

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY**

DEPT: General Services Agency

BOARD AGENDA: 5.B.14  
AGENDA DATE: June 14, 2022

**SUBJECT:**

Approval to Adopt the Revised 2022 Purchasing and Salvage Policy Manual

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2022-0287**

On motion of Supervisor Grewal Seconded by Supervisor C. Condit  
and approved by the following vote,  
Ayes: Supervisors: B. Condit, Chiesa, Grewal, C. Condit, and Chairman Withrow  
Noes: Supervisors: None  
Excused or Absent: Supervisors: None  
Abstaining: Supervisor: None

- 1) X Approved as recommended  
2) \_\_\_\_\_ Denied  
3) \_\_\_\_\_ Approved as amended  
4) \_\_\_\_\_ Other:

**MOTION:**

ATTEST:

  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS**  
**AGENDA ITEM**

DEPT: General Services Agency

BOARD AGENDA:5.B.14  
AGENDA DATE: June 14, 2022

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval to Adopt the Revised 2022 Purchasing and Salvage Policy Manual

**STAFF RECOMMENDATION:**

1. Adopt the revised 2022 Purchasing and Salvage Policy Manual, effective July 1, 2022.

**DISCUSSION:**

Procurement involves the process of selecting and vetting vendors, establishing payment terms, strategically negotiating contracts, and the actual purchasing of goods. Procurement is concerned with acquiring (procuring) all goods, services, and work vital to an organization. Salvage activities involve the removal of surplus items from County inventory for redistribution, sale, or other permissible means of disposal. The County's procurement and salvage actions are governed by state laws, County Ordinance, and by the purchasing and salvage policies established by the County's General Services Agency, Purchasing and Central Services Division (GSA). On June 25, 2019, the Board of Supervisors approved the current Purchasing Policies and Procedures Manual

Establishing such purchasing policies serves to foster maximum open and free competition for County purchases and contracts; promote economy and efficiency in County procurements; ensure adherence to proper standards of conduct by County officers and employees; ensure compliance with applicable local, state, and federal laws and regulations; establish and maintain professional, business-like, ethical relationships with contractors; treat prospective contractors, consultants, and vendors in an equal and equitable manner; and provide opportunities for remedy and resolution of contract claims or disputes.

The existing Salvage Policy was last updated June 3, 2008. Salvage policies establish uniform processes for disposal of all surplus County property other than real estate, such as damaged, scrap, or surplus equipment, materials, and supplies, by redistribution within the County, sale, or other suitable action.

From time to time, policies are updated to stay current with changing laws, improve practices, or otherwise protect the County's and the public's best interests. The Purchasing and Salvage Policy Manual updates reflect best practices and recent changes in federal, state, and applicable laws and regulations, as outlined below:

- Added language requiring suspension and debarment checks for lessors, in accordance with the Civil Grand Jury's recommendations and County response thereto (BOS Resolution 2021-0436, Case #21-14GJ, Annual Financial Audit Report for the Fiscal Year ending June 30, 2020).
- Edited the existing separate Salvage Policy for conciseness, and integrated it into the Purchasing Policy, creating a unified Purchasing and Salvage Policy.
- Added references to Surplus Land Exemption rules per the recommendation of counsel.

GSA recommends approval of the proposed revisions to align existing County purchasing and salvage policies, and to incorporate necessary updates as described.

#### **POLICY ISSUE:**

Pursuant to Stanislaus County Code §2.24.020, 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 or she 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 therefor in this title. He or she 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.

#### **FISCAL IMPACT:**

There is no fiscal impact associated with this action.

#### **BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions support the Board of Supervisors' priority of *Delivering Efficient Public Services and Community Infrastructure* by updating and aligning the separate Purchasing and Salvage policies into a singular document.

#### **STAFFING IMPACT:**

Existing GSA staff will continue to educate all County departments on the Purchasing and Salvage Policy and ensure compliance.

#### **CONTACT PERSON:**

Dan Wirtz, GSA Director/Purchasing Agent  
Brad Diemer, Purchasing Manager

(209) 525-6319  
(209) 525-6319

#### **ATTACHMENT(S):**

1. EXISTING Purchasing Policy
2. EXISTING Salvage Policy
3. NEW Purchasing and Salvage Policy (with redlines)
4. NEW Purchasing and Salvage Policy (clean)
5. Summary of 2022 Changes

## STANISLAUS COUNTY

<div>General Services Agency</div> 	GSA Purchasing	Page:	Number:
	Approved Date:	1 of 100	00-2019-00
	06-25-2019		Subject:
	GSA Purchasing	Replaces number:	Purchasing Policies
	Revised Date:	05-01	Distribution:
Title: <b><u>Purchasing Division Policies</u></b>			
Approved: Assistant CEO, GSA Director, County Purchasing Agent			

## STANISLAUS COUNTY GENERAL SERVICES AGENCY PURCHASING DIVISION

## PURCHASING POLICY

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**STANISLAUS COUNTY**  
**GENERAL SERVICES AGENCY - PURCHASING DIVISION**

**SECTION I:**  
**INTRODUCTION**

Procurement involves the process of selecting and vetting vendors, establishing payment terms, strategically negotiating contracts, and the actual purchasing of goods. Procurement is concerned with acquiring (procuring) all goods, services, and work vital to an organization.

This manual establishes a Board of Supervisors policy that requires competitive procurement processes, defines the various methods thereof, and sets forth exemptions and exceptions thereto for certain goods and services. This policy also establishes criteria where the exemptions and exceptions may be used, and the process for using such exemptions and exceptions. This policy implements the provisions of the applicable State of California and County of Stanislaus laws and regulations governing the County's purchase of goods and services.

**1.1 Purpose**

The purpose of establishing policies and procedures to govern County purchases is to:

- 1.1.1** Foster maximum open and free competition for County purchases and contracts;
- 1.1.2** Promote economy and efficiency in County procurements;
- 1.1.3** Ensure adherence to proper standards of conduct by County officers and employees;
- 1.1.4** Ensure compliance with applicable local, state, and federal laws and regulations;
- 1.1.5** Establish and maintain professional, business-like, ethical relationships with contractors;
- 1.1.6** Treat prospective contractors, consultants, and vendors in an equal and equitable manner; and
- 1.1.7** Provide opportunities for remedy and resolution of contract claims or disputes.

## **1.2 Policy of the Board of Supervisors:**

- 1.2.1** The County shall competitively procure goods and/or services unless otherwise allowed for under this Policy or required by State or federal law.
- 1.2.2** The Board of Supervisors, the Chief Executive Officer, or the County Purchasing Agent, as appropriate, shall determine that the price or cost to the County of any contract for goods or services is fair and reasonable prior to awarding the contract.
- 1.2.3** The competitive procurement requirements of this policy may be satisfied by: (a) Formal Bidding, (b) Competitive Negotiated Procurement, (c) Reverse Auction, or (d) through a contract competitively awarded by another governmental agency or cooperative that includes other governmental agencies.
- 1.2.4** Exemptions and Single Source exceptions to the competitive procurement requirements are set forth in this policy. Applicable Single Source exceptions allowed or required by federal, State, or County laws, regulations, ordinances, or policies may also be used where it is determined that doing so would be in the County's best interests.

## **1.3 Responsibilities of Purchasing:**

- 1.3.1** Purchasing coordinates, monitors, and records all phases of County procurements of supplies, equipment, materials, services, and assigned Public Works of Improvement projects, excluding purchasing card procurements.
- 1.3.2** Purchasing is responsible for the sale of County surplus personal property, and the leasing of real and personal property.
- 1.3.3** In performing its responsibilities, Purchasing is guided by broad policy objectives:
  - Conserve public funds through identifying the best value for cost of supplies, equipment, materials, services and construction projects, and reduce the overhead cost of contracting, buying, leasing, renting, and selling.
  - Analyze alternative approaches for each procurement, such as direct purchasing, time sharing, leasing, and inter-governmental/inter-agency agreements (cooperative purchasing).
  - Plan each procurement action to consolidate similar products and separate dissimilar ones.
  - Eliminate of purchases of unnecessary or duplicate items and services.

- Encourage price and quality competition among suppliers, vendors, contractors, and consultants.
- Efficiently maintain accurate transaction documentation.
- Utilize technical expertise where needed for procurement and contract processes.
- Maintain compliance with local, state and federal law, and act in a manner consistent with applicable standards of conduct and ethics.
- Require acceptable documentation of product quality and that products have been represented accurately.
- Follow the policies and processes established in this Policy Manual.



## SECTION II:

### ORDINANCE CODE OF STANISLAUS COUNTY

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

#### **2.1. Office Established (§2.247.010)**

Pursuant to the provisions of Sections 25500, et seq., of the government Code of the State of California, the office of Purchasing Agent is established.

The Board of Supervisors may employ a Purchasing Agent and such assistants as are necessary. (State of California Government Code § 25500)

#### **2.2. 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 or she 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 or she 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. (§2.24.020)

#### **2.3. Purchasing Duties (§2.24.030)**

Subject to the general direction of the Chief Administrative Officer, the Purchasing Agent shall:

- 2.3.1** 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;
- 2.3.2** 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;
- 2.3.3** Negotiate and execute in the name of the County all equipment service contracts and lease purchase agreements of personal property;
- 2.3.4** Negotiate and execute in the name of the County as lessee all rentals of real property which the county may require;

**2.3.5** Sell any personal property belonging to the County as provided in Code §2.24.065;

**2.3.6** 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;

**2.3.7** 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;

**2.3.8** When specifically authorized by law, purchase for the Superintendent of Schools or other public officer or agency personal property;

**2.3.9** 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;

**2.3.10** Perform such other services as the Board of Supervisors may from time to time by resolution require (Ord. CS 475 §1, 2, 1992; Ord. NS 1092 §1, 1982; prior code §2-92).

#### **2.4. Emergency Purchases (§2.24.040)**

Emergency purchases may be made by any person or official authorized to sign requisitions when the Purchasing Agent or any of his or her 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.

#### **2.5. Requisition Procedure (§2.24.050)**

Except as to purchases from the revolving 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 or her 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 or her deputies, assistants or employees within the department by filing a written authorization therefor with the Purchasing Agent and the Auditor.

## **2.6. Bidding Not Required (§2.24.060)**

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 or she is authorized to do in this chapter; provided, however, that in the event he or she purchases any individual item (as distinct from the total contract) costing more than fifteen-thousand dollars (\$15,000.00) without securing competitive bids or quotations thereon, he or she shall report such action to the Board of Supervisors with his or her reasons therefore; and provided further, that if he or she 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 fifteen-thousand dollars (\$15,000.00), he or she shall likewise report such fact to the Board of Supervisors.

## **2.7. Sale of Personal Property (§2.24.065)**

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 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 from 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.

## **2.8. Surplus Property Sale - Notice (§2.24.070)**

Notices of sales of surplus personal property shall be posted for not less than five business days preceding the day of sale in the county offices building and in the office of the Purchasing Agent, and in such other public place within the county as the Purchasing Agent may be deem advisable.

## **2.9. Surplus Property Sale – Advertising (§2.24.080)**

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 or her 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.

## **2.10. Surplus Property - Transfer to Another Department (§2.24.090)**

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 property drawn request for transfer or requisition, transfer the article to such department.

## **2.11. Stores Account (§2.24.100)**

A fund, designated as the Purchasing Agent's stores account, in the amount of five-hundred-thousand dollars (\$500,000) is created and established. The Purchasing Agent may purchase supplies, materials and equipment in quantity, to be issued to the various offices and departments of the county as needed, and to make payments therefore out of the Purchasing Agent's stores account. As such supplies, materials and equipment are issued to a county office or department, the Purchasing Agent's stores account shall be reimbursed from the budgeted funds of the requisitioning department. The Auditor shall certify the availability of funds in the appropriate budget account of the office or department issuing the requisition before any issuance of supplies, materials or equipment is made. (Ord. CS 7 §1, 1983; Ord. 928 §1, 1980; prior code §2-99).

## **2.12. Standards Committee (§2.24.110)**

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 such Committees shall be the Purchasing Agent who shall be chairperson, the Chief Executive 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 or her.

## **2.13. Preference for Domestic Manufacture (§2.24.120)**

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.

**2.14. Local Vendor Preference (§2.24.125)**

**2.14.1** Whenever the Purchasing Agent purchases services, supplies, materials, and/or equipment for the County through the use of competitive process, including quotes, bids, and proposals, a five percent (5%) preference shall be granted to local vendors for evaluation purposes.

**2.14.2** The Local Vendor Preference does not apply to bids conducted jointly with other public agencies, nor when prohibited by state or federal statutes or regulations that require award to the lowest responsible bidder (such as in Public Works of Improvement projects), or otherwise exempted from local preferences.

**2.14.3** For the purposes of this section, “Local Vendor” means any business that meets all of the following criteria:

- The vendor has a fixed office or distribution point located within the County of Stanislaus for at least one (1) year prior to the transaction for which preference is claimed by the vendor. Post office boxes do not qualify as a verifiable business address.
- The vendor has a current business license issued by the County or by a city within Stanislaus County.
- The vendor employs at least one (1) full-time employee whose primary residence is located in Stanislaus County, or if the business has no employees, at least fifty percent (50%) of the business shall be owned by one or more persons whose primary residence is in Stanislaus County.

**2.14.4** The Purchasing Agent will apply the following procedures and guidelines when implementing the Local Vendor Preference program.

- To qualify for the Local Vendor Preference, local vendors may pre-register with the Stanislaus County General Services Agency, Purchasing Division, or must submit with each bid for which a preference is claimed documentary proof that the vendor meets the criteria established in subsection C of this section. The Purchasing Agent shall not be required to verify the accuracy of any such certification and shall have sole discretion to determine if a vendor meets the definition of a local vendor or local business.

- When bid submissions are evaluated, a five percent (5%) local preference shall be deducted from the total dollar amount bid by local vendors on competitive quotes and bids, and from the total evaluated aggregate score obtained by local vendors on proposals. The total amount of local preference granted in a single bid shall not exceed five-thousand dollars (\$5,000) over a non-local vendor. The award shall be made at the full price of the quote, bid or proposal.
- In the case of an absolute tie, an award will be made to the local vendor. In the case of a tie between local vendors, the award will be determined by lot. (Ord. CS 1021 §1, 2007).

#### **2.15. Credit Cards (§2.24.130)**

Credit cards may be used to procure goods and services for official county business. The County's Purchasing Card Policy and Travel Policy govern such credit card usage. The County Purchasing Card Policy is administered by the Auditor-Controller and requires employees to check with Purchasing for existing contracts before making purchases.

#### **2.16. Elections Official Exemption (Elections Code §14100)**

The County Elections Official, in providing materials required by this division, shall not be required to utilize the services of the County Purchasing Agent.

## **SECTION III:**

### **ETHICS**

#### **3.1 Employee Purchases**

The County Purchasing Agent and County staff are prohibited from making purchases not related to County business or of a personal nature for any person, employee, or otherwise. Avoid personal purchases from County vendors that could affect the County's business relationship with that vendor.

#### **3.2 Stanislaus County Code of Ethics**

Purchasing activities shall be conducted in accordance with the Stanislaus County Code of Ethics, as adopted by the Board.

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

- 3.2.1** Never provide special privileges or accept benefits under circumstances which may influence the performance of one's governmental duties.
- 3.2.2** Never make promises of any kind which conflict with one's public duty and responsibilities.
- 3.2.3** Never engage in business activity inconsistent with the performance of one's duties.
- 3.2.4** Never use confidential information received in the performance of one's governmental duties for private profit or personal benefit.
- 3.2.5** Never engage in outside activities that are incompatible with the objective performance of duties or delivery of governmental service.
- 3.2.6** Treat all individuals encountered in the performance of one's duties in a respectful, courteous, and professional manner.
- 3.2.7** Promote only decisions that benefit the public interest.
- 3.2.8** Conduct and perform job duties diligently and promptly.
- 3.2.9** Faithfully comply with all laws and regulations applicable to the County and impartially apply them to everyone.
- 3.2.10** Promote the public interest through a responsive application of public duties.

**3.2.11** Demonstrate the highest standards of personal integrity, truthfulness, and honesty in all public activities.

**3.2.12** Uphold these principles being ever conscious that public office is a public trust.

### **3.3 STANISLAUS COUNTY GIFT POLICY**

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 performing an official act. California Government Code § 87300 and the County Personnel Policies Manual and the Gift Policy established through the Stanislaus Board of Supervisors Resolution # 91-1449 set forth the provisions by which every County department establishes a conflict of interest code.

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

**3.3.1** Avoid any act of impropriety, or the appearance of impropriety.

**3.3.2** Not discriminate in the provision of services to the public, including the solicitation or acceptance of gifts in connection with services rendered in the performance of duties.

**3.3.3** Not accept an economic advantage or discount not available to all County employees.

**3.3.4** Report receipt of any gifts to the immediate supervisor. 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. However, if the same gift 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, 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.

**3.3.5** Annually report gifts valued cumulatively at \$50 or more in accordance with the Fair Political Practices Commission's rules and regulations, and as set forth in the County's conflict of interest code.



## **SECTION IV:**

### **COMPETITIVE PROCESSES OVERVIEW**

This section is an introduction of competitive procurement processes. Specific processes are detailed in subsequent sections of this Policy Manual. Unless otherwise excepted in Section X of this Policy Manual, purchases of equipment, materials, supplies, and services shall be awarded through a competitive procurement process.

#### **4.1. Goals and Objectives of the Competitive Procurement Process**

The primary objectives of the competitive procurement process are to foster open and free competition for County purchases and contracts while promoting the greatest economy and efficiency in County procurements. Adherence to proper standards of conduct by County officers and employees, and maintenance of procurement policies and procedures, ensure compliance with local, state, and federal laws and regulations, while establishing and maintaining professional and ethical relationships with contractors.

To achieve this objective, Purchasing has established methods to:

- 4.1.1.** Procure goods and services to fulfill County departmental needs in a timely manner.
- 4.1.2.** Evaluate new products, and develop standardized specifications where practical.
- 4.1.3.** Achieve the best value for the County.
- 4.1.4.** Seek new and/or local sources of supply in order to broaden the competitive bidding base and encompass new products and technology.
- 4.1.5.** Encourage local and Disadvantaged Business Enterprises (DBEs) to participate in all aspects of purchasing and contracting whenever possible.
- 4.1.6.** Develop sound County-vendor relationships.
- 4.1.7.** Increase awareness of, and participation in, the County's purchasing activities by all businesses.

#### **4.2. Roles and Responsibilities, General Services Agency - Purchasing**

Purchasing is responsible for:

- 4.2.1** Carrying out all purchasing activities in accordance with the policies and regulations set forth in the statutes of the State of California, the Stanislaus

County Ordinance Code, and in this Policy Manual.

- 4.2.2** Responding to purchase requisitions approved by authorized County employees and taking appropriate procurement actions as required. By approval of a requisition, the requestor certifies that funds have been approved and are available for the requested purchase.
- 4.2.3** Directing and coordinating vendor contact, and assisting departments directly engaged in the procurement process. Purchasing shall also assist departments in obtaining market information, such as new developments or vendor capability, and in other matters concerning purchase transactions.
- 4.2.4** Analyzing all purchase requests so that those requests which appear to be excessive, unnecessary, uneconomical, or otherwise inappropriate may be returned to the requesting department for additional justification.
- 4.2.5** Unless otherwise provided herein, the County shall not be bound by any purchase made by any consultant, contractor, or County employee, other than the Purchasing Agent or designated Purchasing staff, or in unusual cases, by Department Heads with special authority granted by the Board of Supervisors for specific contracts.

#### **4.3. Overview of Thresholds and Procurement Types**

The competitive procurement process covers a wide variety of purchasing types. Depending upon the type of goods or services requested, the urgency of the need, and the cost involved, one of several courses of action will be taken:

- 4.3.1** Fixed Assets: Fixed assets are defined by accounting standards, and in Stanislaus County, that definition is set by the Auditor-Controller in the Capital Asset Inventory Guidelines. Fixed assets must be competitively procured, unless specially approved by the Purchasing Agent and the Chief Executive Officer (C.E.O.).
- 4.3.2** "Micro" Purchases: When the price of an individual item (as distinct from the total contract) is below \$15,000, multiple price quotes are not required (County Code §2.24.060, Ord. §CS-502, 1992).

Note: All Public Works of Improvement (construction, maintenance, landscaping, etc.) above \$1,000 are subject to state-mandated prevailing wage and reporting requirements, regardless of the procurement method used (Labor Code §1720).

- 4.3.3** "Small" Purchases (\$15,000-\$60,000): For individual items above \$15,000 but below \$60,000, written price quotes shall be obtained from a minimum of three suppliers. While quotes must be requested, if a supplier chooses to not provide a quote then the requestor shall record a response of "No Quote" (County Code §2.24.060, Ord. §CS-502, 1992).

The resulting order, if any, shall be placed with the supplier providing the lowest-priced, responsive and responsible offer, which is defined as the bidder submitting the lowest-priced bid that materially conforms to all requirements of the invitation for bids, and has demonstrated ability to perform the work. Departments are encouraged to send a written Request for Quotation (RFQ) to prospective suppliers. More complex purchases within the \$15,000 - \$60,000 range may be better handled through the written Invitation for Bid (BID), Request For Proposal (RFP), or Request For Statement of Qualifications (SOQ) processes. (County Code §2.24.060)

Note: Public Works of Improvement (construction and maintenance) projects above \$15,000 should always be solicited by written means to ensure the County's compliance with state Department of Industrial Relations regulations, and to advise contractors of mandatory bonding requirements for projects above \$25,000 (Civil Code §3247; Labor Code §1720; PCC §20129, PCC §20132.5, PCC§ 2139(b), and PCC §20405).

- 4.3.4** Goods and Public Works of Improvement Purchases (\$60,000.01 and up): Individual items and construction and maintenance projects valued above \$60,000 are procured through the written Invitation for Bids (BID) process. (State of California PCC §22032(a) and (b), County Code §2.24.060). Goods may also be procured using the Request for Proposals (RFP) process in cases where qualitative factors are more important than pricing. *These processes are further described in Sections VI and VII of this manual.*
- 4.3.5** Services above \$100,000: Unless otherwise exempted in Section X of this manual, services at this value shall be procured through formal competitive processes such as the written Request For Proposals (RFP), or Request For Statement of Qualifications (SOQ) processes, whichever is most appropriate. *These processes are further described in Sections VII and VIII of this manual.*
- 4.3.6** Contracts above \$200,000: Contracts above \$200,000 require approval by the Board of Supervisors, regardless of the procurement method. Such approval may be obtained either through an agenda item, or through a department's budget appropriations approval. Though the Purchasing Agent is usually identified as the position granted signing authority by the Board, Department Heads may request the authority to sign a specific agreement (County Resolution No. 2019-0129; California Government Code §25502.5).
- 4.3.7** Public Works of Improvement "Formal" Bids: Public works of improvement (construction and maintenance) services above \$200,000 require additional state-mandated sealed-bidding actions, referred to as "formal bidding procedure" in the Public Contract Code (State of California PCC §22032(c)). *Refer to Section VI of this manual.*

- 4.3.8** Temporary Labor: Temporary labor is subject to special restrictions. *Refer to Section XIV of this manual.*
- 4.3.9** Exceptions to Competitive Process Requirements: Purchases may be exempted from competitive procurement processes for bona-fide emergencies, where a sole-source situation has been documented and approved by the Purchasing Agent, for negotiated services, or in other situations where competitive processes are neither required by law nor in the County's best interests. *Refer to Section X of this Policy Manual.*
- 4.3.10** More Stringent Rules May Apply: In cases where non-County funding is involved, the funding source may impose additional or more restrictive procurement rules. In such cases, the more stringent of either the County's or the funding source's rules shall apply. Examples include lower dollar thresholds requiring bids, prohibition of geographical preferences by federally-funded programs, and FEMA emergency procurement rules that must be followed to be eligible for reimbursement.

## **SECTION V:**

### **REQUEST FOR QUOTES (RFQ)**

Except as otherwise noted in Section X of this policy, “Small Purchases” of individual items and Public Works of Improvement (construction and maintenance) projects above \$15,000 (County Code §2.24.060, as amended through County Ordinance §C.S.-502) but below \$60,000, shall be awarded through a competitive procurement process. Small Purchases may generally be made by using the Request for Quotes (RFQ) process, which generally consists of soliciting price quotations from a minimum of three (3) known qualified suppliers. However, in all cases the County shall not arbitrarily split contracts or procurements to avoid more formal bidding procedures (PCC §20123.5).

The RFQ method does not require formal advertising, but varies according to type of goods or services being procured. The process can be as simple as contacting vendors and documenting their pricing, choosing the lowest-cost option from the responsible and responsive bidders. This simplified approach works well for standardized products.

A more formal RFQ process involves written specifications and solicitations. This approach is better suited for more specialized work, and for Public Works of Improvement where the County is obligated to notify bidders of specific regulatory requirements.

#### **5.1. General**

- 5.1.1** Departmental purchase requests should describe the requested goods or services sufficiently to facilitate the competitive procurement process. The clearer such specifications are, the easier it is to obtain pricing proposals. Specifications and standards from previous successful procurements should be reused and updated whenever repeat purchases are made.
- 5.1.2** The preferred method is to issue a written RFQ solicitation that describes the desired goods or services and sets forth the terms of the procurement to potential suppliers. Purchasing maintains such forms for departmental use.
- 5.1.3** Quotes shall be submitted in writing to Purchasing before requisitioning a Purchase Order, except for telephone bids obtained during emergencies. Quote proposals may be submitted electronically, at the discretion of Purchasing.
- 5.1.4** Quote proposals are not required to be publicly opened and read aloud, but are subject to audit review and public information requests.
- 5.1.5** Public works of improvement (construction and maintenance) projects are subject to additional rules, such as prevailing wage requirements for projects above \$1,000, reporting of maintenance work above \$15,000, reporting of new construction projects above \$25,000, and the requirement for bid bonds,

performance bonds, and payment bonds at or above \$25,000 (State of California Civil Code §3247, PCC § 20129, PCC § 20132.5, PCC § 2139(b), PCC § 20405, and SB-854).

## **5.2. Award**

- 5.2.1** Award will be made to supplier providing the best value to the County, which is generally the lowest-priced proposer.
- 5.2.2** When the price and quality of offered products are equal, preference shall be given to vendors located inside Stanislaus County, unless otherwise prohibited, such as in federally-funded procurements.
- 5.2.3** Whenever two (2) or more quotes are received with price and other factors being equal, and the public interest does not permit the re-advertising for quotes, award will be made upon factors including whether the firms are located within the County, and if so, if the firm is a disadvantaged business enterprise, and upon past service of the equal bidders. If such evaluations are equal or unavailable, award will be made by Purchasing by the drawing of lots in public (*Refer to Section VI of this Manual*).
- 5.2.4** Formal announcement of award is not required, but non-winning proposers should be notified out of professional courtesy.
- 5.2.5** Award may be executed by Purchase Order, Service Purchase Order, or by written Agreement, as appropriate. *Refer to Section XI for guidance on selecting agreement types.*

## **SECTION VI:**

### **INVITATION FOR SEALED BIDS**

Except as otherwise permitted in Section X of this policy, purchases of equipment, materials, supplies, and services shall be awarded through a competitive procurement process. The Invitation for Sealed Bids (BID) process is appropriate for procuring services and goods where the scope of work is well-defined and the selection is price-driven, though it is primarily used for public works of improvement (construction and maintenance work). The process requires additional lead time when bonds are required, or when delivery or performance will occur over a period of time, or for costly or complex procurements.

#### **6.1. General**

- 6.1.1** The County Purchasing Agent, or designee, is authorized to solicit bids and award contracts for public projects above \$60,000 (PCC §22032(a) and below \$200,000 (County Code §4.28.020, Ord. CS-407 §2, 1990, County Res. 2019-0129; PCC §22032(b), Government Code §25502.5).
- 6.1.2** Contracts above \$200,000 shall be approved by the Board of Supervisors (County Resolution No. 2019-0129; Government Code §25502.5).
- 6.1.3** Public projects above \$200,000 require competitive formal sealed bidding, with additional advertising requirements (PCC §20150.12 and §22032).
- 6.1.4** For purchases of products that require installation, refer to the “50/50/10” rule of thumb” for determining whether separate bidding of the installation labor is required:
  - Installation costs exceeding 50% of the product value shall be bid out separately.
  - Installation costs of 10%-50% of the product value *may* need to be bid out separately. Refer to County Counsel for assistance in making a determination.
  - Installation costs below 10% of the product value are considered incidental to the product purchase, and do not need to bid out separately

#### **6.2. Process Summary**

Invitations for Bid shall include detailed specifications, general provisions, special provisions, and in some instances bond forms, legal statements, affidavits, or other documents. The bidder submits the required information in a sealed bid 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.

Purchasing may execute a contract or purchase order with the lowest-priced responsive and responsible bidder, which is defined as the bidder submitting the lowest-priced bid that materially conforms to all requirements of the invitation for bids, and has demonstrated ability to perform the work.

Conversely, award of revenue-generating contracts shall be made to the highest-priced responsive and responsible bidder.

### **6.3. Initiation**

**6.3.1** The department requesting the procurement action shall provide the following to Purchasing:

- Documentation, technical specifications, and scope of work which adequately describe the good or services required.
- A list of at least three potential bidders in order to provide sufficient force of competition and allow selection to be made principally on the basis of price. Full opportunity to bid shall be granted to all qualified bidders.
- A proposed bidding schedule (including advertising and contract commencement dates).
- Estimated cost of the contract. If the requesting department doesn't have sufficient budgeted funds to cover the resultant contract, the department must obtain approval from the Board of Supervisors, and provide documentation to Purchasing identifying the County's Board Resolution authorizing the solicitation for bids.
- A suggested project coordinator, when appropriate, whose duties will include acting as a liaison between the requesting department and Purchasing.
- Approval by the head of the requesting department.

**6.3.2** Purchasing will review the requesting department's documentation and confirm that the procurement is appropriate for the sealed bidding process.

### **6.4. Bid Documents**

Purchasing shall prepare bid documents with input from the requesting department, which at a minimum, shall contain the following items:

#### **6.4.1 Notice Inviting Bids**

The Purchasing Agent or authorized designee shall publicly advertise the Invitation to Bid ("Notice") to notify potential bidders of the title and nature of the contract, and of the date, time, and place of the bid opening. The



Notice shall also inform bidders of applicable Disadvantaged Business Enterprise (DBE) requirements, and other applicable requirements under federal or state laws.

The Notice shall indicate whether bonding (i.e., bidder's security) is required. The Notice shall incorporate by reference all other bid documents (i.e., General Conditions and Instructions to Bidder, Special Provisions, Technical Specifications, and others), and shall designate the method for obtaining copies of such documents.

#### **6.4.2 General Conditions and Instructions to Bidder**

The General Conditions and Instructions to Bidder ("General Conditions") sets forth standard terms and conditions which govern the contractual relationship between the successful bidder and the County. County Counsel shall prepare and maintain the General Conditions, necessary for inclusion with all competitive sealed bid procurements. The General Conditions may be updated or revised from time to time.

#### **6.4.3 Special Provisions**

Special Provisions prescribe terms and conditions specifically tailored to the particular contract being sought.

#### **6.4.4 Liquidated Damages Clause**

Purchasing may include 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.

Liquidated damages should be included in contracts when it would be inconvenient, difficult, or 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 contract performance. Purchasing staff shall evaluate these factors, and set a sum as liquidated damages.

#### **6.4.5 Pre-Bid Conference**

If a Pre-Bid Conference is scheduled, the Notice shall advise of the date, time, and location of the conference. An attendance sign-in sheet will be used as a permanent record of the Pre-Bid Conference and shall contain the names, contact information, and business affiliations of all bidders and other interested

persons in attendance.

#### **6.4.6 Qualifications of Bidders**

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 shall identify such criteria in the Special Provisions. Contracts for services and public works of improvement (construction and maintenance) shall contain such clauses. In addition, contracts for the provision of supplies, equipment, and materials, where a specially manufactured product or technical guidance and advice are called for, shall also contain a provision regarding qualifications of bidders.

Such provision shall clearly state that the County may reject any bid that does not meet the requirements stated in the qualifications 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 under the contract. Additionally, bidders must attest that they have previously and satisfactorily performed work comparable to that specified in the contract. Finally, bidders may be required to furnish adequate references. Purchasing may, prepare and include with the bid documents a form to be completed by bidders that covers the qualification requirements.

#### **6.4.7 Technical Specifications**

Technical Specifications shall include detailed descriptions of both 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 and services must conform in order to satisfy the County's needs. The use of blueprints, diagrams, charts, and maps is encouraged to clarify the specifications requirements.

Technical Specifications shall not be drafted to unduly restrict competition. Brand names may be used in Technical Specifications only when it is impractical or uneconomical to specify clear and adequate descriptions of the technical requirements for a particular type of needed product. In all cases where brand names are used, bidders shall be afforded the opportunity to propose to the County a substitute alternate product of equal quality or value. The County's decision to approve or disapprove such alternate product shall be final and binding on the bidder.

Note that additional restrictions on using brand-name specifications may apply to federally-funded procurements. *Refer to Section XIV for additional details.*

#### **6.4.8 Pricing Schedule**

The bidder's completion of the Pricing Schedule (also known as a "Form of Bid") shall constitute the bidder's acceptance of all the terms and conditions contained in the bid documents, and shall also indicate the bidder's prices. Purchasing shall develop the Pricing Schedule in coordination with the requesting department. 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 structured to allow the County to make an objective comparison of all bids. Whenever possible, this will be accomplished by requesting a Total Bid Price.

#### **6.4.9 Insurance Requirements**

RFP documents shall include a form outlining the County's minimum insurance requirements for the resultant contract, if any. Consult with Risk Management for assistance in identifying the appropriate insurance requirements.

#### **6.4.10 Bonding Requirements**

Bid documents shall include a form for the bidder's bond when a security requirement is imposed. When so required, the bid document shall also include sample performance and payment bond forms.

Public works of improvement (construction and maintenance) projects of \$25,000 and above require bonding as follows:

- Bid Bonds - Bidder's securities protect the County's interests in the event that a bidder refuses to honor its bid or fails to enter into a contract awarded by the County. Generally, 10% of total bid, though the County may adjust this amount. May be a surety bond, cash, or certified or cashier's check. (PCC § 20129, § 20132.5, and § 20405)
- Performance Bonds – Performance sureties secure fulfillment of a contractor's obligations. 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. The instrument must be a surety bond for 100% of total contract price - no alternate payment methods are permitted. (PCC § 20129 and 20139-b)
- Payment Bonds – The payment bond assures the contractor's full discharge of its obligations to its subcontractors, suppliers, and other labor used on the project. In all Public Works of Improvement (construction and maintenance) contracts, and contracts for the procurement of services or products which involve subcontracting, a payment bond may be required.

The instrument must be a surety bond for 100% of total contract price - no alternate payment methods are permitted. (Civil Code § 3247 and § 3248)

The County has some discretion with regards to acceptable bid bond alternatives, but not for performance and payment bonds. If a bidder is unable to secure both performance and payment bonds in cases where they are mandatory, then the County must move on to the next-lowest-priced responsible and responsive bidder.

## **6.5. Advertisement for Bids**

- 6.5.1** Purchasing will publish the Notice electronically, and when required by law, physically posted and published 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. (PCC § 22032(b), PCC § 22034, PCC § 22037)

Public works of improvement projects above \$200,000 shall be physically posted and advertised in multiple trade journals (PCC § 22034) (PCC § 22032(c), PCC § 22036, PCC § 22037)

- 6.5.2** A minimum of 30 days should be allowed between the time BIDs are solicited and when they close. The time limit may be increased or decreased under unusual circumstances.
- 6.5.3** 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 so authorized by Purchasing.
- 6.5.4** It is Purchasing's policy to not disclose a Bid List prior to 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's policy of Bid List nondisclosure shall be those specific trade journals with the intent to put subcontractors in touch with general contractors.
- 6.5.5** To the fullest extent possible, the bid solicitation shall encourage participation of Disadvantaged Business Enterprises (DBE).

## **6.6. Bid Addenda**

- 6.6.1** All bidder questions should be referred to Purchasing as specified within the

BID/RFP solicitation documents. If an answer would likely affect the bid of other bidders, then all bidders shall be so advised, to prevent any one bidder from obtaining an unfair advantage.

- 6.6.2** Once the Notice has been published, any necessary changes, modifications, or adjustments to specifications, requirements, or bid quantities, corrections, deadline extensions, or otherwise revise the bid documents shall be accomplished through the issuance of written Addenda, authorized and published by Purchasing. No private modifications shall be made.
- 6.6.3** All technical Addenda shall be drafted by the requesting department and approved by Purchasing before publishing. Addenda shall identify the bid number and title, date of issuance, Addendum number, and specific reference to the provisions in the bid documents being amended and the substance of such amendment.
- 6.6.4** Purchasing shall publicly issue Addenda so that it is available to all firms or persons who have received a copy of the bid documents, except for bids that require mandatory attendance of Pre-Bid/Site Inspection Conference(s), in which case only those vendors in attendance may be forwarded Addenda.

#### **6.7. Bid Opening**

- 6.7.1** Bids shall be submitted in writing to Purchasing before the specified time and date, except for telephone bids obtained during emergencies. Bids/proposals may be submitted electronically, at the discretion of Purchasing.
- 6.7.2** Purchasing shall date and time stamp sealed bids as they are received. Sealed bids shall remain unopened and stored securely until the public opening date and time specified in the Invitation for Bid or subsequent addenda.
- 6.7.3** Any bids received after the specified date and time of bid opening will not be accepted by Purchasing, but will instead be date and time stamped, and returned unopened.
- 6.7.4** Bids shall be opened publicly by the Purchasing Agent or designee. A bid opening attendance record shall be prepared at the time of the opening, containing the names, contact information, and business affiliations of all bidders and other interested non-County persons in attendance.
- 6.7.5** Bid pricing shall be read aloud by the person opening the bids. Upon request, other non-confidential information contained in the bid forms shall also be read aloud or otherwise made available for inspection. Members of the public shall be permitted to witness the bid opening.
- 6.7.6** From and following the specified date and hours of the bid opening, no bidder shall be permitted to change their bid. If the opening of the bids is delayed

beyond the time specified in the Notice, all bidders shall be so notified.

- 6.7.7** Original bid documents shall be retained on file in Purchasing, until no longer required by the County's Disposition Policy, or other applicable law.

## **6.8. Evaluation of Bids**

### **6.8.1 Criteria**

Contract award, if any, shall be made to the lowest-priced responsive and responsible bidder which is defined as the bidder submitting the lowest-priced bid that materially conforms to all requirements of the invitation for bids, and has demonstrated ability to perform the work. The criteria in evaluating 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 shall be principally responsible for the evaluation of bids. In addition, the requesting department shall review the bids for compliance with the Technical Specifications.

### **6.8.2 Price/Cost Analysis**

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.

Purchasing shall examine the bids to determine which bid is the lowest in price, or highest in price when appropriate (for example, when leasing out County property). In doing so, staff shall observe the following rules:

- Any formula for determining the basis for evaluating bids, as described in the contract documents, shall be utilized;
- The unit price shall govern whenever both unit price(s) and extended price(s) or total(s) are given;
- All bids showing item extensions and/or totals shall be reviewed for accuracy. 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.

Purchasing 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.

#### **6.8.3 Responsiveness**

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

Purchasing shall verify that required proposal forms and certificates have been completed and that all signatures are in place and appear in order. Purchasing may make a determination as to whether the deficiency is a minor irregularity (e.g. omission of a signature on a 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). Purchasing may contact the bidder and discuss the aspects of any bid which appears 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, Purchasing 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.

#### **6.8.4 Responsible Bidder**

Purchasing shall determine whether the lowest-priced 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 may 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. In making this determination, Purchasing may cite the minimum requirements or specifications set forth in the Special Provisions and Technical Specifications.

#### **6.8.5 Rejection of Bids**

The Board of Supervisors and the Purchasing Agent have the right to reject any and all bids when it is in the best interest of the County to do so.

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

Purchasing Agent, and may 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 through the usual Protest identified below in 6.9. Selection of a bidder other than the lowest-priced bidder for any individual item costing more than fifteen-thousand (\$15,000) dollars must be approved by either the Board of Supervisors or the Purchasing Agent, with the reasons for the decision reported to the Board. (County Code §2.24.060, Ord. CS 502 §1, 1992; prior code §2-95).

Following bid evaluation, Purchasing may recommend rejecting bids in cases where:

- The bids received were too high, or the budgeted funds are insufficient to cover the amount of the contract, even if awarded to the lowest-priced responsible bidder;
- None of the bids were responsive to the requirements of the contract documents;
- None of the bidders were deemed sufficiently responsible to perform the contract in a satisfactory manner; or
- Purchasing determines that awarding the contract would not be in the best interests of the County, based upon sound, documented business reasons.

#### **6.8.6 Tied Bids**

In any case where two identically-priced responsive and responsible bids are also the lowest (or highest) priced, Purchasing shall determine contract award using the following protocol:

- Local vendor(s) shall have preference over out-of-County vendor(s). (County Code §2.24.125)
- 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.
- 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).
- Where application of the above methods does not produce a single, lowest responsible bidder, Purchasing shall draw lots to determine the successful bidder.



## **6.9. Protests and Appeals**

### **6.9.1 General**

Potential bidders, proposers, and sub-proposers wishing to protest or appeal a decision by Purchasing must follow the process identified in the solicitation documents, based on the following. Protests or appeals not submitted in accordance with such procedures will not be reviewed.

### **6.9.2 Protest Submittal**

Non-awarded bidders may file a written protest not later than five (5) days after date of mailing a Notice of Intended Award. Such protests must be physically received by the Purchasing Agent before 5:00 PM local time on the last day of the five (5) day protest period; protests submitted electronically will not be accepted. Protests filed with the Purchasing Agent shall:

- Include the name, address, business telephone number, and email address of the protestor;
- Identify the project under protest by name, solicitation number, and closing date;
- Contain a concise statement of the grounds for protest; provided, however, RFP or BID processes and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to those issues must be raised and addressed, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
- Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

### **6.9.3 Protest Review**

Upon receipt of a protest, the Purchasing Agent shall review all submitted materials, create and retain a written record of the review, and 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.

If the protest involves Federal funds, parties may have the right to appeal to the appropriate Federal agency. When applicable, the Purchasing Agent shall give notice to interested parties of the right to such an appeal and shall identify the Federal agency by name and address. When applicable, an appeal thereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

#### **6.9.4 Decision Appeal**

Purchasing Agent decisions may be appealed in writing to the Chief Executive Officer or his/her designee(s), with a copy to the Purchasing Agent, not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. An appeal review committee comprised of the Chief Executive Officer or designee, the Chairman and Vice Chairman of the Board 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 appeal review committee shall be final.

#### **6.10. Award of Contract**

Purchasing may award a contract to the lowest-priced responsive and responsible bidder whose proposal materially meets the specifications and requirements outlined in the Invitation for Bid documents. In the case of revenue-generating bids, award will be made to the highest-paying responsive and responsible bidder.

Upon completion of bid evaluation and analysis, Purchasing shall notify all bidders in writing of the County's intent to award a contract. The successful bidder must execute the Agreement and related documents, and provide proof of insurance, within the time specified by Purchasing.

If the County intends to award a contract to a bidder other than the apparent lowest-priced bidder, Purchasing shall inform each bidder whose total bid was less than that bid of the successful bidder and the reasons for the decision. For any individual item costing more than fifteen-thousand (\$15,000) dollars, approval must be made by either the Board of Supervisors or the Purchasing Agent, with the reasons for the decision reported to the Board. (County Code §2.24.060, Ord. CS 502 §1, 1992; prior code §2-95).

The Board of Supervisors shall authorize the award of contracts in excess of \$200,000. The Board may authorize the Purchasing Agent to sign them as the Board's designee, though Purchasing Agent signature is not required if the department receives contract-specific signing authority directly from the Board (County Resolution No. 2019-0129; California Government Code §25502.5).

#### **6.11. Notice to Proceed**

Upon receipt of the successful bidder's executed Agreement, sureties, and evidence of insurance, the County will issue a Notice to Proceed letter to the Contractor with a copy to the County's Project Coordinator.

#### **6.12. Contract Administration**

Once the Notice to Proceed has been issued, Purchasing shall maintain a contract file

and distribute copies of relevant correspondence to the department.

The requesting department head or designed Project Manager shall be responsible for monitoring and reviewing the project in order to determine whether contract terms and conditions are being met, and for approving invoice for payment.

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.

## **SECTION VII:**

### **REQUEST FOR PROPOSALS (RFP)**

Except as otherwise noted in Section X of this policy, purchases of equipment, materials, supplies, and services shall be awarded through a competitive procurement process. The Request for Proposals (RFP) process is best suited to procurements where non-price factors are more important than pricing, or where the County has defined goal but a detailed scope of services to achieve it isn't feasible. For services other than Architectural and Engineering (A&E), the RFP process is preferred below \$100,000, and required above that amount, except as otherwise noted in Section X of this policy. When procuring A&E services, the Request for Statement of Qualifications (SOQ) process is used instead (refer to Section VIII).

Under the RFP approach, award of contract is made on a "best value" basis by identifying the most cost-effective solution to the County's needs, with both price and non-price factors considered. Evaluation criteria identified in the RFP solicitation documents are subsequently used by an evaluation committee for scoring received proposals. Award need not be made to the lowest-priced proposer; however, in such cases selection must be based on written documentation explaining why the lowest-priced proposer was not selected. Proposers shall be afforded the right to appeal the County's selection pursuant to the protest and appeal provisions outlined in the RFP documents and Section 6.9 of this manual.

#### **7.1 General**

- 7.1.1** The County Purchasing Agent, or designee, is authorized to solicit proposals and award contracts below \$200,000 (County Code §4.28.020, County Ord. CS-407 §2, 1990; California Government Code §25502.5; PCC §22032(b)).
- 7.1.2** Contracts above \$200,000 shall be approved by the Board of Supervisors. The Board may authorize the Purchasing Agent to sign them as the Board's designee, though Purchasing Agent signature is not required if the department receives contract-specific signing authority directly from the Board (County Resolution No. 2019-0129; Government Code §25502.5).
- 7.1.3** Requests for outside consultant services must be approved by the Chief Executive Office before an RFP or negotiations are performed.
- 7.1.4** California Government Code §4526 and §4527(b) specify that local agencies (i.e., counties) may follow state agency processes for procuring professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms, with selection based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Local governments may establish their own processes for hiring such

services, including non-competitive negotiations, provided the following minimum conditions are met:

- Selection must be qualifications-based.
- Solicitation must assure maximum participation of small business firms.
- Documentation must specifically prohibit unlawful practices identified within the Code.

While negotiating such service agreements without performing an RFP or SOQ is permissible under the Government Code, the above-listed requirements must still be satisfied.

Alternatively, the Government Code also allows for price-based bidding if the needed services are technical and require little professional judgment. Therefore, the County's Request for Quotes (RFQ) or Request for Sealed Bids (BID) processes may be used when the Scope of Work supports it. *Refer to Sections V and VI of this Manual for details on these processes.*

## **7.2 Process Summary**

Requests for Proposals (RFP) shall include a detailed scope of work/services (where possible, or when not, a specific desired outcome), general provisions, special provisions, legal statements, affidavits, and other pertinent paperwork. The Proposer completes the required information and submits a timely proposal to Purchasing as instructed in the RFP documents. RFP proposals are not subject to public examination until after the County has made an award announcement. Proposal submittals are not publicly opened, but are instead evaluated privately against criteria identified in the RFP documents on a "best value" basis, considering both pricing and other factors. Generally, it is best to consider non-price factors independently of the pricing component, to prevent pricing from affecting judgement of non-price factors. Once the winning proposal has been determined, the County may issue a Notice of Intent to Award, and may proceed with contract negotiations and execution once the protest period window has passed. Purchasing may execute either a contract or service purchase order as appropriate, with Board approval as required.

## **7.3 Initiation**

The department requesting the procurement action shall provide the following to Purchasing:

- Documentation, scoring criteria, and scope of work/services which adequately describe the goods or services required.
- A list of at least qualified potential Proposers in order to provide sufficient force of competition. Full opportunity to bid shall be granted to all qualified bidders.
- Estimated cost of the contract. If the requesting department doesn't have

sufficient funding in the current budget for the resultant contract, the department must obtain approval from the Board of Supervisors, and in its documentation to Purchasing shall identify the County's Board Resolution authorizing the solicitation for the RFP.

- A suggested project coordinator, when appropriate, whose duties will include acting as a liaison between the requesting department and Purchasing.
- Approval by the head of the requesting department.

Purchasing shall review the requesting department's documentation and confirm that the procurement is appropriate for the RFP process.

## **7.4 RFP Documents**

Purchasing shall prepare RFP documents under the supervision of the Purchasing Agent, with input from the requesting department. 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 must be submitted to Purchasing. Such schedule shall permit enough time period for review of the contract documents by the individuals involved.

Although the provisions and requirements in RFP documents may vary, the RFP documents shall, at a minimum, contain the following items:

### **7.4.1 Notice Requesting Proposals**

The notice requesting proposals ("Notice") is a publicly advertised document which notifies potential proposers of the title and nature of the contract, the date for a Pre-Proposal Conference, if one is scheduled, and also establishes the subsequent date and time by which proposals must be submitted to the County. To the fullest extent possible, the RFP documents shall encourage equal participation of interested Disadvantaged Business Enterprises (DBEs). The Notice shall also inform Proposers of applicable DBE requirements, and other significant requirements under federal or state laws, if any.

The Purchasing Agent or authorized designee shall publicly advertise the Notice, which shall refer to and incorporate by reference all RFP documents (i.e., the General Conditions and Instructions to Proposer, the Special Provisions, the Technical Specifications, and other certificates, forms, and documents), and shall designate the method for obtaining copies of such documents.

### **7.4.2 General Conditions and Instructions to Proposer**

The General Conditions and Instructions to Proposer ("General Conditions") sets forth standard terms and conditions which govern the contractual relationship between the successful Proposer and the County. County Counsel

shall prepare and maintain the standard General Conditions, necessary for inclusion in competitive RFP procurements. The General Conditions may be updated or revised from time to time.

#### **7.4.3 Special Provisions**

Special Provisions prescribe terms and conditions specifically tailored to the particular contract being sought.

#### **7.4.4 Liquidated Damages Clause**

Purchasing may include 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.

Liquidated damages should be included in contracts when it would be inconvenient, difficult, or 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 contract performance. Purchasing staff shall evaluate these factors, and set a sum as liquidated damages.

#### **7.4.5 Pre-Proposal Conference**

If a Pre-Proposal Conference is scheduled, the Notice shall advise of the date, time, and location of the conference. An attendance sign-in sheet will be used as a permanent record of the Pre-Proposal Conference and shall contain the names, contact information, and business affiliations of all Proposers and other interested persons in attendance.

#### **7.4.6 Qualifications of Proposers**

In contracts where the nature of the work is such that the qualifications of the Proposers are essential evaluation criteria, Purchasing shall include among the RFP documents a clause setting forth such required qualifications. Contracts for services shall contain such clauses. In addition, contracts for the provision of supplies, equipment, and materials, where a specially manufactured product or technical guidance and advice are called for, shall also contain a provision regarding qualifications of Proposers.

Such provisions shall clearly state that the County may reject any proposal that does not meet the requirements stated in the Qualifications clause. Included in such clause shall be requirements that Proposers demonstrate

they are regularly engaged in the provision of the work or product called for in the contract, and that they have the necessary experience, training, resources, facilities, and personnel to perform such work. Additionally, Proposers must attest that they have previously and satisfactorily performed work with characteristics comparable to those specified in the contract. Finally, Proposers may be required to furnish adequate references. Purchasing may, at its option, prepare and include with the RFP documents a form to be completed by Proposers that will cover the qualification requirements described herein.

#### **7.4.7 Scope of Work / Services**

The RFP shall include the scope of work and services being requested, applicable terms and conditions, the time in which the project must be completed, requirements concerning coordination with other entities, other information that may be useful in preparation of the proposal, and evaluation criteria specifically tailored to the project. Such criteria shall include the consultant's proven experience and competence, bondability, insurability, understanding of the scope of work, financial ability, 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 assigns weighted values to the evaluation criteria, such values shall be indicated in the RFP. In addition, résumés of the consultant's staff may be requested to allow the evaluation committee to determine the staff's training, education, experience, and overall competence to perform the work.

Specifications must include detailed descriptions of the qualitative and quantitative nature of the supplies, equipment, materials, or services 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. The use of blueprints, diagrams, charts, and maps is encouraged to clarify the specifications requirements.

Specifications shall not be drafted to unduly restrict competition. Brand names may be used in Technical Specifications only when it is impractical or uneconomical to specify clear and adequate descriptions of the technical requirements for a particular type of needed product. In all cases where brand names are used, Proposers shall be afforded the opportunity to propose to the County a substitute alternate product of equal quality or value. The County's decision to approve or disapprove such alternate product shall be final and binding on the Proposer.

Note that additional restrictions may apply to federally-funded procurements. *Refer to Section XIV for additional details.*

#### **7.4.8 Pricing Schedule**



Whenever reasonable and appropriate, a firm not-to-exceed price quotation shall 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 total proposed project budget.

The Proposer's completion of the Pricing Schedule shall constitute both the Proposer's prices and acceptance of all the terms and conditions contained in the RFP documents, unless exceptions are thereto are so noted and approved by the County. Purchasing shall develop the Pricing Schedule in coordination with the requesting department. 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 structured to allow the County to make an objective comparison of all RFPs. Whenever possible, this will be accomplished by requesting a Total RFP Price.

#### **7.4.9 Insurance Requirements**

RFP documents shall include a form outlining the County's minimum insurance requirements for the resultant contract, if any. Consult with Risk Management for assistance in identifying the appropriate insurance requirements and documents.

#### **7.5 Advertisement**

Purchasing will publish the Invitation to RFP electronically, and when required by the funding agency or by law, in at least one newspaper of general circulation and physically posted on County premises. The advertisement shall state the time and place for the receiving of proposals and shall describe in general terms the work to be done.

A minimum of 30 days should be allowed between the time RFPs are solicited and when they close. If abnormal conditions exist, the time limit may be increased or decreased.

County employees, and consultants or contractors under the supervision of County employees, shall refrain from discussing details of the requested goods or services with prospective proposers, unless so authorized by Purchasing.

#### **7.6 Addenda**

All proposer questions should be referred to Purchasing as specified within the RFP solicitation documents. If an answer would likely affect the RFP of other proposers, then all proposers shall be so advised, to prevent any one proposer from obtaining an unfair advantage.

Any necessary changes, modifications, or adjustments to specifications, requirements,

or RFP quantities shall be authorized and publicized by Purchasing. No private modifications shall be made.

Once the RFP has been published, all changes necessary to correct any errors in the RFP documents, to extend deadlines, or to otherwise revise the RFP documents, shall be accomplished through the issuance of a written Addendum, authorized and publicized by Purchasing. No private modifications shall be made.

All technical Addenda shall be drafted by the requesting department and shall be reviewed and approved by Purchasing before publishing. Addenda shall identify the RFP number and title, date of issuance, Addendum number, and specific reference to the provisions in the RFP documents being amended and the substance of such amendment.

Purchasing shall publicly issue the addendum so that it is available to all firms or persons who have received a copy of the RFP documents, except in the cases of RFPs that require mandatory attendance of Pre-RFP/Pre-Proposal/Site Inspection Conference(s), in which case only those vendors in attendance may be forwarded addenda.

## **7.7 Proposal Submittals**

Proposal submittals shall be submitted in writing to Purchasing before the time and date specified in the RFP documents. Proposals may be submitted either physically or electronically, at the discretion of Purchasing.

Purchasing shall date and time stamp proposal submittals as they are received. Any proposals received after the specified date and time proposals are due will not be accepted by Purchasing, but will instead be date and time stamped and returned unopened.

Proposals are not subject to public examination until the County has made an award announcement.

From and following the specified date and hours proposals are due, no Proposer shall be permitted to change their proposal, except to correct errors or provide additional information, at the discretion and request of Purchasing.

Original RFP and proposal documents shall be retained on file in Purchasing, until no longer required by the County's Records Retention Policy, or by applicable law.

## **7.8 Evaluation**

Proposals are not subject to public examination until the County has made an award announcement. At a minimum, Proposals shall be reviewed by the Purchasing Agent or authorized designee. The Project Coordinator and other County personnel with appropriate technical expertise shall also be included in the review process, as necessary.

#### **7.8.1 Criteria**

Award shall be made to the Proposer whose proposal is determined in writing to (a) best meet the criteria set forth in the RFP and (b) provide the best value to the County. 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

#### **7.8.2 Selection Process**

The County shall establish an Evaluation Committee (EC) composed of representatives from the County for the purpose of evaluating the proposals received in response to an RFP. The County may include as part of the Committee qualified representatives from other agencies or entities.

Proposal documentation requirements shall be set forth in the RFP to provide guidance regarding the information considered by the EC. The EC shall be responsible for performing the evaluations of each proposal based on the stated criteria, and in cases where there is a known budget limit provided to proposers, including an evaluation of the proposed budget allocations. In all other cases Purchasing will evaluate the proposed costs separately from the EC after non-price factors have been considered, using a mathematical weighting formula.

Each member of the EC shall rate the proposals separately unless the proposals are technical in nature, in which case a subject matter expert may be called upon to score that section. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers.

#### **7.8.3 Initial Evaluation: Proposal Submission and Financials**

GSA-Purchasing shall conduct an initial pass/fail analysis of (a) each proposal submittal package for completeness ("responsiveness"), and (b) the financial stability of each Proposer based upon the Financial Report submitted.

Upon completion of this analysis, Purchasing will forward the Qualification Proposals of the passing proposers to the Evaluation Committee (EC).

#### **7.8.4 Evaluation of Qualifications**

The EC will review and evaluate the Qualification Proposals based on the criteria identified in the RFP, and each proposer will be given a score. Reference checks will be performed, and proposers may also be required to submit to interviews, provide presentations, allow facility surveys, and other items deemed necessary during the evaluation process. In no case shall the County's discretionary use or disuse of these optional additional evaluation processes be grounds for protest of an award decision.

Should the County exercise the option to interview, only those proposers judged by the EC to be the most qualified to perform the work shall be requested to make a formal presentation to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential proposers.

Where appropriate, a presentation will be made to the Board of Supervisors as to the status of the review process.

#### **7.8.5 Evaluation of Pricing**

Price Proposals will remain with Purchasing until the EC has completed the evaluation of the Qualification Proposals, except in cases where the RFP requires proposers to identify what services will be provided for a County-specified budget and how such funds will be allocated, in which case the EC may evaluate this information.

Unless so exempted in the preceding paragraph, Purchasing shall conduct a price analysis to determine whether the compensation terms of the proposals under consideration are fair and reasonable, and shall evaluate pricing using a weighted average, with the lowest price assigned 100% of the points possible.

Proposer qualifications are of the utmost importance in service 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.

In the event that (a) the County receives only one proposal in response to an 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.

#### **7.8.6 Calculation of Final Score**

Upon completion of all phases of the evaluation process, Purchasing shall total the scores to rank the proposals and identify the winning proposer.

### **7.9 Negotiations**

Upon Purchasing's authorization, the Project Coordinator, and those County personnel with technical expertise relating to the project, shall negotiate with the highest-ranked proposer in order to establish a precise scope of work, work schedule and completion date, cost of services, and the method and manner of payment. 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.

In the event that negotiations with the highest-ranked proposer prove unsuccessful, the County shall terminate negotiations with this firm and commence discussions with the next-highest-ranked proposer until a price determined to be fair and reasonable to both parties is obtained. Once negotiations have been terminated with a firm, the County may not go back to that firm for additional negotiations – even if the next lower ranked respondent is higher in price.

#### **7.10 Award of Contract**

Award of Contract shall be made on a “best value” basis to the qualified proposer whose proposal best meets the criteria set forth in the RFP and will be most advantageous to the County, with price and all other factors considered. The Board of Supervisors shall authorize the award of contracts exceeding \$200,000. The Board may authorize the Purchasing Agent to sign them as the Board’s designee, though Purchasing Agent signature is not required if the department receives contract-specific signing authority directly from the Board (County Resolution No. 2019-0129; California Government Code §25502.5).

Upon completion of RFP evaluation and analysis, Purchasing shall notify all proposers in writing of the County's intent to award a contract. The successful proposer must execute the agreement documents and submit the required Certificate of Insurance within the time specified in the RFP or agreement documents, or if no such time is specified therein, within the time specified in the notice of intent to award issued by Purchasing.

#### **7.11 Contract Administration**

The requesting department head or designee shall act as Project Coordinator for purposes of contract administration. Purchasing shall maintain a contract file and distribute copies of relevant correspondence to the department. 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.

## **SECTION VIII:**

### **REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ)**

The Request for Statement of Qualifications (SOQ) process may be used as an alternative to the RFP process for procuring services, with the chief distinction of the SOQ process being that award of contract is made by identifying the most qualified proposer first, before entering into price negotiations.

#### **8.1 General**

California Government Code §4526 and §4527(b) specify that local agencies (i.e., counties) may follow state agency processes for procuring professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms, with selection based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Local governments may establish their own processes for hiring such services, including non-competitive negotiations, provided the following minimum conditions are met:

- Selection must be qualifications-based.
- Solicitation must assure maximum participation of small business firms.
- Documentation must specifically prohibit unlawful practices identified within the Code.

While negotiating service agreements without performing an RFP or SOQ is permitted under the Government Code, the above-listed requirements must still be satisfied. The SOQ process may also be used for services other than those listed above, at the discretion of the Purchasing Agent.

Alternatively, the Government Code also allows for price-based bidding if the needed services are technical and require little professional judgment. Therefore, the County's Request for Quotes (RFQ) or Request for Sealed Bids (BID) processes may be used when the Scope of Work supports it. *Refer to Sections V and VI of this Manual for details on these processes.*

#### **8.2 Process Summary**

The SOQ process is similar to the RFP process defined in Section VII of this Policy Manual, except proposers are ranked solely on qualification, without regard to pricing. Pricing may be requested in the initial solicitation if it is kept separately sealed from the information used to evaluate and rank the proposers. Once the most-qualified proposer is identified, the County may open the selected proposer's pricing and begin contract negotiations.

### **8.3 Initiation**

The department requesting the procurement action shall provide the following to Purchasing:

- Documentation, scoring criteria, and scope of work/services which adequately describe the goods or services required.
- A list of qualified potential Proposers in order to provide sufficient force of competition. Full opportunity to bid shall be granted to all qualified bidders.
- A proposed bidding schedule (including advertising and contract commencement dates).
- Estimated cost of the contract. If the requesting department doesn't have sufficient funding in the current budget for the resultant contract, the department must obtain approval from the Board of Supervisors, and in its documentation to Purchasing shall identify the County's Board Resolution authorizing the solicitation for the SOQ.
- A suggested project coordinator, when appropriate, whose duties will include acting as a liaison between the requesting department and Purchasing.
- Approval by the head of the requesting department.

Purchasing shall review the requesting department's documentation and confirm that the procurement is appropriate for the SOQ process.

### **8.4 SOQ Documents**

Purchasing shall prepare SOQ documents under the supervision of the Purchasing Agent, with input from the requesting department. Purchasing shall establish a preliminary schedule of events, based upon the anticipated date of advertisement, which designates the date upon which all changes, comments, and required approvals must be submitted to Purchasing. Such schedule shall permit a sufficient time period for review of the contract documents by the individuals involved.

Although the provisions and requirements in SOQ documents may vary, the SOQ documents shall, at a minimum, contain the following items:

#### **Notice Requesting Statements of Qualifications/Proposals**

The notice requesting proposals ("Notice") is a publicly advertised document which notifies potential proposers of the title and nature of the contract, the date for a Pre-Proposal Conference, if one is scheduled, and also establishes the subsequent date and time by which proposals must be submitted to the County.

To the fullest extent possible, the SOQ documents shall encourage equal participation of interested Small Business Firms and Disadvantaged Business Enterprises (DBEs). The Notice shall also inform Proposers of applicable DBE requirements, and other significant requirements under federal or state laws, if any.

The Purchasing Agent or authorized designee shall publicly advertise the Notice, which shall refer to and incorporate by reference all SOQ documents (i.e., the General Conditions and Instructions to Proposer, the Special Provisions, the Technical Specifications, and other certificates, forms, and documents), and shall designate the method for obtaining copies of such documents.

#### General Conditions and Instructions to Proposer

The General Conditions and Instructions to Proposer ("General Conditions") sets forth standard terms and conditions which govern the contractual relationship between the successful Proposer and the County. County Counsel shall prepare and maintain the standard General Conditions, necessary for inclusion in competitive SOQ procurements. The General Conditions may be updated or revised from time to time.

#### Special Provisions

Special Provisions prescribe terms and conditions specifically tailored to the particular contract being sought.

#### Pre-Proposal Conference

If a Pre-Proposal Conference is scheduled, the Notice shall advise of the date, time, and location of the conference. An attendance sign-in sheet will be used as a permanent record of the Pre-Proposal Conference and shall contain the names, contact information, and business affiliations of all Proposers and other interested persons in attendance.

#### Qualifications of Proposers

Because the nature of professional services obtained through the SOQ process is such that the qualifications of the Proposers are essential evaluation criteria, Purchasing includes among the SOQ documents a clause setting forth such qualifications, and contracts for services also contain such clauses. In addition, contracts for the provision of supplies, equipment, and materials, where a specially-manufactured product or technical guidance and advice are called for, also contain provisions regarding Proposer qualifications.

Such provisions shall clearly state that the County may reject any proposal that does not meet the requirements stated in the qualifications clause. Included in such clause will be requirements that Proposers demonstrate they are regularly



engaged in the provision of the work or product called for in the contract, and that they have the necessary experience, training, licenses or certifications, resources, facilities, and personnel to perform such work. Additionally, Proposers must attest that they have previously and satisfactorily performed work with characteristics comparable to those specified in the contract. Finally, Proposers may be required to furnish adequate references. Purchasing may, at its option, prepare and include with the SOQ documents a form to be completed by Proposers that will cover the qualification requirements described herein.

#### Scope of Work / Services

The SOQ includes the scope of work and services being requested, applicable terms and conditions, the time in which the project must be completed, requirements concerning coordination with other entities, other information that may be useful in preparation of the proposal, and evaluation criteria specifically tailored to the project. Such criteria must include the consultant's proven experience and competence, bondability, insurability, understanding of the scope of work, financial ability, 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 assigns weighted values to the evaluation criteria, such values shall be indicated in the SOQ. In addition, résumés of the consultant's staff may be requested to allow the evaluation committee to determine the staff's training, education, experience, and overall competence to perform the work.

Specifications must include detailed descriptions of the qualitative and quantitative nature of the services to be procured. They must also set forth the minimum essential characteristics and standards to which the work must conform in order to satisfy the County's intended use. The use of blueprints, diagrams, charts, and maps is encouraged to clarify the specifications requirements.

Specifications shall not be drafted to unduly restrict competition. Brand names may be used in Technical Specifications only when it is impractical or uneconomical to specify clear and adequate descriptions of the technical requirements for a particular type of needed product. In all cases where brand names are used, Proposers shall be afforded the opportunity to propose to the County a substitute alternate product of equal quality or value. The County's decision to approve or disapprove such alternate product shall be final and binding on the Proposer.

Note that additional restrictions may apply to federally-funded procurements. *Refer to Section XIV for additional details.*

#### **8.4.1 Pricing Schedule**

Whenever reasonable and appropriate, pricing may be requested in the SOQ. In some cases, the SOQ may solicit a labor fee schedule for all categories of

personnel to be utilized by the consultant in connection with the project, and a total proposed project budget.

The Proposer's completion of the Pricing Schedule shall constitute both the Proposer's prices and acceptance of all the terms and conditions contained in the SOQ documents, unless exceptions are thereto are so noted and approved by the County. Purchasing shall develop the Pricing Schedule in coordination with the requesting department. The Pricing Schedule may seek separate cost quotations for all relevant aspects of the procurement. In all cases, the Pricing Schedule shall be structured to establish a starting point for negotiations and to allow the County to make a reasonable project cost determination. In no case shall such pricing be used to objectively compare SOQ submittals.

#### **8.4.2 Insurance Requirements**

SOQ documents shall include a form outlining the County's minimum insurance requirements for the resultant contract, if any. Consult with Risk Management for assistance in identifying the appropriate insurance requirements and documents.

#### **8.5 Advertisement**

Purchasing will publish the SOQ Invitation electronically, and when required by the funding agency or by law, in at least one newspaper of general circulation and physically posted on County premises. The advertisement shall state the time and place for the receiving of proposals and shall describe in general terms the work to be done.

A minimum of 30 days should be allowed between the time SOQs are solicited and when they close. If abnormal conditions exist, the time limit may be increased or decreased.

County employees, and consultants or contractors under the supervision of County employees, shall refrain from discussing details of the requested goods or services with prospective proposers, unless so authorized by Purchasing.

#### **8.6 Addenda**

All proposer questions should be referred to Purchasing as specified within the SOQ solicitation documents. If an answer would likely affect the SOQ of other proposers, then all proposers shall be so advised, to prevent any one proposer from obtaining an unfair advantage.

Any necessary changes, modifications, or adjustments to specifications, requirements, or quantities shall be authorized and publicized by Purchasing. No private modifications shall be made.

Once the SOQ has been published, all changes necessary to correct any errors in the SOQ documents, to extend deadlines, or to otherwise revise the SOQ documents, shall be accomplished through the issuance of a written Addendum, authorized and publicized by Purchasing. No private modifications shall be made.

All technical Addenda shall be drafted by the requesting department and shall be reviewed and approved by Purchasing before publishing. Addenda shall identify the SOQ number and title, date of issuance, Addendum number, and specific reference to the provisions in the SOQ documents being amended and the substance of such amendment.

Purchasing shall publicly issue the addendum so that it is available to all firms or persons who have received a copy of the SOQ documents, except in the cases of SOQs that require mandatory attendance of Pre- Pre-Proposal/Site Inspection Conference(s), in which case only those vendors in attendance may be forwarded addenda.

## **8.7 Proposal Submittals**

Proposal submittals shall be submitted in writing to Purchasing before the time and date specified in the SOQ documents. Proposals may be submitted either physically or electronically, at the discretion of Purchasing.

Purchasing shall date and time stamp proposal submittals as they are received. Any proposals received after the specified date and time proposals are due will not be accepted by Purchasing, but will instead be date and time stamped and returned unopened.

Proposals are not subject to public examination until the County has made an award announcement.

From and following the specified date and hours proposals are due, no Proposer shall be permitted to change their proposer, except to correct errors or provide additional information, at the discretion and request of Purchasing.

Upon award of contract, all proposer Financial Reports shall be destroyed to preserve their confidentiality. Other original SOQ and proposal documents shall be retained on file in Purchasing until no longer required by the County's Disposition Policy, or by applicable law.

## **8.8 Evaluation**

### **8.8.1 Criteria**

Respondents are evaluated strictly on the basis of their qualifications, expertise, and relevant experience for performing the desired work.

### **8.8.2 Selection Process**

The County shall establish an Evaluation Committee (EC) composed of representatives from the County for the purpose of evaluating the proposals received in response to an SOQ. The County may elect to include as part of the Committee qualified panel members from other county departments, other public jurisdictions, the community at large, or recognized experts in a particular field.

Proposal documentation requirements shall be set forth in the SOQ to provide guidance regarding the information considered by the EC. The EC shall be responsible for performing the evaluations of each proposal based on the stated criteria. Each member of the EC shall rate the proposals separately unless the proposals are technical in nature, in which case a subject matter expert may be called upon to score that section. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers.

#### **8.8.3 Initial Evaluation: Proposal Submission and Financials**

Purchasing shall conduct the initial pass/fail analysis of (a) each proposal submittal package for completeness (“responsiveness”), and (b) the financial stability of each Proposer based upon the financial report submitted.

Upon completion of the financial analysis, Purchasing will forward the Qualification Proposals of the passing proposers to the EC.

#### **8.8.4 Evaluation of Qualifications**

The EC will review and evaluate the Qualification Proposals based on the criteria identified in the SOQ, and each proposer will be given a score. Reference checks will be performed, and proposers may also be required to submit to interviews, provide presentations, allow facility surveys, and other items deemed necessary during the evaluation process. In no case shall the County’s discretionary use or disuse of these optional additional evaluation processes be grounds for protest of an award decision.

Should the County exercise the option to interview, only those proposers judged by the EC to be the most qualified to perform the work shall be requested to make a formal presentation to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential proposers.

Where appropriate, a presentation will be made to the Board of Supervisors as to the status of the review process.

Once the most-qualified respondent is identified, Purchasing shall notify all proposers in writing of the County's intent to award a contract, and the County may engage in price negotiations. If the County is unable to come to pricing terms with the highest-ranked respondent, then the County may close such

negotiations and begin negotiating with the next-highest-ranked respondent, continuing in this manner until an agreement can be reached. The County may not return to negotiating with higher-ranked respondents once they have been passed over.

#### **8.8.5 Evaluation of Pricing**

Price Proposals will remain sealed until the EC has completed the evaluation of the Qualification Proposals.

In the event that (a) the County receives only one proposal in response to an SOQ, (b) the responses reveal a lack of adequate competition, or (c) the SOQ 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.

#### **8.9 Negotiations**

Upon Purchasing's authorization, the Project Coordinator, and those County personnel with technical expertise relating to the project, shall negotiate with the highest-ranked proposer in order to establish a precise scope of work, work schedule and completion date, cost of services, and the method and manner of payment. In the event that negotiations with the highest-ranked proposer prove unsuccessful, the negotiating team shall commence discussions with the next-highest-ranked proposer. 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.

#### **8.10 Award of Contract**

Award of Contract shall be made to the best-qualified proposer whose proposal best meets the criteria set forth in the SOQ and will be most advantageous to the County. The Board of Supervisors shall authorize the award of contracts in excess of \$200,000. The Board may authorize the Purchasing Agent to sign them as the Board's designee, though Purchasing Agent signature is not required if the department receives contract-specific signing authority directly from the Board (County Resolution No. 2019-0129; California Government Code §25502.5).

Upon completion of SOQ evaluation and successful contract negotiations, the successful proposer must execute the agreement documents and submit the required Certificate of Insurance within the time specified in the SOQ or agreement documents, or if no such time is specified therein, within the time specified in the notice of intent to award issued by Purchasing.

#### **8.11 Contract Administration**

Upon successful completion of price negotiations, the County may execute a

contract with the successful respondent using County Counsel's Professional Design Services agreement form, obtaining Board approval if so required (a Service Purchase Order ("SERPO") must never be issued for architectural or engineering services, for the reason of indemnity protection found only in the formal agreement form). The requesting department head or designee shall act as Project Coordinator for purposes of contract administration. Purchasing shall maintain a contract file and distribute copies of relevant correspondence to the department. 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.

## **SECTION IX:**

### **REQUEST FOR INFORMATION / REQUEST FOR INTEREST (RFI)**

The competitive Request for Information / Request for Interest (RFI) process is generally used in cases where the County is seeking information in order to better define the Scope of Services being developed for an upcoming competitive process, such as an RFP, or in cases where the County is seeking to identify potential vendors who might be interested in responding to such an RFP.

#### **9.1 Process**

The RFI process is not a procurement process governed by code, but rather is an information-seeking activity. As such, there are no rules governing the solicitation process, though good judgement should be exercised in crafting the written solicitation and efforts should be made to advertise it appropriately to ensure a satisfactory response.

RFIs should only be conducted when necessary, as they add to the time required to complete the eventual RFP process. To avoid such delays, the RFI process should be skipped if sufficient Scope of Work information and a ready pool of potential contractors exist to facilitate conducting an RFP.

#### **9.2 RFI Documents**

RFI documents may consist of a simple open letter requesting responses be sent to a specified person or location by a specified time and date. Purchasing's documents may be used as a template.

#### **9.3 Evaluation**

There are no formal evaluation or award processes, as an RFI seeks only to gather information.

#### **9.4 Negotiations**

In cases where only one vendor responds to the RFI, the County may document that insufficient marketplace competition exists to conduct a competitive process, and may proceed with negotiating and awarding an agreement with the single vendor, subject to Purchasing Agent approval under the sole-source justification process defined in Section X. However, departments shall not conduct RFIs to circumvent the competitive RFP process.

## SECTION X:

### EXEMPTIONS TO COMPETITIVE PROCUREMENT REQUIREMENTS

#### 10.1 General

Absent a statutory requirement, public entities are not bound to engage in competitive bidding (San Diego SAFE v. Superior Ct., (1988) 198 CA 3d. 1466, and Grayden v. Pasadena Redevelopment Agency (1980) 104 CA 3d 631).

Purchases of equipment, materials, supplies, and services shall be awarded through competitive processes, except when the Purchasing Agent determines that at least one of the following conditions apply:

- Micro Purchase;
- Emergency;
- Sole-Source;
- Cooperative Purchasing;
- Services;
- No Advantage;
- Categorical Exemption.

#### 10.2 Micro Purchases

Competitive processes are not required when the price of an individual item (as distinct from the total contract), or the total price for services, is below \$15,000.

Bulk purchases of sundry supplies totaling more than \$15,000 but where any and all individual items are below \$15,000 each do not require competitive solicitation (County Code §2.24.060, §2.24.100). *Refer to "Stores Account" in Section II of this Policy Manual.*

Public works of improvement above \$1,000 are subject to prevailing wage and reporting requirements, regardless of procurement method (Labor Code §1720). *Refer to Section XI for further information.*

Federally-funded purchases may be subject to Micro Purchase thresholds different from those of the County. In such cases, the more stringent of policies shall be followed. *Refer to Section XIV for further information.*

#### 10.3 Emergencies



The County is not required to competitively purchase supplies, equipment, materials, or services when immediate action is required to avoid imminent danger to persons or property.

Emergency purchases must be authorized by the County Purchasing Agent (or designee), or if such persons are not immediately available, may be made by any person or official authorized to sign requisitions. All such emergency purchases shall be made by County personnel who have expertise related to the emergency situation, and shall be subsequently approved and confirmed by the Purchasing Agent. If the Purchasing Agent 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 of the emergency purchase shall not constitute a legal charge against the county (County Code §2.24.040).

During a natural disaster or other such emergency, all related emergency procurements will be coordinated through the County's designated Emergency Operations Center. To be eligible for reimbursement by the Federal Emergency Management Association (FEMA), purchases must follow the rules found in Section X of this policy manual.

#### **10.4 Sole Source**

Competitive processes are not required when the procurement qualifies for sole-source exemption, as justified by the requisitioner and approved by the Purchasing Agent. A sole-source decision is not permitted merely upon the grounds that such approach is the most convenient, or that the subject product demonstrates technical or administrative superiority, or is preferred by staff.

A sole-source procurement can be made from only one source of supply, or when no competitive advantage can be gained through competitive processes. Such situations may arise when the item or service requirements are so unusual or distinct that the possible sources are narrowed down to one. This may be the case, for example, with replacement parts for brand-name machinery, equipment, or vehicles, or when purchasing specialized software. The sole-source vendor must be the only known supplier with the capability of meeting the County's specifications or other requirements.

Acceptable sole-source justifications include:

- Negotiated or sole-source purchases that have been specifically pre-authorized by the Board of Supervisors.
- After soliciting a number of sources, Purchasing determines that procurement of a basic item or service is available only from a single vendor.
- Competition is precluded because of the existence of patent rights,

copyrights, secret processes, control of the basic raw material(s) or similar circumstances, and no equivalent good or service is available.

- The procurement is for parts or components for equipment, and no information or data is available to ensure that the parts or components obtained from another supplier will perform the same function in the equipment; or the parts or components could compromise the safety or reliability of the product, or would void or invalidate a manufacturer's warranty or guarantee.
- The procurement is for services from a provider with unique knowledge, skill, or ability not available from other sources.
- A distributor or service provider has an exclusive franchise or operating agreement with the supplier of goods to be purchased or maintained and no other person or entity may provide, install, service or maintain the goods in the service area. This does not include the purchase of goods where a same or similar good may be purchased and is not otherwise defined as a Single Source item.
- The procurement is for goods and/or services where standardization is beneficial for reasons including maintenance, repair, training, and interoperability.
- The procurement is for goods and/or services where continuity of providers will provide efficiency or critical knowledge, and other providers of the goods and/or services cannot provide similar efficiencies or critical knowledge.
- When so directed by the Court, the funding source, as mandated by the state, or other relevant authority.

The requesting department shall initiate such procurement by completing a written requisition and Justification for Sole Source/Sole Brand form (Exhibit 1), which shall be approved by the head of the requesting department or authorized designee, and then sent to Purchasing for approval. The requesting department head or 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.

Prior to taking action on the sole source 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.

#### Cost Analysis

Unless the reasonableness of the sole-source vendor's price can be established on the basis of a catalog or market price for similar commercial products 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.

Such cost analysis involves the verification of cost data, the evaluation of specific cost elements (including labor hours, quantities, tooling, testing, etc.), and the projection of the cost data to determine its effect on prices.

In judging whether the price offered is reasonable, consideration shall be given to the necessity for certain costs; the reasonableness of amounts estimated for necessary costs; the basis for allocating overhead costs; allowances for contingencies; and the appropriateness of allocations of particular overhead costs to the contract.

### **10.5 Cooperative Purchasing**

Procurement may be made through existing cooperative purchasing agreements with other government agencies or public utilities, where the requirement for competitive procurement has already been met by the actions of the lead agency. Non-competitive ("negotiated") cooperative agreements are not acceptable for use in situations where competitive procurement is required. *Refer to Chapter XI of this Manual for more information.*

### **10.6 Standardization**

Where standardization of an item or service from a single source has been justified by comparative analysis or usage, and is in accordance with established policy (example: compatible parts and devices from the manufacturer or sole-authorized distributor of equipment in service); or where 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.

When 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.

### **10.7 Services**

The County is not required to competitively procure services by law (Government Code §4526 and §4527); however, County policy is that services of \$100,000 and above be competitively obtained, unless exempted under the other classifications identified in Section X of this manual.

Agreements below \$100,000 may be negotiated; however, it may be in the County's best

interest to procure them using the Request for Proposals (RFP) or Request for Statement of Qualification (SOQ) processes as defined in Chapters VI and VIII of this manual. Alternatively, competitive price-based bidding may be undertaken for services with standard, non-personal qualities that are easily quantifiable, and which lend themselves to price comparison.

Regardless of the method used, the County's processes shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when these employees have a relationship with a person or business entity seeking a contract (Government Code §4527).

### **10.8 No Advantage**

The County is not required to perform a competitive process when there is no legal requirement for bidding; no monetary advantage 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. When the Purchasing Agent does not seek competitive bids, the Purchasing Agent shall be in compliance with and adhere to County Code §2.24.060.

### **10.9 Categorical Exemptions**

The following types of procurement of goods and/or services are categorically exempt from competitive procurement requirements:

- Utility Services: The item or service to be procured is from a utility or a direct access provider and qualifies as a Single Source.
- Educational Services: Procurement of educational services from a not-for-profit organization.
- Inter-Governmental Agreements (IGA) and Agreements or Memorandums of Understanding (MOU): IGAs/MOUs between governmental agencies for trading services in kind, or for specialized services that only the specified agency is capable of providing (such as police services in a designated jurisdiction).
- Publications and Subscription Services: Notices, advertisements, and publication services used to post notices required by law or necessary to support the County operations. Information sources governed by publisher agreement, subscriptions (on-line or print) to newspapers, journals, and other periodicals. Legal research services and publications used for legal research and analysis.

- Memberships: Memberships in groups or organizations for which competitive procurement is not feasible.
- Interim Contracts: Interim contract or extension of an existing contract where the required goods or services are the subject of an ongoing procurement and where the results of that procurement have been protested in accordance with Board Policy A-97 (Protest Procedures for Award of Contracts), or litigation has been initiated or is believed to be forthcoming, or where an unforeseen and intervening event has delayed the award or caused the procurement to be cancelled or a portion of the procurement to be redone; or where the goods or services are or were provided through a contract that has been or is expected to be terminated or suspended.

## **SECTION XI:**

### **CONTRACTS**

#### **11.1 General**

The County uses a variety of contractual documents designed for certain types of goods or services. County Counsel is responsible for maintaining and updated these standard agreement forms, which Counsel and Purchasing may modify to meet departmental needs.

#### **11.2 Forms of Contract**

##### **11.2.1 Purchase Order**

Purchase Orders (POs) are the most basic form of contract used by the County. POs reference a standardized set of Terms and Conditions, as set forth by County Counsel.

POs are not required for certain types of expenses, as determined by the Auditor-Controller's Office. Examples of such expenses typically include utility payments, conference registration fees, employee training, membership fees/dues, public notices, and subscriptions.

##### **11.2.2 Service Purchase Order**

Service Purchase Orders (SERPOs) may be used for services with a well-defined scope of work. SERPOs reference one of several standardized sets of Terms and Conditions, selected according to the type of services being procured.

Departments wishing to use the SERPO process should be aware of special regulatory issues relating to scope of work and procedural steps, particularly with regards to Public Works of Improvement (construction and maintenance) work. For these reasons, SERPOs should not be used for Public Works of Improvement above \$25,000.

SERPOs may never be used for Architectural and Engineering (A&E) services, due to the insurance and indemnity coverage required to protect the County's interests. Always contract for A&E services using the Agreement for Professional Design Services.

##### **11.2.3 Blanket Purchase Order**

Blanket Purchase Orders (BPO) are established for a specified period of time (generally one Fiscal Year) with a vendor for items or services as may be required during that time period. BPOs may be executed without competitive processes when the price of an individual item (as distinct from the total contract) is below \$15,000 (County Code §2.24.060, Ord. §CS-502, 1992). Examples of BPO uses include sundry supplies or tools as needed throughout the year, or for as-needed repairs of vehicles or equipment.

#### **11.2.4 Agreement for Independent Contractor Services**

An independent contractor is one who provides services, exercises an independent employment or occupation, and represents his or her 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 contracted work. Examples of independent contractors include janitorial services and security guard services.

Such agreements may be negotiated; however, the preferred procurement methods for such services is the Request for Proposals (RFP) or Request for Statement of Qualification (SOQ) processes defined in Chapters VI and VIII of this manual. Alternatively, competitive bidding may be undertaken for services with standard, non-personal qualities that are easily quantifiable and which lend themselves to price comparison.

Note: 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)

#### **11.2.5 Agreement for Public Works of Improvement**

The Public Works of Improvement agreement form is used exclusively for projects that include “construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds” (Labor Code §1720(a)(1)). This type of work is subject to many special regulations, and failure to follow specified procedures could expose the County to significant penalties. Departments not well-versed in procuring such work should seek Purchasing’s assistance.

Change Orders: All contracts for Public Works of Improvement services must require the contractor to advise the County in writing immediately upon notice of any unanticipated condition or contingency that may cause a change in the scope of work, or otherwise effect an adjustment in the specified compensation. Such written notice shall explain the circumstances leading to the unforeseen condition or contingency, shall identify any proposed adjustment in

compensation, and be approved by the County prior to performance of the work described therein.

Changes initiated by the County shall be coordinated with the Purchasing Agent, who will request a proposal from the consultant covering the areas of cost impact, schedule changes, and changes in scope. The project coordinator assigned by the County shall monitor compliance with the technical requirements of the contract, but shall have no authorization to unilaterally implement changes in the scope of work.

#### **11.2.6 Agreement for Professional Services**

The Board of Supervisors may contract for special services on behalf of the County, any County officer or department, or any district or court in the county. Persons hired under these contracts are independent contractors for purposes of right of control, taxes, benefits, etc.

The Agreement for Professional Services is suitable for specially-trained and experienced persons or firms ("consultants") from a variety of fields such as: finance, economics, accounting, legal, medical, therapeutic, administrative, hardware/software systems, or other matters involving specialized expertise or unique skills. In general, these services also include advice, education, or training for the County.

Such agreements may be negotiated; however, it may be in the County's best interest to procure such services using the Request for Proposals (RFP) or Request for Statement of Qualification (SOQ) processes defined in Chapters VI and VIII of this manual. Alternatively, competitive bidding may be undertaken for services with standard, non-personal qualities that are easily quantifiable and which lend themselves to price comparison.

#### **11.2.7 Agreement for Professional Design Services**

Similar to a Professional Services contract, this form of agreement is used whenever contracting with specially-trained persons providing services in architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms". (Government Code §4526 and §4527)

Professional Design Services agreements may be negotiated; however, it may be in the County's best interest to instead use the Request for Statement of Qualification (SOQ) process defined in Chapter VIII of this manual. Alternatively, competitive bidding may be undertaken for services with standard, non-personal qualities that are easily quantifiable and which lend themselves to price comparison.

#### **11.2.8 Agreement for Technology Services**



Similar to a Professional Services contract, the Technology Services agreement is used to obtain services of specially-trained persons to address computer programming services, and other computer technology needs of the County.

#### **11.2.9 Agreement for Personal Services**

Personal services contracts do not fit into the above categories, in that the County retains the right and ability to direct the work of the contractor. The County determines when and where the contractor's work is done, and unless otherwise provided, supplies equipment necessary for the contractor to perform (e.g. computer desk, books, and supplies). The contractor is considered a contract employee for state and federal taxes and for Workers' Compensation purposes. Examples of Personal Services include counseling and various medical services.

The Board of Supervisors allows departments to approve Personal Services contracts at any dollar limit provided the services are approved in the department's Board-approved budget or through a specific Board-approved agenda item. Signature approvals are required from the Chief Executive Office (or designee), County Counsel, and the Contractor. Personal Services Agreements are administered by the County's CEO – Human Resources Dept.

#### **11.2.10 Master Agreements**

Master Agreements are established by Purchasing through competitive procurement processes, where required. Such agreements are generally intended for countywide participation. This is different from departmental agreements established by departments for their own internal departmental use.

Under the Master Agreement, vendors agree to provide goods and services at specific prices for specific periods of time, in accordance with the general Scope of Work and Terms and Conditions contained in the solicitation. Purchasing estimates departmental participation under the Master Agreement and establishes an aggregated Not-To-Exceed dollar limit for the Master Agreement, obtaining Board approval as necessary.

County departments may order goods or services under the Master Agreement by means of subordinate Project Agreement, Purchase Order, Blanket Purchase Order, or SERPO, as may be appropriate under the terms of the Master Agreement. All such orders shall be processed through the County's electronic financial management system, and Purchasing shall monitor such departmental activity under the Master Agreement and advise the departments when spending approaches Agreement limits.

#### **11.2.11 Cooperative Purchasing Agreements ("Piggy-Backing")**

The Purchasing Agent shall have the authority to join with other public jurisdictions in cooperative purchasing plans, programs, or pricing agreements that the Purchasing Agent determines serve the best interest of the County. The Purchasing Agent is authorized to recommend a cooperative or "piggyback" purchase on an awarded contract for services or equipment, entered into by other governmental agencies ("Lead Agencies") through a competitive procurement process, provided the requested products or equipment requested by the County meet the technical specifications of the original contract awarded by the Lead Agency.

The Purchasing Agent may also buy directly from a vendor at prices established by a competitive procurement process conducted by another public jurisdiction and in substantial compliance with the County's Procurement policies, even if the County had not formally joined with that public agency in the cooperative purchase. The Purchasing Agent may also purchase from the United States of America, or any state, municipality, or other public corporation or agency therein.

#### **11.2.12 Inter-Governmental Agreement (IGA) / Memorandum of Understanding (MOU)**

The Purchasing Agent may execute agreements between internal County departments, between the County and other governmental agencies, or between the County and non-profit entities. In cases where the parties wish to provide services-in-kind (in lieu of monetary compensation) the MOU form of agreement is appropriate.

#### **11.2.13 Temporary Labor**

The procurement of temporary labor/staffing services must be coordinated through the County's CEO-HR (Human Resources) department to ensure compliance with special regulations, in accordance with County Code Title 3 - Personnel, Chapter 3.65 Contracting with Temporary Help Firms, et seq. *Refer to Section XIV of this manual for further information.*

#### **11.2.14 Leases**

Leases for equipment are typically executed on the vendor's forms, after review and approval by County Counsel. However, property leases are typically executed on the County's forms, with terms custom-tailored to each individual agreement. Because of the complexities involved in negotiating and drafting property lease documents, such forms are administered by Purchasing. *Refer to Section XIII of this manual for further information.*

### **11.3 Approvals**

Contract approval authority and required processes depends largely on the dollar amount and type of agreement being executed, as detailed in Section IV of this manual.

In general, the County Purchasing Agent may execute agreements up to \$200,000, while contracts over \$200,000 require Board approval. The Board may authorize the Purchasing Agent to sign them as the Board's designee, though Purchasing Agent signature is not required if the department receives contract-specific signing authority directly from the Board (County Resolution No. 2019-0129; California Government Code §25502.5).

#### **11.4. Administration**

##### **11.4.1. Notices**

Purchasing 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 regarding the commencement and progress of contracts. Depending upon the peculiarities of a specific procurement, Purchasing may request the using department assign these responsibilities to a designated Project Coordinator. Any such delegation shall be made known to the contractor involved.

##### **11.4.2. Maintenance of Procurement Records**

Purchasing shall maintain a file for each contract, containing all records documenting the significant history of the contract, including all communications between the County and the contractor. In addition, such file shall include any and all documents evidencing the rationale for the method of procurement and relating to the selection of the contractor.

##### **11.4.3. Revisions**

A written revision must be issued to the contractor when the Project Coordinator deems it necessary that extra work be performed, or that certain work be omitted, or that modifications be made regarding the contract requirements. These written revisions assume that any dispute over the pricing of the contract modification have been resolved.

##### **11.4.4. Resolution of Contract Claims or Disputes**

If a dispute arises as to the payment of any additional compensation arising out of 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 potential disputes to the attention of the County 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.

The Project Coordinator shall review the notice of potential claim with Purchasing 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 Purchasing 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.

#### **11.4.5. Exercise of Options**

County contracts for the provision of goods that have been awarded pursuant to competitive bidding may allow for the option term, renewal, renewal or extension of the contract term. If the original specifications provided for such an option, the Project Coordinator shall evaluate the performance of the contractor to determine if said performance has been satisfactory, and whether there are sufficient funds in the approved operating budget for the project to be extended or renewed.

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, such may be made in accordance with those terms and conditions specified in the original contract documents.

#### **11.4.6. Warranty Repairs**

In the event that the Project Coordinator or designee 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.

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.

#### **11.4.7. Contract Expiration**

Purchasing shall provide a system of notification to advise requesting departments 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 10 working days of the notification.

The County generally seeks to avoid contracts with auto-renewal clauses, also known as (“evergreen”) contracts. The automatic renewal of such contracts may result in non-compliance with established procurement rules and contract spending limit authority.

#### **11.4.8. File Disposition**

Purchasing retains procurement and contract records for the period of time prescribed in the County’s Board-approved Destruction of Records Schedule, unless such records are otherwise specifically mandated to be kept longer by the funding source for the procurement or contract (County Resolution No. 2001-510).

### **11.5 Insurance and Bonding**

For contracts subject to competitive bidding, the County may require insurance and bonding from the contractor for the County’s protection in the event of default, excusable failures to perform, accident, injury, or other liability or loss. The County’s competitively-bid contracts include insurance, indemnification, and bonding provisions, according to the type and estimated cost of the contract, the source of funding, market conditions, and other considerations.

#### **11.5.1 Insurance**

All contracts for on-site services or 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 Dept. County approval of a contractor’s insurance policies and coverages shall be a condition precedent to entering into the agreement.

#### **11.5.2 Bonding**

Bid Bonds, Performance Bonds, and Payment Bonds: For Public Works of Improvement (construction and maintenance) projects, the principal protection of County interests in the case of default or other failure to perform shall be by means of bonds. *Refer to the “Bonding” paragraph 6.4.10 of this manual for details.*

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 riding or driving in County vehicles, the County may require the contractor to furnish an employee fidelity bond. Such bonds provide protection for the County in cases of negligence, misconduct, or theft by contractor's employees. The coverage type and amount shall be established by Risk Management.

## **11.6 Reporting**

Board of Supervisors' approval is required for any contract or agreement where total cumulative compensation exceeds \$200,000. Each budget cycle departments shall provide a report to the Board identifying contracts greater than \$200,000, and between \$100,000 and \$200,000, that have not already been approved by the Board of Supervisors for the term of the contract. Such reportable contracts are those where the threshold parameters are met by including all payments made by an individual department within a rolling 3-year period, consisting of the current fiscal year plus the two previous fiscal years, and where there has been no break in contractual services for over six months (County Resolution No. 2019-0129, prior Resolution Nos. 2006-58 and 2011-174).

Departments are provided an opportunity to seek Board approval for these contracts as part of the budget document and agenda item connected to each budget cycle. The budget cycle agenda item is a mechanism for reporting and seeking Board of Supervisors' approval for contracts as identified above and does not replace or circumvent the County procurement and approval processes, such as RFP and bid requirements.

## **SECTION XII:**

### **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 to supplement the policies and regulations set forth elsewhere in this Manual.

#### **12.1      General**

The following concepts are fundamental to the County's vendor relationships:

Vendors should be directed to make their initial contact through an appointment with Purchasing, and shall be received promptly and courteously. However, if deemed necessary or beneficial by the Purchasing Agent, interviews for specific needs may be arranged with representatives of other County departments.

GSA-Purchasing is available to meet with vendor representatives between 8:00 a.m. - 5:00 p.m. Monday through Friday, excluding holidays. Vendors shall be encouraged to request appointments in advance.

The County shall avoid vendor "back door" selling, which is an attempt to get a customer department to specify to Purchasing a specific brand, product, or supplier, to the exclusion of legitimate competition:

- Customer department requests for information from a vendor should be handled by Purchasing. In cases where the required technical detail or preliminary information make it advisable for others to handle the request, Purchasing should be sent copies of all correspondence, including any proposals or quotations.
- Product demonstrations and/or samples for tests will be requested and arranged by Purchasing.
- The Purchasing Agent shall not make, nor be asked to make, unreasonable or unnecessary demands on suppliers.
- 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 return of such goods at the bidder's expense.

- 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.
- Customer departments shall not request or expect contractors to perform pre-purchase design, demonstrations, layouts, or presentations at no charge, as such services cannot be considered by Purchasing when making an award.
- When pre-purchase services are necessary, such services shall be purchased separately from any purchase of equipment, supplies, or services. Contact Purchasing for assistance in advance of procuring pre-purchase services.
- 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.

## **12.2 Bidder Lists**

Bidder lists shall be maintained by Purchasing, organized by commodity or service classifications. Such lists may be in an electronic database format accessible to direct application and self-certification by interested business enterprises. All business enterprises seeking to do business with the County are responsible to ensure that their information on such lists is current.

Purchasing shall refer to such bidder lists in compiling distribution lists, contacting potential vendors or suppliers, and in all other procurement activities involving solicitation of potential vendors, suppliers, contractors, or consultants. The bidder lists shall contain information concerning the qualifications and expertise of each person or firm, and the Disadvantaged Business Enterprise (DBE) status of each person or firm. In addition, such lists may contain comments and observations by County personnel concerning the person's or firm's past performance.

It is not practical nor economically feasible for the County to mail or otherwise solicit bids from all business enterprises who have requested to be placed on bidder lists. 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 online procurement opportunity postings.

## **12.3 Awards**



Purchasing will provide notification to the successful bidder when award is made, and will further ensure that the appropriate Purchase Order (Exhibit 2), and/or agreement is promptly executed. Purchase Orders may be used as a document for contract award, and will act as a working document during the life of the contract.

The County acknowledges that bidders may be interested in aspects of a bid beyond whether the bidder won the award or not. Bidders may be 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; therefore, 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. 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 Invitations For Bids (BIDs) or Requests For Proposals (RFPs).

#### **12.4 Protests and Appeals**

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

Any complaint regarding a procurement must be handled through the administrative processes defined herein. Failure to adhere to or attempting to circumvent or influence these administrative processes by contacting persons other than the Purchasing Agent or designee identified in the solicitation documents, shall result in the protestor's immediate disqualification from consideration of award.

#### **Definitions**

For the purposes of this procedure:

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

6. "Purchasing Agent" means the Stanislaus County Purchasing Agent.

### Protest Procedure

Any Interested Party may file a written protest with the Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.

The protest shall be physically delivered or sent by registered mail to the Purchasing Agent. Emailed requests will not be honored.

The protest must be physically received by the Purchasing Agent before 5:00 PM local time on the last day of the five (5) day protest period.

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, and solicitation (RFQ/BID/RFP, etc.) number and closing date;
- c. Contain a concise statement of the grounds for protest; provided, however, RFQ/BID/RFP process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to those issues must be raised and addressed, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
- d. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

### Protest Review

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.

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 parties.

Purchasing Agent decisions may be appealed in writing to the Chief Executive Officer or his/her designee(s), with a copy to the Purchasing Agent, not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. However, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for

an appeal. A bid appeal review committee comprised of the Chief Executive Officer or designee, the Chairman and Vice Chairman of the Board shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The County may share the protest and appeal materials with other proposers and may request them to comment on the protest and appeal. 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 bid appeal review committee shall be final.

If the protested procurement involves Federal funds, interested parties may have the right to appeal to the appropriate Federal agency. When applicable, the Purchasing Agent shall give notice to the interested party that he or she has the right to such an appeal and shall identify the Federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

## **12.5 Vendor Performance**

Stanislaus County has developed many business relationships with both local and national firms. An occasional delayed shipment is to be expected; however, a vendor may be debarred from doing business with the County if that vendor continually defaults on delivery of goods or services, or whose goods and services do not conform to specifications. Bidders whose proposals are returned as undeliverable by either public or private mail carriers can also expect their name to be removed from the County's bidder lists.

A business enterprise on a bidder list may be debarred from doing business with the County by being declared "not responsible" as a result of County experience with such firm. In such case, a "not responsible" notation and the rationale therefore shall be made for that person's or firm's entry on such list. Such business enterprise may, however, remain on bidder lists, with such notation, for purposes of evaluation in the case of the County's receipt of a bid from such firm in the future.

A business enterprise may be declared "not responsible" if it is (1) slow to respond or provides unsatisfactory services and deliveries; (2) in violation of applicable federal, state, or local laws, ordinances, rules, or regulations; or (3) fails to respond to bid requests.

Before declaring an entrant on a bidder list to be "not responsible," the Purchasing Agent shall make a reasonable effort to give such firm an opportunity to correct the problem.

## **12.6 Debarment**

A business enterprise may be debarred from doing business with the County based upon direct debarment by the County as defined above, or by any other public agency, expressly the federal government and the State of California.

## **SECTION XIII:**

### **LEASES**

#### **13.1 General**

The Purchasing Agent, subject to direction by the Chief Executive Officer, may negotiate and execute in the name of the County all leases of personal property and real property that the County may require (County Code §2.24.030).

For the purposes of County policy, lease agreements and rental agreements 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 responsibility for signing a lease shall be either the County Purchasing Agent, or the Board of Supervisors, or their designee.

Real property leases are typically executed on the County's forms, with terms custom-tailored to each individual agreement. Because of the complexities involved in negotiating and drafting property lease documents, such forms are administered by Purchasing.

#### **13.2 Equipment Leases**

Leases may not be executed to circumvent regulations regarding the purchase of fixed assets. Considerable investigation must be performed before deciding to lease.

Because equipment leases are typically executed on the vendor's forms, County Counsel review of these forms is important to protect the County's interests. All such leases shall be executed by the Purchasing Agent, or designee, unless explicit authority has been granted by the Board of Supervisors naming another individual to execute a specific agreement.

#### **13.3 Real Property Leases – County as Tenant**

Departmental requests for real property leases are submitted to Purchasing along with a detailed description of departmental needs, including square footage, interior layout, parking, etc. In developing such a description, departments should consider the following:

- Number of full-time, part-time, seasonal or intern staff anticipated;
- Specialized (non-workstation) spaces, such as conference rooms, waiting rooms, interview rooms, workrooms, etc.;
- Number of visitors expected at any one time (affects space and parking capacity requirements);
- Quantity and type of security requirements;

- Clientele expected, and appropriate neighbors;
- Geographic boundaries for the anticipated function;
- Accessibility to public transportation;
- Business hours and days services will operate, and any other specialized needs; and
- Amount and source of funds proposed for monthly lease obligations and any up-front costs for tenant improvements.

Purchasing shall interface with the County's CEO-Capital Projects Department to determine if any County-owned spaces meet the requesting department's needs. If so, Capital Projects shall lead negotiations with all concerned parties. Should other departments occupy such County-owned space and will relocate, both the vacating (lessor) and occupying (lessee) departments will develop an occupancy agreement encompassing at a minimum the exact delineation of the space to be occupied by the new department, including floorplan graphics; and identify any Tenant Improvements to be completed.

If no County-owned space is available or appropriate to satisfy the department's request, Purchasing shall interface with the department's assigned CEO management consultant to obtain written consent with the concept of a new lease, communicated to both Purchasing and to the requesting department. Upon receipt of such written consent, the requesting department shall search for a suitable location, and once found, shall collaborate with Purchasing to negotiate lease terms using the Proposed New Lease Fact Sheet (Exhibit 4). Purchasing shall provide a copy of the completed Proposed New Lease Fact Sheet to both the department's assigned CEO Management Consultant and to CEO-Capital Projects.

Purchasing shall consult with Capital Projects to ensure that the proposed County location meets all requisite ADA and related safety standards prepare the lease agreement and accompanying documents. The requesting department shall prepare the corresponding agenda item for Board of Supervisors approval, if required, and shall work with CEO-Risk Management to ensure proper insurance coverage is in place. Once approved, the Purchasing Agent may sign and finalize the lease, and renewals of the lease may be re-negotiated in coordination with GSA-Purchasing.

Copies of the fully-executed agreement shall be with provided to the following:

- The requesting department's CEO Management Consultant;
- GSA-Facilities Maintenance;
- Capital Projects;
- Auditor-Controller;

- CEO-Risk Management departments; and
- Any additional parties as may be appropriate.

Once such copies of the agreement are distributed, CEO-Capital Projects and the Auditor-Controller will update the County facility inventory. GSA-Facilities Maintenance will coordinate the delivery of services as identified within the agreement.

#### **13.4 Real Property Leases – County as Landlord**

The Board of Supervisors may make contracts, acquire, lease, or sublease property by a four-fifths vote of the board, enter into leases, or concession or managerial contracts involving leasing or subleasing all or any part of county-owned, leased, or managed property devoted to or held for ultimate use for airport, vehicle parking, fairground, beach, park, amusement, recreation, or employee cafeteria purposes, or industrial or commercial development incidental thereto (Government Code §25536).

Real property leases where the County is landlord are generally subject to a competitive proposal process and require approval by the Board of Supervisors (County Code §4.24.010):

- The Board of Supervisors shall either accept the highest proposal for the proposed lease submitted in response to a call for bids posted in at least three public places for not less than fifteen days and published for not less than two weeks in a newspaper of general circulation, or reject all bids. Electronic posting may be concurrently, but not in place of, the physical posting and newspaper publication described herein.
- The proposed form of lease shall be and remain on file in the office of the Clerk Recorder for at least fifteen days prior to the opening of bids.
- Terms of lease, oral bidding, minimum rental, deposit required and any other terms of the proposal shall be provided by order of the Board of Supervisors authorizing the call for bids.

Exclusions:

- The Board of Supervisors, by a four-fifths vote of the board, may sell or lease all or any part of County-owned property if the County repurchases or leases back the property as part of the same transaction (Government Code §25536).
- Leases or licenses not exceeding 10 years and having an estimated monthly rental not exceeding fifteen-thousand dollars (\$15,000), may be excluded from the bidding procedure, except that notice shall be posted in the office of the Clerk of the Board of Supervisors, and if the lease or license involves residential property, notice shall be given to the housing sponsors, as defined

by Sections 50074 and 50074.5 of the Health and Safety Code. The notice shall describe the property proposed to be leased or licensed, the terms of the lease or license, the location where offers to lease or license the property will be accepted, the location where leases or licenses will be executed, and any county officer authorized to execute the lease or license.

- If a lease or license is excluded from the bidding procedure, the actual monthly rental in the executed lease or license may not exceed fifteen-thousand dollars (\$10,000), the term of the executed lease or license shall not exceed 10 years, and the lease or license is not renewable (Government Code §25537(b), County Ordinance 668 §1, 1998; 1075 NS §1, 1982; prior code §2-371).

GSA Purchasing shall consult with Capital Projects to ensure that the proposed County location meets all requisite ADA and related safety standards prepare the lease agreement and accompanying documents. The requesting department shall prepare the corresponding agenda item to present the new lease to Board of Supervisors for approval, and work with CEO-Risk Management to ensure proper insurance coverage is in place. Once approved, the Purchasing Agent may sign and finalize the lease, and renewals of the lease may be re-negotiated in coordination with GSA-Purchasing.

Copies of the fully-executed agreement shall be with provided to the following:

- The requesting department's CEO Management Consultant;
- GSA-Facilities Maintenance;
- Capital Projects;
- Auditor-Controller;
- CEO-Risk Management departments; and
- Any additional parties as may be appropriate.

Once such copies of the agreement are distributed, CEO-Capital Projects and the Auditor-Controller will update the County facility inventory. GSA-Facilities Maintenance will coordinate the delivery of services as identified within the agreement.

### **13.5 Tenant Improvements**

Any changes or modifications to leased facilities must be approved by the Purchasing Agent by written agreement or addendum prior to beginning the work. The requesting department shall contact the landlord and obtain an itemized cost estimate of the tenant improvements. Capital Projects shall review the requested improvements to determine whether such may be made within the limitations of State law and County policy (i.e., sole-source contractor selection; use of force account; supplement to lease agreement, etc.).

Departments involved with the lease shall identify:

- Whether the cost of Tenant Improvements and whether they will be paid up front by the County, or up front by the landlord and reimbursed by the County over the initial lease term (not to exceed five years).
- What utility services (water, sewer, electric, telephone, janitorial, maintenance and repairs, etc.) will be paid by which party. If the lease space is “multi-tenant” with other private or public parties, the departments involved shall determine how utility services are calculated, and which party is responsible for billing, collections, payment, and coordination of such utility services. Departments shall consult GSA prior to negotiation of janitorial service agreements.
- Parking arrangements and terms, such as whether off-street parking is provided with the lease, or in addition to the lease.
- Cost of the space (price per square foot), and options or extensions of the leased area.
- Term of the agreement, including effective and termination dates, renewal options, and how and when termination shall be effected.

GSA Purchasing shall prepare the lease agreement and accompanying documents. Such documents shall specify in writing of the requirement to abide by prevailing wage laws outlined by State law, and that such provisions of the California Public Contract Code, Government Code, Labor Code and Health and Safety Code apply to any project conducted on behalf of the County.

Prior to circulating for the lease for signature, GSA Purchasing shall consult with Capital Projects to ensure that the proposed tenant improvements meet all requisite ADA and related safety standards.

If the proposed tenant improvements require Board of Supervisor approval, or are otherwise in conjunction with a lease agreement that requires such approval, the requesting department shall prepare the corresponding agenda item.

Copies of the fully-executed agreement shall be with provided to the following:

- The requesting department’s CEO Management Consultant;
- GSA-Facilities Maintenance;
- Capital Projects;
- Auditor-Controller;
- CEO-Risk Management departments; and
- Any additional parties as may be appropriate.



## SECTION XIV:

### SURPLUS DISPOSAL

#### 14.1 Surplus Disposal

##### Policy

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. The disposition of such surplus property may be made without securing bids or advertising.

For disposition of personal property exceeding one-thousand dollars (\$1,000) per individual item, the Purchasing Agent must obtain prior approval of the Board of Supervisors. All proceeds from such sales shall be paid into the county treasury for the use of the county. (County Ord. CS 475 §3, 1992).

##### Purpose

This policy establishes a process for disposal of obsolete, damaged, scrap, or surplus equipment, materials, and supplies by redistribution within the County, sale, or other suitable action.

##### Application

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

##### Procedure

Each department should review all material and equipment under department control at least annually to determine its usefulness.

Whenever material or equipment becomes surplus or obsolete, the department head shall notify the GSA Central Services Division by completing a Stanislaus County Inventory Transfer Record. (Exhibit 3), which allows the Purchasing Agent to accept and properly dispose of 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.

The requesting department submits a completed Stanislaus County Inventory Transfer Record to the Purchasing Agent for approval. Once approved, the department will make arrangements with GSA Central Services before delivering or picking up any salvage

items.

Upon receipt of an approved Inventory Transfer Record, GSA Central Services shall arrange to remove the material or equipment, or advise the holder to retain the material or equipment at its present location pending disposition.

Central Services 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 by submitting a request on the Stanislaus County Inventory Transfer Record.

Thirty (30) days after circulation of the list to department heads, Central Services will submit a list of surplus materials to the Purchasing Agent or his designee, and, upon Board of Supervisor's approval, will proceed with the disposition of the property by one of the following methods:

- Return to manufacturer or supplier for credit;
- Trade-in on new equipment;
- Sale to the public through sealed bids;
- Sell at public auction;
- Sell for scrap value;
- Lease;
- 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;
- Otherwise dispose of any personal property in the best interest of the County.

#### **14.2 Requests for Donation**

Requests from the general public for donation of County surplus property shall be directed to the Chief Executive Office (CEO), and shall:

- Identify the person making the request
- Identify the organization making the request
- Describe the function of the organization

- Describe the items and quantity requested
- Describe the intended use of the items requested

If the CEO has no objection to the request, it shall be forwarded to Purchasing, who shall then determine the availability, description, and value of the requested property.

Purchasing shall discuss such 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, shall prepare a Board Agenda Item and forward such to the office of the CEO.

#### **14.3 Sale of Surplus Personal Property**

##### **Policy**

The Purchasing Agent is authorized to sell 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. The disposition of such surplus property may be made without securing bids or advertising.

For disposition of personal property exceeding one-thousand dollars (\$1,000) per individual item, the Purchasing Agent must obtain prior approval of the Board of Supervisors. All proceeds from such sales shall be paid into the county treasury for the use of the county. (County Ord. CS 475 §3, 1992).

##### **Purpose**

This policy establishes a process for the sale of any personal property belonging to the County which is deemed to be surplus and not required for public use.

##### **Procedure**

The requesting department submits a completed Stanislaus County Inventory Transfer Record to the Purchasing Agent for approval. Once approved, the department will make arrangements with GSA Central Services before delivering or picking up any salvage items.

Upon receipt of an approved Inventory Transfer Record from a County department, GSA Central Services shall arrange to remove the material or equipment, or advise the holder to retain the material or equipment at its present location pending disposition.

Any individual personal property item exceeding \$1,000 in value requires approval by the Board of Supervisors before it may be sold. The method of such sale (i.e., public auction) shall be at the discretion of the Purchasing Agent, and shall be identified to the Board for items exceeding \$1,000 in value.

If personal property is to be sold, regardless of the value, the Purchasing Agent shall post 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, online, and in such other places within the County as deemed advisable by the Purchasing Agent.

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.

#### **14.4 Sale of Surplus Real Property**

The sale of surplus real property shall follow the policies and procedures set forth in County Ordinance §4.24.030 (Government Code §25539).

## **SECTION XV:**

### **OTHER POLICIES AND PROCEDURES**

#### **15.1 Fixed Assets**

Fixed assets are defined by the Auditor-Controller in the Capital Asset Inventory Guidelines. Fixed asset items are recorded and tracked by the Auditor-Controller. Unless specifically exempted by the Purchasing Agent and the Chief Executive Officer, all fixed assets shall be competitively procured. The procurement process will 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 sole-source documentation.

#### **15.2 Federal Requirements**

The procurement of goods and services using federal grant funds is subject to requirements different from those ordinarily employed by the County. An overview of such federal requirements may be found in the Code of Federal Regulations (CFR), Uniform Guidance §200.318 - §200.327.

In order to preserve the County's federal grant funding eligibility, in cases where conflict exists between the County's policies of those of the non-County funding source, the more stringent of such rules and practices shall apply. This is especially important when making emergency procurements in disaster situations for which the County may apply for Federal Emergency Management Agency (FEMA) assistance. Refer to the FEMA website for additional guidance: <https://www.fema.gov/public-assistance-policy-and-guidance#>.

##### **15.2.1 Additional processes required for federally-funded procurements:**

- Different dollar thresholds for bidding processes.
- More stringent requirements for "piggyback" purchases. Such purchases are rarely allowed.
- Documented targeting of solicitations to Small/MBE/WBE/DVBE contractors (CFR §200.321).
- Documentation of awards to Small/MBE/WBE/DVBE contractors.
- Inclusion of references to specific federal laws and acts.
- Inclusion of specific language in solicitations and contracts.
- Mandatory procurement of recovered materials (CFR §200.322).
- Encouraged use of federal excess and surplus property in lieu of purchasing new equipment and property, whenever feasible,
- Encouraged use of Value Engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

- Development of an internal independent cost estimate before receiving bids or proposals (CFR §200.323(a)).
- Mandatory detailed cost or price analysis for procurements beyond the Federal Simplified Acquisition Threshold (CFR §200.323(a)).
- Profit must be negotiated separately for agreements where no competition exists (CFR §200.323(b)).
- All federally-funded procurement and contract records must be made available for funding/awarding agency or pass-through entity review (CFR §200.324).
- Contracts must contain the applicable provisions described in Appendix II to CFR Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards (CFR §200.326, and Appendix II to Part 200).

#### **15.2.2 Processes prohibited in federally-funded procurements:**

- Geographical (i.e., Local) Vendor Preferences, or otherwise limiting solicitations or competition geographically.
- Negotiated (no-bid) agreements.
- Time & Materials (T&M) agreements without ceiling spending limits or when other types of agreements would be more suitable.
- Cost-plus-percentage-of-cost agreements, under any circumstances (CFR §200.323(d)).
- Brand Name product specifications without identifying product qualities and including “or equal” language.
- Continuing non-bid work under an “emergency” premise after the urgency has past, rather than bidding out the continuing work separately.

Individual federal agencies may impart additional unique requirements beyond those listed above or found in the CFRs. For this reason, it’s important that County departments check with the appropriate federal agency for such details when planning the procurement process.

### **15.3 Environment & Recycling**

Stanislaus County encourages innovation and efficiency improvements. By adopting environmentally-friendly purchasing practices, the County can reduce its environmental impact, reduce costs and liabilities, and improve environmental quality.

#### **15.3.1 Purpose**

This policy outlines the County’s preference for environmentally-friendly products, showcases the County’s environmental stewardship, and directs County departments to practice environmental sustainability to the extent possible. The primary goals are to minimize environmental impacts and promote the purchase of recycled and environmentally-preferred products that:

- Conserve natural resources and materials;

- Reduce the consumption of space in landfills; and
- Increase employee awareness that many used items can serve an additional purpose.

### **15.3.2 General Policies**

Whenever feasible, each department should make every reasonable effort to purchase and use recycled products or with recycled content, to the extent such use does not adversely affect health, safety, operational efficiency, or effectiveness, as determined by each department. Nothing in this policy shall be construed as requiring the purchasing of products that do not perform adequately or are not available at a reasonable price.

Departments will review purchasing specifications and contract requirements, and where feasible, will revise such specifications and contract requirements to encourage the use of recycled products and other environmentally-preferred products. Departments shall consider the ability of a product and its packaging to be reused, reconditioned, or recycled. Departments should purchase products which minimize waste and toxic by-products in their manufacturing, use, recycling, and disposal processes.

The County shall phase in Green Seal-certified restroom cleaning products at all County-occupied buildings, replacing previously purchased non-green products.

### **15.3.3 Recycled Product Preference**

Whenever the Purchasing Agent, or designee, purchases services, supplies, materials, and/or equipment for the County through the use of competitive process, including quotes, bids, and proposals, for evaluation purposes a five-percent (5%) price preference may be given to recycled products, reusable products offered as alternatives to disposable products, and products designed to be recycled, where they are offered as alternatives to non-recyclable products. The Recycled Product Preference does not apply to bids conducted jointly with other public agencies, nor when prohibited by state or federal statutes or regulations, or as may otherwise be exempted.

When bid submissions are evaluated, a five percent (5%) Recycled Product Preference shall be deducted from the total dollar amount bid by vendors on competitive quotes and bids that contain recycled or reusable products, and from the total evaluated aggregate proposal score obtained by such vendors.

The total amount of Recycled Product Preference granted in a single bid shall not exceed five-thousand dollars (\$5,0000) over a non-recyclable products vendor. The award shall be made at the full price of the quote, bid or proposal.

In the case of an absolute tie and no other tie-breaker policy is applicable, an award will be made to the recyclable/reusable products vendor. In the case of a

tie between recyclable/reusable products vendors, and no other tie-breaker policy is applicable, the award will be determined by lot.

For federally-funded procurements, the use of recovered materials shall be mandated in accordance with CFR §200.322.

#### **15.3.4 Coordination with other Local Governments**

To the greatest extent feasible, the County will cooperate with neighboring governmental agencies in an effort to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, and products designed to be recycled.

#### **15.3.5 IT Equipment**

Preference shall be given to electronic products that:

- Have Bronze registration or higher under the Electronic Products Environmental Assessment Tool (EPEAT), or which meet similar energy efficiency standards;
- Are Energy Star-rated or meet similar energy efficiency standards.

#### **15.3.6 Promotion**

County business cards, letterhead stationery, envelopes, business forms, and other documents should use recycled products for where feasible. Such items should be labeled "Printed on Recycled Paper" to promote the use of post-consumer content. In addition, County mailings and publications should be printed using non-toxic inks.

All County offices and Departments should promote the recycling of office waste paper by providing recycling bins for employees use. The Solid Waste Division of the Department of Environmental Resources is responsible for the weekly collection and removal for recycling of such office waste paper, including confidential and cardboard waste.

### **15.4 Electronic Procurement (E-Procurement) and Electronic Signatures**

Pursuant to the requirements set forth in Government Code §16.5, the Purchasing Agent or his/her designees shall be authorized to develop, implement, and facilitate procedures for the use of electronic records, digital signatures, and security procedures for all other purposes, and may authorize methods, means, and standards for secure electronic procurement transactions for non-personnel expenditures of County funds. This includes conducting all or some of the procurement function over the Internet through point, click, buy, and ship Internet technology, as well as conducting more complicated competitive procurement solicitation, submittal, communication, and evaluation processes online. When mentioned throughout this Policy Manual, the term "written" does not preclude the use of an electronic format.



The use of a digital signature shall be at the County's option, and shall have the same force and effect as the use of a manual signature only if it embodies all of the following attributes:

1. It is unique to the person using it.
2. It is capable of verification.
3. It is under the sole control of the person using it.
4. It is linked to data in such a manner that if the data are changed, the digital signature is invalidated.
5. It conforms to regulations adopted by the Secretary of State.

(Government Code §16.5).

### **15.5 Temporary Help**

The County may contract with temporary help firms for assistance during any peak load, temporary absence, or emergency other than a labor dispute, provided the such contract is determined to be in the best interest of the County. Use of such temporary help shall be limited to a period not to exceed 90 days for any single peak load, temporary absence, or emergency situation (Government Code §31000.4, County Ord. CS 1158 §3.65, 2015).

#### **Process**

1. Departments obtain pricing for temporary help services, following the competitive procurement thresholds identified within this Policy Manual.
2. Departments enter a requisition into the CEO-Human Resource's system (currently NEOGOV).
3. If CEO-HR approves the request, the department may then create a purchase requisition, identifying the CEO-HR (NEOGOV) requisition number and CEO-HR's approval reason.
4. The department sends a copy of the CEO-HR (NEOGOV) approval to Purchasing as back-up documentation.
5. Purchasing issues the Purchase Order to the department, including the following language: "Services provided under this Agreement shall be in accordance with County Code Title 3 - Personnel, Chapter 3.65 Contracting with Temporary Help Firms, et seq."

### **15.6 Compliance with Accessibility/ADA Laws**

Stanislaus County is a local agency subject to Title II of the Americans with Disabilities Act. As such, the County is required to comply with the requirements of Title of the ADA. Title II requires State and local governments to make their programs and services accessible to persons with disabilities. While many individuals with disabilities are able to

take part in various government programs and activities without any accommodations, for many others their disabilities combined with environmental obstacles impose significant barriers to an equal opportunity to participate. The ADA protects the civil rights of people with disabilities against discrimination on the basis of disability. Title II of the ADA outlines the ways in which environmental, communication, and policy barriers must be addressed by Stanislaus County and those who enter into contracts with the County. (American with Disabilities Act of 1990, Title II)

Proposers with a disability may receive accommodation regarding the means of communication and participating in the procurement process. Proposers with a disability should contact Purchasing's designated Point of Contact as identified in the solicitation documents to request reasonable accommodation no later than the deadline for accommodation requests as detailed in the solicitation.

## SECTION XVI:

### GLOSSARY OF PROCUREMENT TERMS

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

**A/E (ARCHITECTURAL & ENGINEERING) SERVICES:** Professional services that require performance by a registered architect or engineer that are associated with research, planning, development, design construction, alteration or improvement of a public project as defined in the California Public Contract Code.

**ADVERTISE:** To make a public announcement or legal notice of a solicitation with the aim of increasing the response and enlarging the field of competition; often required by law or policy.

**AGREEMENT:** An understanding, usually in writing, between two or more competent parties, under which one party agrees to perform as defined in the agreement and the second party agrees to pay compensation for the performance in accordance with the conditions of the agreement. The terms *Agreement* and *Contract* are frequently used synonymously. Also see *CONTRACT*.

**AMENDMENT:** 1. An agreed addition to, deletion from, or correction or modification of a document or contract. 2. To revise or change an existing document; a formal revision, improvement or correction.

**AUCTION:** A public sale in which property or items are sold to the highest bidder.

**AWARD:** The acceptance of a bid or proposal; the presentation of a purchase agreement or contract to a bidder or offer or.

**BEST PRACTICE:** A business process, activity or operation that is considered outstanding, innovative or exceptionally creative by a recognized peer group. It may be considered as a leading-edge activity that has been successfully adopted or implemented and has brought efficiency and effectiveness to an organization. It may result in improved productivity, quality, reduced costs and increased customer service.

**BID:** A solicitation made to potential vendors/contractors requesting costs to provide supplies, equipment, materials and labor. A bid may be classified as “formal” or “informal”. Also refers to the proposal submitted by a bidder in response to a solicitation. Sometimes the complete set of bid solicitation documents may be referred to as “the Bid”. See also *INVITATION FOR BIDS*.

**BID BOND:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw

their bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay the specified amount.

**BID, INFORMAL:** A competitive bid, price quotation, or proposal process for goods or services that is conveyed verbally, by letter, fax, e-mail or other manner, that does not require a formal sealed bid or proposal, public opening, or other formalities. Used where price is the primary decision factor. This term is also used by the Public Contracting Code to refer to the less-rigorous sealed bidding process applicable to Public Works of Improvement projects valued below \$200,000 (PCC §22032(c)).

**BID, INVITATION FOR:** A competitive sealed bidding process, and complete assembly of related documents (whether attached or by reference) furnished to a prospective bidder for the purpose of bidding.

**BID, FORMAL:** Broadly refers to sealed bidding and RFP processes in general; however, the Public Contracting Code uses this term specifically for the more rigorous competitive sealed bid process reserved for Public Works of Improvement projects valued at or above \$200,000 (PCC §22032(c)). See also *FORMAL PROCUREMENT*.

**BID OPENING:** The official process in which sealed bids are opened, usually in the presence of one or more witnesses, at the time and place specified in the invitation for bid. The amount of each bid is recorded and bids are made available for public inspection. It may be open to the public. Note: Electronically submitted bids are automatically sealed until the bid date. A bid tabulation or bid summary is provided to all respondents within a reasonable time frame.

**BID, SEALED:** A competitive procurement process by which bidders respond to an Invitation for Bid (IFB) by submitting a sealed price proposal that is only opened on the date and time identified in the solicitation. Award is made to the lowest-priced bidder who is both responsive (conforming with material bid requirements) and responsible (competent and otherwise qualified to perform under any resulting contract).

**BIDDER LIST:** A listing of names and addresses of vendors from whom bids, proposals or quotations can be solicited. The list is generally retained in a retrievable electronic data base.

**BIDDING, COMPETITIVE:** The process of inviting and obtaining bids from competing sources in response to advertised competitive specifications, by which an award is made to the lowest-priced “responsive and responsible” bidder meeting the specifications. The process contemplates giving potential bidders a reasonable opportunity to bid, and requires that all bidders be placed on the same plane of quality. Each bidder must bid on the same advertised specifications, terms, and conditions in all the items and parts of a contract. The purpose of competitive bidding is to stimulate competition, prevent favoritism, and secure the best goods and services at the lowest practicable price, for the benefit of the agency. Competitive bidding cannot occur where contract specifications, terms, or conditions prevent or unduly restrict competition, favor a particular supplier, or increase the cost of goods or services without providing a

corresponding benefit to the agency.

**BID TABULATION:** A summary of all bids received based upon bid evaluation criteria, such as price and other terms, applicable to determining the best value or lowest responsive and responsible bid. It lists each bidder and their applicable bid information.

**BID PREFERENCE:** Where allowed, procurement laws mandating that bid prices for a preferred class of bidders be given special consideration when comparing their bid prices with those of other bidders not in the preferred class (i.e., local vendors may be given a bid preference over out-of-state vendors).

**BLANKET PURCHASE ORDER (BPO):** An agreement to purchase a given quantity of specific goods over a specified period of time, usually one year.

**BUYER:** The Purchasing Agent or designated Purchasing staff.

**CAN:** Permissive (discretionary) form of action.

**COMPETITIVE PROCUREMENT:** Any procurement process leveraging competitive market forces through the solicitation of offers, either directly by the County, or by another agency when using Cooperative Agreements.

**COMMODITY:** Goods consisting of supplies, materials, and equipment.

**CONSTRUCTION:** The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement.

**CONSULTING SERVICES:** Services of an advisory nature required to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in-house or from within the entity.

**CONTRACT:** A legally binding promise, enforceable by law; an agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations. The terms “contract” and “agreement” are synonymous. The term “contract” includes, but is not limited to, a purchase order, a contract for services, an addendum or change order, a letter agreement, or a memorandum of understanding. A contract may also include leases, revenue generating contracts and other forms of agreements as applicable to the County. Also see *AGREEMENT*.

**CONTRACT ADMINISTRATOR:** County employee responsible for contract administration activities to assure full compliance with all of the terms and conditions contained within the contract document, including price. The term may include project manager, program manager, and other designated staff.

**CONTRACT AWARD:** Final agreement on the terms and conditions of a contract between the County and Vendor/Contractor as authorized by the Board of Supervisors or its designee(s). See also *NOTICE OF INTENT TO AWARD*.

**CONTRACT EXTENSION:** An action to change and extend a contract termination date pursuant to a provision in the scope of work and upon written mutual agreement by both parties. Reasons for a contract extension include: an excusable delay, a contractor's acceptable performance record, unused allocated funding, or agency need for continued service until a new contract is in place. Extension should be based on sound legal advice so as to avoid challenges by other interested vendors. A contract extension is not the same as a contract renewal.

**CONTRACT RENEWAL:** A renewal clause allows an agreement to continue for a defined period if the existing agreement isn't renegotiated within a specified time measured from the expiration of the current contract. The term of renewal depends on the specific contract language, but such clauses generally provide that the contract shall be automatically renewed for the same period (or some lesser term) unless either party, at some stipulated and predetermined time (i.e., 60 days before expiration), gives notice to the other of its desire to end the agreement.

**CONTRACTOR:** Any manufacturer, supplier, vendor, contractor, or individual doing business by contract with the County.

**CONTRACTUAL SERVICES:** Services which for reasons of specialized equipment, volume, or scope of work could not satisfactorily be performed by County forces. These include electric power, gas, telephone, guard service, and 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.

**COOPERATIVE PROCUREMENT / COOPERATIVE PURCHASING:** 1. The action taken when two or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits. 2. A variety of arrangements whereby two or more public procurement units purchase from the same supplier or multiple suppliers using a single IFB or RFP. 3. Cooperative procurement efforts may result in contracts that other entities may "piggyback."

**COUNTY:** Stanislaus County, a government agency.

**COUNTY EMPLOYEE:** 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.

**DEBARMENT:** 1. To prohibit a seller/contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

**DELEGATED PURCHASER:** Authorized or appointed individuals who are delegated authority under the entity's rules and procedures that allow them to make small dollar purchases on behalf of the agency.

**DELEGATION OF AUTHORITY:** The conferring of actual authority by someone who has actual authority, to another person, in order to accomplish a task.

**DESIGNEE:** A duly authorized representative.

**DIGITAL SIGNATURE:** An electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature. Provides the ability to execute a signature electronically via the Internet.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE):** A for-profit small business concern where socially and economically *disadvantaged* individuals own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.

**DISADVANTAGED INDIVIDUALS:** In federally-funded procurements, bidders may be eligible if they are a member of a group of persons the funding agency considers as disadvantaged, which may include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Pacific Americans, or other minorities found to be disadvantaged by the U.S. Small Business Administration (SBA). Persons who are not members of one of the above groups and own and control their business may also be eligible if they establish their "social" and "economic" disadvantage. People with disabilities have disproportionately low incomes and high rates of unemployment, and therefore may also be considered socially and economically disadvantaged. A determination of whether an individual with a disability meets DBE eligibility criteria is made on a case-by-case basis by the funding agency.

**DISPOSITION:** Transferring, trading-in, selling, recycling, destroying, or otherwise discarding of items that are excess property, surplus property, or scrap.

**ENERGY STAR:** A voluntary energy efficiency labeling program derived from a partnership between the U.S. Environmental Protection Agency and the U.S. Department of Energy. ([www.energystar.gov](http://www.energystar.gov))

**EPEAT:** Electronic Product Environmental Assessment Tool. The bronze, silver and gold ratings represent that at least all minimum established environmental performance standards have been met. ([www.epeat.net](http://www.epeat.net))

**EQUIPMENT:** Major items such as tools, equipment, furnishings and fixtures that are not expendable except through depreciation or wear and tear and which, although they may be fixed or positioned in prescribed places, do not lose their identity or become integral parts of other items or installations.

**ENVIRONMENTALLY PREFERABLE PURCHASING:** Environmentally Preferable Purchasing (EPP) is an attempt to address environmental challenges by taking advantage of government's vast purchasing power to create strong markets for environmentally friendly products and services. EPP is also known as *Green Purchasing*.

**E-PROCUREMENT (Electronic Procurement):** Conducting all or some of the procurement function over the Internet.

**FORMAL BID:** (See BID, FORMAL)

**FORMAL PROCUREMENT:** A structured, written procedure to solicit bids, proposals, or statement of qualifications, requiring a written document officially noticed to the public, and distributed as widely as possible with specific instructions regarding due date and format for written responses; may include an evaluation and selection process.

**GOODS:** Any and all consumable supplies, materials and tangible property acquired by the County other than services or real property. Also see *COMMODITY*.

**GRANT:**

1. A transfer of Federal or State Government funds to State or local governments to support or stimulate programs authorized by federal or state laws, to accomplish objectives that are locally defined and managed under a broad federal or state program.
2. The furnishing of assistance by a jurisdiction whether financial or otherwise, to any person to support a program authorized by law; does not include an award whose primary purpose is to procure supplies, services or construction.

**GREEN SEAL:** An independent non-profit environmental labeling organization ([www.greenseal.org](http://www.greenseal.org)).

**INFORMAL BID:** Often referred to as "getting quotes", this is a competitive process used for good and services where price is the primary decision factor, but is less structured than the sealed bid process. Under the PCC, this term also refers to the less-stringent requirements for getting sealed bids for Public Works of Improvement projects valued below \$200,000 (PCC §22032(c)). See also *Request For Quotation*.

**INFORMATION TECHNOLOGY (IT):** An all-encompassing term that refers to the devices used for creating, storing, using, or exchanging information, and to the design and practical application of the devices themselves.

**INVITATION FOR BID (BID):** Refers to both the process and the complete collection of documents used to solicit competitive or multi-step sealed bids. A formal solicitation method where price is the determining factor after it has been determined the bidder offer meets the minimum specifications of the solicitation and the bid is both responsive and responsible.

**LEASE:** A contract by which one party (lessee) enters into a contract with a second party



(lessor) for possession and use of an asset (property or equipment) for a specified period of time at a predetermined cost. The benefits of leasing are: Obsolescence can be minimized or eliminated; Avoidance of large capital outlays; Maintenance problems may be reduced; The Lessee's working capital is not consumed and may be utilized for other projects.

**LEASE-PURCHASE AGREEMENT:** A lease in which the lease payments are applied, in whole or in part, as installment payments for equity or ownership upon completion of the agreement.

**LEASE RATE:** The periodic rental payment to a lessor for the use of assets. (Alternative definition: The implicit interest rate in minimum lease payments.)

**LEGAL NOTICE:** A public notice required by law, ordinance or executive order. Generally placed in a newspaper of general circulation or may be posted on a web-site, magazine or other media, depending on the specific legal requirements.

**LESSEE:** The user of equipment or property being leased.

**LESSOR:** The party to a lease agreement who has legal or tax title to the equipment or property, grants the lessee the right to use the equipment or property for the lease term, and is entitled to receive the rental payments.

**LOWEST-PRICED RESPONSIVE AND RESPONSIBLE BIDDER:** The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents.

**MAINTENANCE:** The upkeep of property that doesn't add to its permanent value appreciably, but instead keeps it in an efficient operating condition.

**MATERIAL:** A raw or partially-processed substance from which something is made or can be made, such as building materials, metals, paper, plastic, etc.

**MAY:** Permissive (discretionary) form of action.

**MULTIPLE AWARD CONTRACTS:** Contracts awarded to more than one supplier for comparable supplies and services. Awards are made for the same generic types of items at various prices. Usually the result of aggregated line item bids of similar product categories.

**MULTI-YEAR CONTRACT:** A procurement contract that extends for longer than one year.

**MUST:** Imperative (non-discretionary) form of action.

**NOTICE OF INTENT TO AWARD:** Final agreement on the terms and conditions of a contract between the County and Vendor/Contractor as authorized by the Board of Supervisors or its designee(s). See also *CONTRACT AWARD*.

**OPTION TO RENEW:** A contract provision that allows a party to reinstate the contract for an additional term, beyond that stated in the original contract, in accordance with contract terms.

**PAYMENT BOND:** An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to pay subcontractors and suppliers. A financial or contractual instrument, issued by a surety, that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include: cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit. Payment bonds are also known as Labor and Materials Bonds.

**PERFORMANCE BOND:** An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed.

**PIGGYBACK AGREEMENT (PIGGYBACK COOPERATIVES):** A form of intergovernmental cooperative purchasing in which a government entity will be extended the pricing and terms of a contract entered into by another government entity. Generally, a larger entity will competitively award a contract that will include language allowing for other entities to utilize the contract, thereby gaining economies of scale that they normally would not receive if they had competed on their own.

**PREVAILING WAGE RATE:** The mandatory wage rate, including fringe benefits, paid to workers on Public Works of Improvement projects above \$1,000 in a geographic area for the identified type of work as established by the California Department of Industrial Relations (DIR).

**PROCUREMENT:** Purchasing, renting, leasing, or otherwise acquiring any materials, equipment, supplies, services, or construction. Also included are all activities related to obtaining the above items, such as functions that pertain to the acquisition, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration. Also includes the combined functions of purchasing, inventory control, traffic and transportation, receiving, inspection, storekeeping, salvage and disposal operations.

**PROCUREMENT CARD / PURCHASING CARD (P-CARD):** A payment method whereby internal customers (requisitioners) are empowered to deal directly with suppliers for purchases using a credit card issued by a bank or major credit card provider. Generally, a pre-established credit limit is established for each card issued. The Auditor Controller's Office managed the P-Card program and policies for the County of Stanislaus.

**PROPOSAL:** The assembly of documents provided by a contractor 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 pricing involved.

**PROTEST:** A written objection by a bidder or potential bidder to a solicitation or award of a contract, with the intention of receiving a remedial result.

**PUBLIC BID OPENING:** The process of opening and reading bids at the time and place specified in the solicitation and in the presence of anyone who wishes to attend. Electronic bid submittals are sealed until the deadline for submitting bids. In lieu of a public opening, bids are tabulated into a summary and electronically distributed to bidders and publicly made available on the County's website for transparency.

**PUBLIC NOTICE:** An announcement made by a public agency concerning a solicitation or other information of general public interest. Public notices are usually placed on a website and in a newspaper of general circulation or circular, magazine or other vehicle of general publication.

**PUBIC WORKS OF IMPROVEMENT:** Construction, reconstruction, erection, alteration, renovation, demolition, maintenance, and repair work paid for in whole or in part out of public funds. May include pre-construction activities such as inspection and land surveying. (Labor Code §1720-1743)

**PURCHASE:** All forms of acquisitions of supplies, materials, equipment, and services, including rental, lease, or lease purchase.

**PURCHASE ORDER (PO):** A written document issued by Purchasing to a vendor stating all terms and conditions of the proposed transaction, or referring to such terms and conditions as may exist in an accompanying contract. A PO in and of itself is a legal and binding contract.

**PURCHASE REQUISITION (PR):** A document created by a requestor authorizing the commencement of a purchasing transaction. PRs include a description of the need and other information relative to the transaction.

**PURCHASING AGENT:** The Office of the Purchasing Agent of Stanislaus County, as established by Stanislaus County Ordinance §2.247.010, and the official appointed to such office to be in charge of procurement, who is authorized to enter into contracts and is responsible for oversight of all associated procurement programs.

**PURCHASING AUDIT:** A comprehensive, systematic, independent, and periodic examination of an organization's purchasing environment, objectives, strategies, and activities with a view toward identifying strengths and weaknesses, including a plan of action to improve purchasing performance.

**QUOTE:** A price proposal for goods or services. See also REQUEST FOR QUOTATION.

**REGULATION:** A statement by a governmental body to implement, interpret, or prescribe law or policy, or to describe organization, procedure, or practice, often in accordance with an administrative procedures act.

**REMOVAL:** The permanent disbarment of a firm from doing business with the County.

**REQUEST FOR INFORMATION (RFI):** A non-binding method whereby a jurisdiction publishes via newspaper, internet, or direct mail or email its need for input from interested parties for an upcoming solicitation. A procurement practice used to obtain comments, feedback or reactions from potential suppliers (contractors) prior to the issuing of a solicitation. Generally, price or cost is not required. Feedback may include best practices, industry standards, technology issues, etc.

**REQUEST FOR PROPOSAL (RFP):** A competitive procurement process used where non-price factors weigh heavily. Also refers to the complete assembly of related solicitation documents issued by the County to prospective contractors for the purpose of presenting a proposal.

**REQUEST FOR QUOTATION (RFQ):** An informal competitive procurement process used for goods or services where there is a well-defined need and price is the primary decision factor. Also refers to the complete assembly of related solicitation documents issued by the County to prospective contractors for the purpose of presenting a price proposal. Generally used for small orders. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance, and reliability.

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RF-SOQ):** A formalized competitive procurement process used for specialized professional services, such as architectural and engineering, where the proposer's qualifications are the most important decision factor. Price is never part of the SOQ selection process, but rather is negotiated with the highest-ranked firm after evaluations are completed. May also be used to obtain statements of the qualifications of potential development teams or individuals (i.e. consultants) to gauge potential competition in the marketplace, prior to issuing a Request for Proposals

**REQUISITIONER:** The specific individual in a County department who initiates a Requisition/Store Issue. It may also refer to the department represented by the specific individual.

**RESPONSIBLE BIDDER:** A vendor/contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required.

**RESPONSIVE BIDDER:** A vendor/contractor, business entity or individual who met all of the requirements of the solicitation with their bid proposal.

**SERVICE PURCHASE ORDER (SER-PO):** A specialized type of Purchase Order issued for services.

**SCOPE OF SERVICES:** Written contractual language describing the work a contractor shall perform, usually including such things as a narrative, drawings, tables, timelines, goals, and deliverables. Implemented at the time of contract negotiation, it is typically based on the scope of work from the competitive solicitation that led to the resultant contract. See also SCOPE OF WORK.

**SCOPE OF WORK:** A detailed, written description of the conceptual requirements for a project. It is developed at the beginning of the procurement cycle, as a written description of the County's needs and desired outcomes for the procurement, and becomes the basis for any resulting solicitation. The scope of work should establish a clear understanding of what is required by the County, and generally becomes part of the resulting contract. It defines what will be done, how, by whom, and cost, and may include such things as a narrative, drawings, tables, timelines, goals, and deliverables. See also SCOPE OF SERVICES.

**SEALED BID:** See BID, SEALED.

**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.

**SERVICE/SERVICES CONTRACT:** 1. An agreement calling for a contractor's time and effort. 2. The furnishing of labor, time, or effort by a contractor or vendor, which may involve to a lesser degree, the delivery or supply of products.

**SHALL:** Imperative (non-discretionary) form of action.

**SINGLE-SOURCE:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available. See also SOLE SOURCE.

**SOLE-SOURCE:** A situation where only one manufacturer, distributor, supplier, or service provider can provide the required goods and/or services, resulting in the selection of that one particular supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability. Requires a completed Sole Source justification form. See also *SINGLE SOURCE*.

**SOLICITATION:** An invitation for bids, a request for proposals, request for qualifications, telephone calls, or any document used to obtain bids or proposals for the purpose of entering into a contract.

**SOURCING:** The identification and selection of the supplier whose costs, qualities, technologies, timeliness, dependability, and service best meet the organization's needs.

**SPECIFICATION:** A precise description of the physical or functional characteristics of a product, good or construction item; a description of goods and/or services; a description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified product lists and samples.

**STANDARDIZATION:** The adoption of a single product or group of products to be used by different organizations or all parts of one organization.

**STATEMENT OF QUALIFICATIONS (SOQ):** A proposer's response provided to the County's competitive solicitation request. May also be used to collectively refer to the complete assembly of related solicitation documents (whether attached or by reference) issued by the County to prospective contractors for the purpose of presenting a proposal. See also REQUEST FOR STATEMENT OF QUALIFICATIONS (RF-SOQ).

**SUPPLIES** - Those products, often of a minor nature, which are used outright and which are generally consumed through use.

**SURPLUS:** 1. Overstocked quantity of goods that exceeds the County's needs. The overstocked goods may be returned to the vendor, sold at auction or disposed of in a method acceptable to the entity. 2. Goods or materials that are obsolete or no longer needed by the agency and are designated for disposal.

**SUSPENSION:** The temporary removal of a firm's name from Bid Lists and disqualification of that firm from doing business with the County for a specified period of time.

**TERM CONTRACT:** A contract in which a source of supply is established for a specified period of time.

**USER:** The requisitioner or the County department which ultimately utilizes a product or service.

**VALUE ENGINEERING:** A systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lowest cost. Typically required in larger federally-funded construction projects.

**VENDOR:** Any manufacturer, supplier, vendor, contractor, or individual doing business by contract with the County

**WAIVER OF BIDS:** A process, usually statutory, whereby a government purchasing office may procure items without formal bidding procedures because of unique circumstances related to that particular action. For example, bids are waived for emergency purchases due to a threat to the public safety.

**WILL:** Imperative (non-discretionary) form of action.

## **SECTION XVII:**

### **EXHIBITS**

1. Justification for Sole Source/Sole Brand
2. Purchase Order
3. Stanislaus County Inventory Transfer Record
4. New Lease Fact Sheet

## 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

DEPT/DIVISION REPRESENTATIVE/PHONE

DEPARTMENTAL

APPROVAL: \_\_\_\_\_

DIRECTOR (or Authorized Rep.)/Date

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.

### **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

1010 TENTH ST, SUITE 5400  
MODESTO, CALIFORNIA 95353  
TEL: (209) 525-6319  
FAX: (209) 525-7787

### SHIP TO

GENERAL SERVICES AGENCY  
ADMINISTRATION 209.525-7640  
1010 10TH STREET STE 5400  
MODESTO, CA 95354  
United States

### BILL TO

GENERAL SERVICES AGENCY  
ADMINISTRATION 209.525-7640  
1010 10TH STREET STE 5400  
MODESTO, CA 95354  
United States

## Purchase Order

PURCHASE ORDER NO. REVISION PAGE

149646 0 1

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

DATE OF ORDER BUYER  
07-MAY-19 C Blair

DATE OF REVISION BUYER

### VENDOR:

MODESTO, CA 95351  
United States

CUSTOMER ACCT NO.	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA
	292	IMMED	PREPAID	DESTINATION	COMMON CARRIER
CONFIRM TO/TELEPHONE	REQUESTOR / DELIVER TO				
TOM ADRIAN	(209) 529-8121 X				

Line	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
1	All prices and amounts on this order are expressed in: US dollar  THIS IS A SAMPLE PURCHASE ORDER o SHIP TO: Address at top of page		1.00	EACH	0	0.00	N

Total

0.00

By accepting this purchase order you agree to the County's terms and conditions found at: <http://www.stancounty.com/purchasing/>  
except as modified by above-referenced contract.

AUTHORIZED SIGNATURE

## EXHIBIT 3



## STANISLAUS COUNTY INVENTORY TRANSFER RECORD

PLEASE TYPE OR PRINT CLEARLY

DATE: \_\_\_\_\_

	RELEASING DEPARTMENT	RECEIVING DEPARTMENT
DEPARTMENT NAME		
FUND/ORG		
CONTACT PERSON		

QUANTITY	DESCRIPTION	ASSET TAG NUMBER	SERIAL NUMBER	OTHER NUMBER (SPECIFY)

## \*\*\*\*\*ELECTRONIC DATA DESTRUCTION\*\*\*\*\*

- ☐ Yes, I certify that the data destruction has been administered as outlined in the Electronic Data Destruction Policy approved by the BOS on January 26, 2010.
- ☐ No, this document does not contain any electronic devices as outlined in the above policy.

RELEASING DEPARTMENT		RECEIVING DEPARTMENT	
I certify that I have released the article(s) stated above.		I certify that I have received the article(s) stated above.	
Signature	Date	Signature	Date

APPROVED BY PURCHASING AGENT	
Signature	Date

**Keith D. Boggs**

Assistant Executive Officer/GSA Director/Purchasing Agent

1010 10<sup>th</sup> Street, Suite 5400, Modesto, CA 95354

Phone: (209) 525-6319

Fax: (209) 525-7787

**PROPOSED NEW LEASE****FACT SHEET**

<b>Date:</b>	
<b>Department:</b>	
<b>Dept Contact (incl. #)</b>	
<b>Property Address:</b>	
<b>Landlord (legal name):</b>	
<b>Term:</b>	
<b>Commence:</b>	
<b>Expiration:</b>	
<b>Option(s):</b>	
<b>Sq. Ft.:</b>	
<b>Rent:</b>	
<b>How paid:</b>	_____ In advance _____ In arrears
<b>TI's:</b>	
<b>TI Recovery:</b>	
<b>Utilities:</b>	
<b>Funding Shortfall:</b>	
<b>Additional Info:</b>	



Stanislaus County  
General Services Agency

Agency Policies and Procedures	Division:	Central Services
Section: Central Services	Prepared by:	Donna Riley, Manager
Title: Salvage Policy	Approved by:	Julie Mefferd, Director
Version: 06/03/08	Policy #:	GSA-CS 1
Effective Date: 06/03/08	Reference #:	n/a

**Stanislaus County  
General Services Agency**

**Salvage Policy**

*Approved by the Stanislaus County  
Board of Supervisors  
June 3, 2008*

## **Introduction**

Stanislaus County is committed to the effective and efficient management of resources. To facilitate and encourage the timely disposal of surplus equipment and furniture, Stanislaus County has adopted the following surplus/salvage policy.

## **Purpose**

The purpose of this policy is:

- To promote Stanislaus County's system for management of assets that are no longer of use to the owner department or to the County as a whole;
- To provide a means of transfer of Stanislaus County-owned assets between County departments;
- To allow for transfer of useful, but unneeded, items to local non-profit organizations;
- To minimize the disposal costs of assets that have little or no re-market value;
- To ensure all areas of the County have equal opportunity to obtain surplus equipment or furniture prior to final disposal;
- To reduce space used for the storage of surplus equipment and furniture, and
- To promote recycling, reuse and repurposing of equipment.

## **Applicable County Ordinances**

### 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 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 per individual item, prior approval from 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. (Ord. CS 475 §3, 1992).

### 2.24.070 Surplus property sale—Notice.

Notices of sales of surplus personal property shall be posted for not less than five business days preceding the day of sale in the county offices building and in the office of the purchasing agent, and in such other public place within the county as the purchasing agent may be deem advisable. (Prior code §2-96).

### 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. (Prior code §2-97).

### 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 property drawn request for transfer or requisition, transfer the article to such department. (Ord. CS 502 §2,1992: prior code §2-98).

#### **Applicable California State Government Code**

25504. The county purchasing agent may by direct sale or otherwise sell, lease, or dispose of any personal property belonging to the county not required for public use, subject to such regulations as may be provided by the board of supervisors. He shall pay the proceeds into the county treasury for the use of the county. Where the property is exchanged or traded in he shall secure its value in behalf of the county.

25504.5. The county purchasing agent, with the approval of the board of supervisors, and after publishing notice of his or her intended action pursuant to Section 6061, may, by direct sale or otherwise, sell to a purchaser any personal property owned by or to be owned by the county, provided the purchaser agrees to lease the equipment back to the county for use by the county following the sale. The approval by the board of supervisors of the sale and leaseback shall be given only if the board of supervisors finds, by resolution, that the sale and leaseback is the most economical means for providing such personal property to the county.

25505. Where specifically authorized by law the purchasing agent may sell, lease, or dispose of the personal property of any special district, and pay the proceeds into the treasury of the district, or, if an exchange or trade-in is made, return the proceeds to the special district.

25506. Notices of sales shall be posted for not less than five business days preceding the day of sale in the courthouse of the county and in the office of the purchasing agent.

25507. In the disposition of any personal property pursuant to this article and upon approval by the board, 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 limits of the order of the board approving the advertising, the purchasing agent shall decide upon the amount, nature, make-up, and content of the advertising.

#### **California Constitution**

##### **Article 16 – Public Finance**

Sec. 6. The Legislature shall have no power to give or to lend, or to authorize the giving or lending, of the credit of the State, or of any county, city and county, city, township or other political corporation or subdivision of the State now existing, or that may be hereafter established, in aid of or to any person, association, or corporation, whether municipal or otherwise, or to pledge the credit thereof, in any manner whatever, for the payment of the liabilities of any individual, association, municipal or other corporation whatever; nor shall it have power to make any gift or authorize the making of any gift, of any public money or thing of value to any individual, municipal or other corporation whatever;

#### **General Policy**

1. The sale or disposal of all surplus/obsolete equipment and furniture regardless of value is arranged by the General Services Agency (GSA) – Purchasing Division in conjunction with GSA's Central Services (CS), Facilities Maintenance (FMD), and Fleet Services Divisions.
2. Except as otherwise stated in this policy, or as delegated by the Board of Supervisors the disposal of County personal property is the responsibility of the Purchasing Division.
3. The department of record may declare a piece of equipment or furniture "surplus" if the item:
  - a. Has reached the end of its useful life cycle;
  - b. Is beyond economical repair or is too expensive to operate;
  - c. Involves outdated technology;
  - d. Is inappropriate for current operations.
4. With the exception of an item which has an asset tag or appears on the County inventory sheet, an item which is broken, has reached the end of its useful life cycle, is beyond economical repair, or involves outdated technology should not be sent to the warehouse. These items should be put into a dumpster or disposed of in a proper manner based upon environmental regulations and fiscal responsibilities. Examples of this type of equipment are fans, broken calculators, and phone cords. If it is not feasible for the department to dispose of the item, the CS Warehouse should be contacted for assistance.
5. All items which are asset tagged or appear on the County inventory sheet should be sent to the CS Warehouse for disposal, along with the Stanislaus County Inventory Transfer form (Exhibit 3). An interactive form may be accessed online at the GSA Intranet page.
6. Any item which a department has identified for disposal, must be disposed of and may not be retained by any County employee or transferred to a member of the public. Only items which are first transferred to CS Warehouse may be donated to a local non-profit or sold at auction.
7. The County inventory report is the source for determining the department of record for all inventoried assets. All assets which are on the County inventory must comply with the Auditor/Controller Capital Assets Inventory Policy, regardless of value. For accounting and control purposes Stanislaus County records any piece of equipment or furniture with a value in excess of \$1,000, or is considered to be pilferable property, as a capital asset. The movement or disposal of any such item must be communicated to Auditor/Controller in accordance with Capital Assets Inventory Policy, Section 3.3:

### 3.3 Surplus Property

Items sent to salvage should only be equipment for which a Department/Agency no longer has a need.

When Departments have items to send to salvage, they are to fill out the Stanislaus County Inventory Transfer Form indicating SALVAGE as the "TO" Department name. This is a required document. Make sure you indicate the Oracle assigned Asset Number as well as the Inventory Tag Number, if applicable, in the description of the item. This form is used to remove the listed items from your department's inventory. All salvage items should be listed, tagged, or otherwise designated.



Once the Inventory Transfer Form (Exhibit 3) is complete, the initiating Department removes the County asset tags and sends the tags to the Fixed Asset Accountant in the Auditor's Office. (Note: Central Services will not accept any hazardous materials; therefore make sure qualified personnel [FMD] have cleared all units that contain them.) When turning in desks or file cabinets, please be sure they are emptied.

Do not drop off salvage items if no one is available to accept them.

Central Services will sign off on the form and give you a copy for your records. Central Services will forward remaining copies to Purchasing for approval and the Auditor's Office will receive their copy of the form from Purchasing and retire the tagged assets from your inventory.

8. Before transferring a computer to CS Warehouse, Departments are responsible for contacting Strategic Business Technology (SBT) or the Department's internal information technology division to ensure any data stored on the computer is fully and irrevocably rendered unreadable. This is vital to protect against confidential data and to ensure that unlicensed software is not released to others.

#### **Equipment Purchased with Grant, State, or Federal Funding**

Equipment purchased with grant, State, or Federal funding, including vehicles, may have specific requirements. Departments should review these special funding programs prior to disposing of any asset purchased with grant funding.

#### **Donation to a Local Non-Profit**

From time to time, a County department will have items that are no longer needed, but could be used by a local non-profit organization. County departments must work through CS Warehouse to first determine that no County department has a need for the item. The California Constitution prohibits gifts of public funds or property to private persons or entities unless a public purpose is served and private entities are benefited only as an incident to the public purpose. (Cal. Const., art. XVI; California Housing Finance Agency v. Elliott (1976) 17 Cal.3d 575, 583.) When it has been determined that the item is available to donate to the non-profit, the item will be transferred to CS Warehouse using the Stanislaus County Inventory Transfer Form (Exhibit 3). CS will work with GSA Purchasing to verify the non-profit status of the organization and prepare a board agenda item if required by County Ordinance 2.24.065 Sale of personal property

After the organization has been verified as non-profit, and the donation has been approved by the Board of Supervisors (if necessary) CS will work with the non-profit organization to arrange a time for pick up of the item.

CS Division will maintain a list of all equipment valued at less than \$1,000 transferred to local non-profit organizations, along with the estimated asset value at the time of transfer for no less than three years.

#### **Transfer from Central Services Warehouse to a Department**

CS will maintain a list of equipment available to County Departments on the GSA intranet site. Departments may schedule an appointment to view the items at the warehouse and arrange for pickup or delivery at that time. Using the Stanislaus County Inventory Transfer Form (Exhibit 3), the item may be transferred to the new Department. When the item is received by the

department, it is the responsibility of the receiving department to asset tag the item and add it to the County inventory, if applicable. An interactive version of the Stanislaus County Inventory Transfer Form can be found on the GSA intranet page.

If a department is transferring multiple pages of equipment at one time, the department may use "attached sheets" to list items. However, each page must be numbered, "Page \_\_\_\_\_ of \_\_\_\_\_" so that Central Services is able to verify that all pages are accounted for.

### **Transfer of Assets between Departments/Divisions**

Assets may be transferred from one County Department to another County Department using the Stanislaus County Inventory Transfer Form (Exhibit 3). In this situation, the asset tag is not removed and the form is signed by the sending and receiving departments before being sent to the Purchasing Agent, and then the Auditor/Controller. The Auditor/Controller will transfer the asset on Oracle Fixed Assets.

For transfers within a department, the Stanislaus County Inventory Transfer Form (Exhibit 3) is to be given to the departmental inventory clerk. The department must change the asset key, the fund/org on the expense account and/or the location in the County inventory for each asset transferred. If the transfer is between different types of funds (i.e. Government Funds and Internal Service Funds) on the Fixed Asset system, send the Inventory Transfer Form (Exhibit 3), which has been signed by the department, to the Auditor/Controller requesting the move.

### **Sale to the Public**

Sale of items to the public may be done through auction, bids, or sale directly to the public, in accordance with County Ordinances.

1. Items with a value less than \$1,000 (tagged or untagged)
  - a. Item is transferred to CS Warehouse using the Stanislaus County Inventory Transfer Form (Exhibit 3). The asset tag is removed by the sending department and sent to the Auditor/Controller.
  - b. The item is deemed to be surplus by CS.
  - c. 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 \$1,000 per individual item without prior approval by the Board of Supervisors.
  - d. Notwithstanding any other provision of this code, such disposition of surplus property may be made without securing bids or advertising.
  - e. All proceeds from such sales shall be paid into the County Treasury for use by the County.
2. Items with a value greater than \$1,000 (tagged or untagged)
  - a. Item is transferred to CS Warehouse using the Stanislaus County Inventory Transfer Form (Exhibit 3). The asset tag is removed by the sending department and sent to the Auditor/Controller.
  - b. The item is deemed to be surplus by CS.
  - c. The Purchasing Agent prepares an agenda item listing items proposed for sale for approval by the Board of Supervisors.
  - d. With approval by the Board of Supervisors, notices of sales of surplus personal property shall be posted for not less than five business days preceding the day of sale in the county offices building and in the office of the Purchasing Agent, and in such other public place within the county as the Purchasing Agent may be deem advisable.

- e. 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.
- f. All proceeds from such sales shall be paid into the County Treasury for use by the County

### **Disposing of a County-Owned Vehicle**

All disposals of Stanislaus County-owned vehicles must be facilitated by Fleet Services, which will work directly with the Purchasing Agent. Prior to disposal of any vehicle, Fleet Services Division will evaluate the vehicle for usage in other County departments. This may result in transfer of the asset to another department, without compensation to the originating department. To transfer a County-Owned vehicle to Fleet Services, use the Inventory Transfer Form (Exhibit 3.)

### **Sending Items to Salvage**

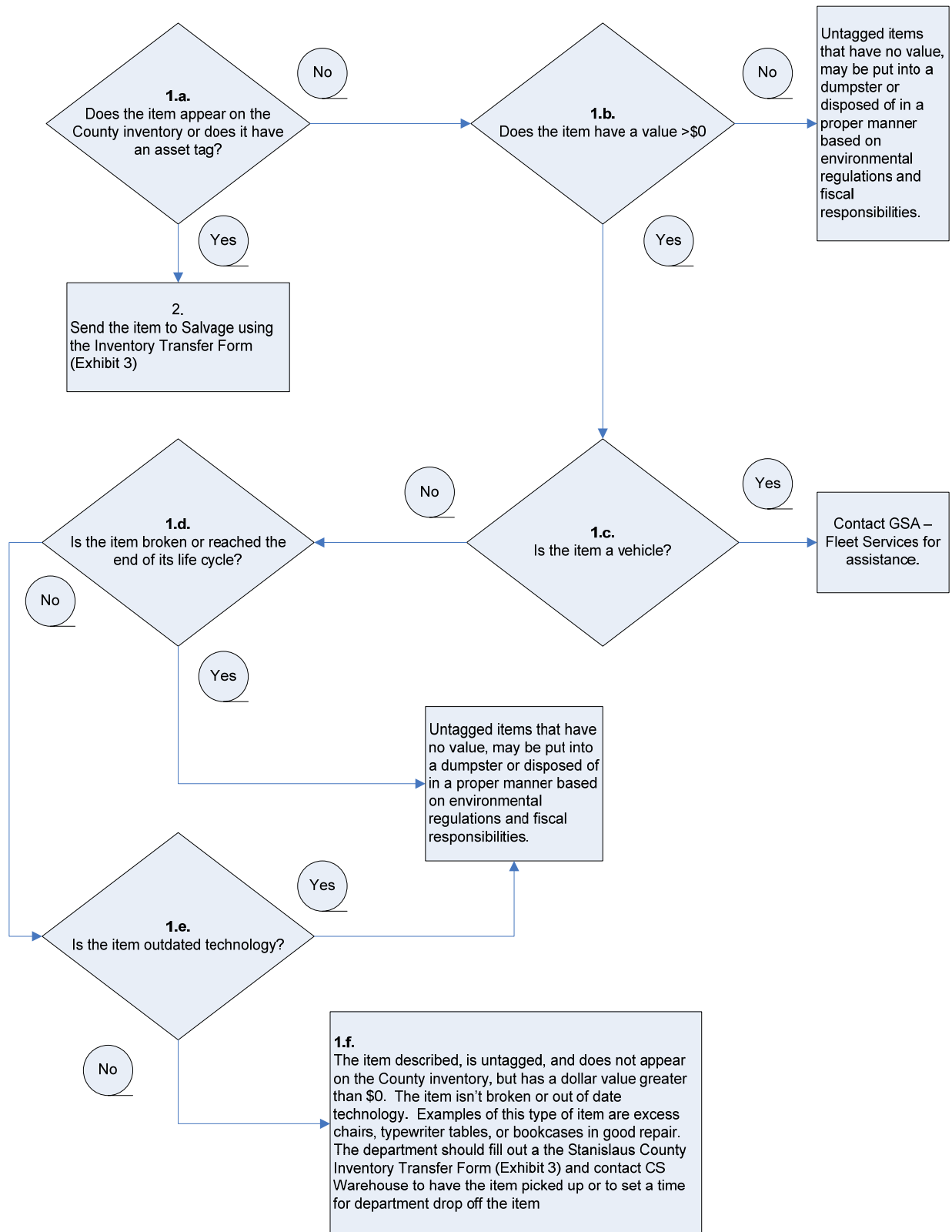
The department prepares the paperwork for transfer to salvage. Fill out the Stanislaus County Inventory Transfer Form (Exhibit 3) indicating SALVAGE as the "TO" Department name. This is a required document. Make sure you indicate the Oracle assigned Asset Number as well as the Inventory Tag Number, if applicable, in the description of the item. Remove the asset tag and send the asset tag to the Auditor/Controller. All salvage items should be listed, whether there is an asset tag or it is otherwise designated. Send the completed form to CS Warehouse. Warehouse personnel will contact you to arrange pick up of the item(s).

If a department is transferring multiple pages of equipment at one time, the department may use "attached sheets" to list items. However, each page must be numbered, "Page \_\_\_\_\_ of \_\_\_\_\_" so that Central Services is able to verify that all pages are accounted for.

If it is determined that the department will bring items to the warehouse, the department will contact the warehouse to set a mutually agreed upon time for drop off. Do not drop off salvage items if no one is available to accept them. The warehouse staff will sign off on the Inventory Transfer Form (Exhibit 3) and give you a copy for your records.

The warehouse will forward remaining copies to Purchasing for approval and the Auditor's Office will receive their copy of the form from Purchasing and retire the tagged assets from your inventory.

## Exhibit 1 Departmental Salvage Procedures



## **Exhibit 2**

### **Central Services Warehouse Contact Information**

Phone Number: 558-7778

909 County Center III Court 95355

Hours: 8:00 a.m. – 5 p.m. Closed 12:00 p.m. – 1:00 p.m.

### **Fleet Services Contact Information**

Phone Number 558-3653

448 E. Hackett Road, 95358

Hours: 7:00 a.m. – 5:30 p.m.

### **Purchasing Contact Information**

Phone Number 525-6319

1010 10<sup>th</sup> Street, Suite 5400, 95354

Hours: 7:30 a.m. – 5:00 p.m.

### **Strategic Business Technology (SBT) Contact Information**

Phone Number 525-4357

801 11th Street, Suite 4100, 95354

Hours: 7:30 a.m. – 5:00 p.m.

**Exhibit 3**  
**STANISLAUS COUNTY INVENTORY TRANSFER RECORD**

PLEASE TYPE OR PRINT CLEARLY

DATE: \_\_\_\_\_


	<b>RELEASING DEPARTMENT</b>	<b>RECEIVING DEPARTMENT</b>
<b>DEPARTMENT NAME</b>		
<b>FUND/ORG</b>		
<b>CONTACT PERSON</b>		

QUANTITY	DESCRIPTION	ASSET TAG NUMBER	SERIAL NUMBER	OTHER NUMBER (SPECIFY)

<b>RELEASING DEPARTMENT</b>		<b>RECEIVING DEPARTMENT</b>	
I certify that I have released the article(s) stated above.		I certify that I have received the article(s) stated above.	
Signature	Date	Signature	Date

<b>APPROVED BY PURCHASING AGENT</b>	
Signature	Date

## STANISLAUS COUNTY

<div>General Services Agency</div> 	GSA Purchasing	Page:	Number: 00-20 <del>19</del> <u>22</u> -00
	Approved Date:  <del>06-04-2019</del> <u>06-14-2022</u>	1 of <del>105</del> <u>400</u>	Subject:  Purchasing Policies
	GSA Purchasing  Revised Date:	Replaces number:  <del>05-04-2019</del> <u>047</u>	Distribution:
Title: <u>Purchasing <del>Division Policies</del> and Salvage Policy</u>  Created by: <u>Brad Diemer, Purchasing Manager</u>  Approved: <del>Assistant CEO</del> <u>Dan Wirtz</u> , GSA Director, County Purchasing Agent			

## STANISLAUS COUNTY GENERAL SERVICES AGENCY PURCHASING AND CENTRAL SERVICES DIVISION

## PURCHASING AND SALVAGE POLICY

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**STANISLAUS COUNTY**  
**GENERAL SERVICES AGENCY - PURCHASING DIVISION**

**SECTION I:**  
**INTRODUCTION**

**1.1 Purchasing**

Procurement involves the process of selecting and vetting vendors, establishing payment terms, strategically negotiating contracts, and the actual purchasing of goods. Procurement is concerned with acquiring (procuring) all goods, services, and work vital to an organization.

This manual establishes a Board of Supervisors policy that requires competitive procurement processes, defines the various methods thereof, and sets forth exemptions and exceptions thereto for certain goods and services. This policy also establishes criteria where the exemptions and exceptions may be used, and the process for using such exemptions and exceptions. This policy implements the provisions of the applicable State of California and County of Stanislaus laws and regulations governing the County's purchase of goods and services.

**1.1.1 Purpose**

The purpose of establishing policies and procedures to govern County purchases is to:

**1.1.1.1 Foster maximum open and free competition for County purchases and contracts;**

**1.1.1.2 Promote economy and efficiency in County procurements;**

**1.1.1.3 Ensure adherence to proper standards of conduct by County officers and employees;**

**1.1.1.4 Ensure compliance with applicable local, state, and federal laws and regulations;**

**1.1.1.5 Establish and maintain professional, business-like, ethical relationships with contractors;**

**1.1.1.6 Treat prospective contractors, consultants, and vendors in an equal and equitable manner; and**

1.1.1.7 Provide opportunities for remedy and resolution of contract claims or disputes.

~~The purpose of establishing policies and procedures to govern County purchases is to:~~

~~Foster maximum open and free competition for County purchases and contracts;~~

~~Promote economy and efficiency in County procurements;~~

~~Ensure adherence to proper standards of conduct by County officers and employees;~~

~~Ensure compliance with applicable local, state, and federal laws and regulations;~~

~~Establish and maintain professional, business-like, ethical relationships with contractors;~~

~~Treat prospective contractors, consultants, and vendors in an equal and equitable manner; and~~

~~Provide opportunities for remedy and resolution of contract claims or disputes.~~

1.1.1.2 Policy of the Board of Supervisors:

- 1.2.1.1 The County shall competitively procure goods and/or services unless otherwise allowed for under this Policy or required by State or federal law.
- 1.2.1.2 The Board of Supervisors, the Chief Executive Officer, or the County Purchasing Agent, as appropriate, shall determine that the price or cost to the County of any contract for goods or services is fair and reasonable prior to awarding the contract.
- 1.2.1.3 The competitive procurement requirements of this policy may be satisfied by: (a) Formal Bidding, (b) Competitive Negotiated Procurement, (c) Reverse Auction, or (d) through a contract competitively awarded by another governmental agency or cooperative that includes other governmental agencies.
- 1.2.1.4 Exemptions and Single Source exceptions to the competitive procurement requirements are set forth in this policy. Applicable Single Source exceptions allowed or required by federal, State, or County laws, regulations, ordinances, or policies may also be used where it is determined that doing so would be in the County's best interests.

1.1.3 Responsibilities of Purchasing:

**1.1.3.1** Purchasing coordinates, monitors, and records all phases of County procurements of supplies, equipment, materials, services, and assigned Public Works of Improvement projects, excluding purchasing card procurements.

**1.1.3.2** Purchasing is responsible for the sale of County surplus personal property, and the leasing of real and personal property.

**1.1.1.1.1.3.3** In performing its responsibilities, Purchasing is guided by broad policy objectives:

- Conserve public funds through identifying the best value for cost of supplies, equipment, materials, services and construction projects, and reduce the overhead cost of contracting, buying, leasing, renting, and selling.
- Analyze alternative approaches for each procurement, such as direct purchasing, time sharing, leasing, and inter-governmental/inter-agency agreements (cooperative purchasing).
- Plan each procurement action to consolidate similar products and separate dissimilar ones.
- Eliminate of purchases of unnecessary or duplicate items and services.
- Encourage price and quality competition among suppliers, vendors, contractors, and consultants.
- Efficiently maintain accurate transaction documentation.
- Utilize technical expertise where needed for procurement and contract processes.
- Maintain compliance with local, state, and federal law, and act in a manner consistent with applicable standards of conduct and ethics.
- Require acceptable documentation of product quality and that products have been represented accurately.
- Follow the policies and processes established in this Policy Manual.

## **1.2 Salvage**

Salvage activities involve the process of receiving surplus personal property from County departments and processing these items in the most efficient manner possible for internal redistribution, sale, donation, or disposal by other means when appropriate.

### 1.2.1 Purpose

The purpose of establishing policies and procedures to govern County surplus and salvage activities is to:

1.2.1.1 Promote Stanislaus County's system for management of surplus items that are no longer of use to the County;

1.2.1.2 Provide a means to transfer County-owned items between County departments;

1.2.1.3 Ensure all County departments have equal opportunity to obtain surplus items prior to final disposal;

1.2.1.4 Allow for transfer of surplus items to local non-profit organizations;

1.2.1.5 Minimize disposal costs for items that have little or no re-market value;

1.2.1.6 Reduce space used to store surplus items, and

1.2.1.7 Promote recycling, reuse, and repurposing of items.

### 1.2.2 Policy of the Board of Supervisors:

The GSA Purchasing and Central Services Division is responsible for the sale of County surplus personal property turned in for salvage, and follows these general policies:

1.2.2.1 The sale or disposal of all surplus/obsolete items, regardless of value, is arranged by the General Services Agency (GSA) – Purchasing and Central Services Division, in conjunction with the GSA Facilities Maintenance and Fleet Services Divisions.

1.2.2.2 Except as otherwise stated in this policy, or as delegated by the Board of Supervisors, the disposal of County personal property (i.e., equipment, furniture, etc.) is the responsibility of the GSA Purchasing and Central Services Division.

1.2.2.3 The department of record may declare an item to be "surplus" if the item:

- Has reached the end of its useful life cycle.
- Is beyond economical repair or is too expensive to operate.
- Involves outdated technology.
- Is inappropriate for current operations.

1.2.2.4 Excluding items having an asset tag or appearing on the County inventory sheet, item which are broken, have reached the end of their useful life cycle,

are beyond economical repair, or involve outdated technology should not be sent to the warehouse. These items should be put into a dumpster or disposed of in a manner compliant with environmental regulations and fiscal responsibilities. Examples of such items include fans, broken calculators, and phone cords. When infeasible for the department to dispose of an item, the department of record should contact the Central Services warehouse for assistance.

**1.2.2.5** All items which are asset tagged or appear on the County inventory sheet should be sent to the Central Services warehouse for disposal, along with the Stanislaus County Inventory Transfer form (Exhibit 3). An electronic version of this form may be accessed online at the GSA intranet page.

**1.2.2.6** Items identified for disposal must be disposed of and may not be retained by any County employee or transferred to a member of the public. Only items which are first transferred to Central Services warehouse may be donated to a local non-profit or sold at auction.

**1.2.2.7** The County inventory report is the source for determining the department of record for all inventoried assets. All assets which are on the County inventory must comply with the Auditor/Controller Capital Assets Inventory Policy, regardless of value. For accounting and control purposes Stanislaus County records any piece of equipment or furniture with a value exceeding \$1,000 or considered to be pilferable property as a capital asset. The movement or disposal of any such item must be communicated to Auditor/Controller in accordance with the Capital Assets Inventory Policy. Refer to Section XIV of his manual for further instruction.

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## SECTION II:

### ORDINANCE CODE OF STANISLAUS COUNTY

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

#### **2.1. Office Established (§2.247.010)**

Pursuant to the provisions of Sections 25500, et seq., of the government Code of the State of California, the office of Purchasing Agent is established.

The Board of Supervisors may employ a Purchasing Agent and such assistants as are necessary. (State of California Government Code § 25500)

#### **2.2. 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 or she 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 or she 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. (§2.24.020)

#### **2.3. Purchasing Duties (§2.24.030)**

Subject to the general direction of the Chief Administrative Officer, the Purchasing Agent shall:

- 2.3.1** 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;
- 2.3.2** 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;
- 2.3.3** Negotiate and execute in the name of the County all equipment service contracts and lease purchase agreements of personal property;
- 2.3.4** Negotiate and execute in the name of the County as lessee all rentals of real property which the county may require;

- 2.3.5** Sell any personal property belonging to the County as provided in Code §2.24.065;
- 2.3.6** 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;
- 2.3.7** 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;
- 2.3.8** When specifically authorized by law, purchase for the Superintendent of Schools or other public officer or agency personal property;
- 2.3.9** 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;
- 2.3.10** Perform such other services as the Board of Supervisors may from time to time by resolution require (Ord. CS 475 §1, 2, 1992; Ord. NS 1092 §1, 1982; prior code §2-92).

**2.4. Emergency Purchases (§2.24.040)**

Emergency purchases may be made by any person or official authorized to sign requisitions when the Purchasing Agent or any of his or her 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.

**2.5. Requisition Procedure (§2.24.050)**



Except as to purchases from the revolving 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 or her 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 or her deputies, assistants or employees within the department by filing a written authorization therefor with the Purchasing Agent and the Auditor.

## **2.6. Bidding Not Required (§2.24.060)**

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 or she is authorized to do in this chapter; provided, however, that in the event he or she purchases any individual item (as distinct from the total contract) costing more than fifteen-thousand dollars (\$15,000.00) without securing competitive bids or quotations thereon, he or she shall report such action to the Board of Supervisors with his or her reasons therefore; and provided further, that if he or she 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 fifteen-thousand dollars (\$15,000.00), he or she shall likewise report such fact to the Board of Supervisors.

## **2.7. Sale of Personal Property (§2.24.065)**

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 from 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. ([Ord.CS 475 §3, 1992. State of California Government Code § 25504, 25504.5, 25505.](#))

## **2.8. Surplus Property Sale - Notice (§2.24.070)**

Notices of sales of surplus personal property shall be posted for not less than five business days preceding the day of sale in the county offices building and in the office of the Purchasing Agent, and in such other public place within the county as the Purchasing

Agent may be deem advisable. [\(State of California Government Code § 25506.\)](#)

**2.9. Surplus Property Sale – Advertising** (§2.24.080)

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 or her 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. [\(State of California Government Code § 25507.\)](#)

**2.10. Surplus Property - Transfer to Another Department** (§2.24.090)

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 property drawn request for transfer or requisition, transfer the article to such department. [\(Ord. CS 502 §2,1992\).](#)

**2.11. Stores Account** (§2.24.100)

A fund, designated as the Purchasing Agent's stores account, in the amount of five-hundred-thousand dollars (\$500,000) is created and established. The Purchasing Agent may purchase supplies, materials and equipment in quantity, to be issued to the various offices and departments of the county as needed, and to make payments therefore out of the Purchasing Agent's stores account. As such supplies, materials and equipment are issued to a county office or department, the Purchasing Agent's stores account shall be reimbursed from the budgeted funds of the requisitioning department. The Auditor shall certify the availability of funds in the appropriate budget account of the office or department issuing the requisition before any issuance of supplies, materials or equipment is made. (Ord. CS 7 §1, 1983; Ord. 928 §1, 1980; prior code §2-99).

**2.12. Standards Committee** (§2.24.110)

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 such Committees shall be the Purchasing Agent who shall be chairperson, the Chief Executive 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 or her.

**2.13. Preference for Domestic Manufacture** (§2.24.120)

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.

**2.14. Local Vendor Preference (§2.24.125)**

**2.14.1** Whenever the Purchasing Agent purchases services, supplies, materials, and/or equipment for the County through the use of competitive process, including quotes, bids, and proposals, a five percent (5%) preference shall be granted to local vendors for evaluation purposes.

**2.14.2** The Local Vendor Preference does not apply to bids conducted jointly with other public agencies, nor when prohibited by state or federal statutes or regulations that require award to the lowest responsible bidder (such as in Public Works of Improvement projects), or otherwise exempted from local preferences.

**2.14.3** For the purposes of this section, “Local Vendor” means any business that meets all of the following criteria:

- The vendor has a fixed office or distribution point located within the County of Stanislaus for at least one (1) year prior to the transaction for which preference is claimed by the vendor. Post office boxes do not qualify as a verifiable business address.
- The vendor has a current business license issued by the County or by a city within Stanislaus County.
- The vendor employs at least one (1) full-time employee whose primary residence is located in Stanislaus County, or if the business has no employees, at least fifty percent (50%) of the business shall be owned by one or more persons whose primary residence is in Stanislaus County.

**2.14.4** The Purchasing Agent will apply the following procedures and guidelines when implementing the Local Vendor Preference program.

- To qualify for the Local Vendor Preference, local vendors may pre-register with the Stanislaus County General Services Agency, Purchasing Division, or must submit with each bid for which a preference is claimed documentary proof that the vendor meets the criteria established in subsection C of this section. The Purchasing Agent shall not be required to verify the accuracy of any such certification and shall have sole discretion to determine if a vendor meets the definition of a local vendor or local business.

- When bid submissions are evaluated, a five percent (5%) local preference shall be deducted from the total dollar amount bid by local vendors on competitive quotes and bids, and from the total evaluated aggregate score obtained by local vendors on proposals. The total amount of local preference granted in a single bid shall not exceed five-thousand dollars (\$5,000) over a non-local vendor. The award shall be made at the full price of the quote, bid or proposal.
- In the case of an absolute tie, an award will be made to the local vendor. In the case of a tie between local vendors, the award will be determined by lot. (Ord. CS 1021 §1, 2007).

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## **2.15. Credit Cards (§2.24.130)**

Credit cards may be used to procure goods and services for official county business. The County's Purchasing Card Policy and Travel Policy govern such credit card usage. The County Purchasing Card Policy is administered by the Auditor-Controller and requires employees to check with Purchasing for existing contracts before making purchases.

## **2.16. Elections Official Exemption (Elections Code §14100)**

The County Elections Official, in providing materials required by this division, shall not be required to utilize the services of the County Purchasing Agent.

## **SECTION III:**

### **ETHICS**

#### **3.1 Employee Purchases**

The County Purchasing Agent and County staff are prohibited from making purchases not related to County business or of a personal nature for any person, employee, or otherwise. Avoid personal purchases from County vendors that could affect the County's business relationship with that vendor.

#### **3.2 Stanislaus County Code of Ethics**

Purchasing activities shall be conducted in accordance with the Stanislaus County Code of Ethics, as adopted by the Board.

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

- 3.2.1** Never provide special privileges or accept benefits under circumstances which may influence the performance of one's governmental duties.
- 3.2.2** Never make promises of any kind which conflict with one's public duty and responsibilities.
- 3.2.3** Never engage in business activity inconsistent with the performance of one's duties.
- 3.2.4** Never use confidential information received in the performance of one's governmental duties for private profit or personal benefit.
- 3.2.5** Never engage in outside activities that are incompatible with the objective performance of duties or delivery of governmental service.
- 3.2.6** Treat all individuals encountered in the performance of one's duties in a respectful, courteous, and professional manner.
- 3.2.7** Promote only decisions that benefit the public interest.
- 3.2.8** Conduct and perform job duties diligently and promptly.
- 3.2.9** Faithfully comply with all laws and regulations applicable to the County and impartially apply them to everyone.
- 3.2.10** Promote the public interest through a responsive application of public duties.

**3.2.11** Demonstrate the highest standards of personal integrity, truthfulness, and honesty in all public activities.

**3.2.12** Uphold these principles being ever conscious that public office is a public trust.

### **3.3 STANISLAUS COUNTY GIFT POLICY**

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 performing an official act. California Government Code § 87300 and the County Personnel Policies Manual and the Gift Policy established through the Stanislaus Board of Supervisors Resolution # 91-1449 set forth the provisions by which every County department establishes a conflict of interest code.

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

**3.3.1** Avoid any act of impropriety, or the appearance of impropriety.

**3.3.2** Not discriminate in the provision of services to the public, including the solicitation or acceptance of gifts in connection with services rendered in the performance of duties.

**3.3.3** Not accept an economic advantage or discount not available to all County employees.

**3.3.4** Report receipt of any gifts to the immediate supervisor. 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. However, if the same gift 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, 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.

**3.3.5** Annually report gifts valued cumulatively at \$50 or more in accordance with the Fair Political Practices Commission's rules and regulations, and as set forth in the County's conflict of interest code.

## **SECTION IV:**

### **COMPETITIVE PROCESSES OVERVIEW**

This section is an introduction of competitive procurement processes. Specific processes are detailed in subsequent sections of this Policy Manual. Unless otherwise excepted in Section X of this Policy Manual, purchases of equipment, materials, supplies, and services shall be awarded through a competitive procurement process.

#### **4.1. Goals and Objectives of the Competitive Procurement Process**

The primary objectives of the competitive procurement process are to foster open and free competition for County purchases and contracts while promoting the greatest economy and efficiency in County procurements. Adherence to proper standards of conduct by County officers and employees, and maintenance of procurement policies and procedures, ensure compliance with local, state, and federal laws and regulations, while establishing and maintaining professional and ethical relationships with contractors.

To achieve this objective, Purchasing has established methods to:

- 4.1.1.** Procure goods and services to fulfill County departmental needs in a timely manner.
- 4.1.2.** Evaluate new products, and develop standardized specifications where practical.
- 4.1.3.** Achieve the best value for the County.
- 4.1.4.** Seek new and/or local sources of supply in order to broaden the competitive bidding base and encompass new products and technology.
- 4.1.5.** Encourage local and Disadvantaged Business Enterprises (DBEs) to participate in all aspects of purchasing and contracting whenever possible.
- 4.1.6.** Develop sound County-vendor relationships.
- 4.1.7.** Increase awareness of, and participation in, the County's purchasing activities by all businesses.

#### **4.2. Roles and Responsibilities, General Services Agency - Purchasing**

Purchasing is responsible for:

- 4.2.1** Carrying out all purchasing activities in accordance with the policies and regulations set forth in the statutes of the State of California, the Stanislaus

County Ordinance Code, and in this Policy Manual.

- 4.2.2** Responding to purchase requisitions approved by authorized County employees and taking appropriate procurement actions as required. By approval of a requisition, the requestor certifies that funds have been approved and are available for the requested purchase.
- 4.2.3** Directing and coordinating vendor contact, and assisting departments directly engaged in the procurement process. Purchasing shall also assist departments in obtaining market information, such as new developments or vendor capability, and in other matters concerning purchase transactions.
- 4.2.4** Analyzing all purchase requests so that those requests which appear to be excessive, unnecessary, uneconomical, or otherwise inappropriate may be returned to the requesting department for additional justification.
- 4.2.5** Unless otherwise provided herein, the County shall not be bound by any purchase made by any consultant, contractor, or County employee, other than the Purchasing Agent or designated Purchasing staff, or in unusual cases, by Department Heads with special authority granted by the Board of Supervisors for specific contracts.

#### **4.3. Overview of Thresholds and Procurement Types**

The competitive procurement process covers a wide variety of purchasing types. Depending upon the type of goods or services requested, the urgency of the need, and the cost involved, one of several courses of action will be taken:

- 4.3.1** Fixed Assets: Fixed assets are defined by accounting standards, and in Stanislaus County, that definition is set by the Auditor-Controller in the Capital Asset Inventory Guidelines. Fixed assets must be competitively procured, unless specially approved by the Purchasing Agent and the Chief Executive Officer (C.E.O.).
- 4.3.2** "Micro" Purchases: When the price of an individual item (as distinct from the total contract) is below \$15,000, multiple price quotes are not required (County Code §2.24.060, Ord. §CS-502, 1992).

Note: All Public Works of Improvement (construction, maintenance, landscaping, etc.) above \$1,000 are subject to state-mandated prevailing wage and reporting requirements, regardless of the procurement method used (Labor Code §1720).

- 4.3.3** "Small" Purchases (\$15,000-\$60,000): For individual items above \$15,000 but below \$60,000, written price quotes shall be obtained from a minimum of three suppliers. While quotes must be requested, if a supplier chooses to not provide a quote then the requestor shall record a response of "No Quote" (County Code §2.24.060, Ord. §CS-502, 1992).



The resulting order, if any, shall be placed with the supplier providing the lowest-priced, responsive and responsible offer, which is defined as the bidder submitting the lowest-priced bid that materially conforms to all requirements of the invitation for bids, and has demonstrated ability to perform the work. Departments are encouraged to send a written Request for Quotation (RFQ) to prospective suppliers. More complex purchases within the \$15,000 - \$60,000 range may be better handled through the written Invitation for Bid (BID), Request For Proposal (RFP), or Request For Statement of Qualifications (SOQ) processes. (County Code §2.24.060)

Note: Public Works of Improvement (construction and maintenance) projects above \$15,000 should always be solicited by written means to ensure the County's compliance with state Department of Industrial Relations regulations, and to advise contractors of mandatory bonding requirements for projects above \$25,000 (Civil Code §3247; Labor Code §1720; PCC §20129, PCC §20132.5, PCC§ 2139(b), and PCC §20405).

- 4.3.4** Goods and Public Works of Improvement Purchases (\$60,000.01 and up): Individual items and construction and maintenance projects valued above \$60,000 are procured through the written Invitation for Bids (BID) process. (State of California PCC §22032(a) and (b), County Code §2.24.060). Goods may also be procured using the Request for Proposals (RFP) process in cases where qualitative factors are more important than pricing. *These processes are further described in Sections VI and VII of this manual.*
- 4.3.5** Services above \$100,000: Unless otherwise exempted in Section X of this manual, services at this value shall be procured through formal competitive processes such as the written Request For Proposals (RFP), or Request For Statement of Qualifications (SOQ) processes, whichever is most appropriate. *These processes are further described in Sections VII and VIII of this manual.*
- 4.3.6** Contracts above \$200,000: Contracts above \$200,000 require approval by the Board of Supervisors, regardless of the procurement method. Such approval may be obtained either through an agenda item, or through a department's budget appropriations approval. Though the Purchasing Agent is usually identified as the position granted signing authority by the Board, Department Heads may request the authority to sign a specific agreement (County Resolution No. 2019-0129; California Government Code §25502.5).
- 4.3.7** Public Works of Improvement "Formal" Bids: Public works of improvement (construction and maintenance) services above \$200,000 require additional state-mandated sealed-bidding actions, referred to as "formal bidding procedure" in the Public Contract Code (State of California PCC §22032(c)). *Refer to Section VI of this manual.*

- 4.3.8** Temporary Labor: Temporary labor is subject to special restrictions. *Refer to Section XIV of this manual.*
- 4.3.9** Exceptions to Competitive Process Requirements: Purchases may be exempted from competitive procurement processes for bona-fide emergencies, where a sole-source situation has been documented and approved by the Purchasing Agent, for negotiated services, or in other situations where competitive processes are neither required by law nor in the County's best interests. *Refer to Section X of this Policy Manual.*
- 4.3.10** More Stringent Rules May Apply: In cases where non-County funding is involved, the funding source may impose additional or more restrictive procurement rules. In such cases, the more stringent of either the County's or the funding source's rules shall apply. Examples include lower dollar thresholds requiring bids, prohibition of geographical preferences by federally-funded programs, and FEMA emergency procurement rules that must be followed to be eligible for reimbursement.

## **SECTION V:**

### **REQUEST FOR QUOTES (RFQ)**

Except as otherwise noted in Section X of this policy, “Small Purchases” of individual items and Public Works of Improvement (construction and maintenance) projects above \$15,000 (County Code §2.24.060, as amended through County Ordinance §C.S.-502) but below \$60,000, shall be awarded through a competitive procurement process. Small Purchases may generally be made by using the Request for Quotes (RFQ) process, which generally consists of soliciting price quotations from a minimum of three (3) known qualified suppliers. However, in all cases the County shall not arbitrarily split contracts or procurements to avoid more formal bidding procedures (PCC §20123.5).

The RFQ method does not require formal advertising, but varies according to type of goods or services being procured. The process can be as simple as contacting vendors and documenting their pricing, choosing the lowest-cost option from the responsible and responsive bidders. This simplified approach works well for standardized products.

A more formal RFQ process involves written specifications and solicitations. This approach is better suited for more specialized work, and for Public Works of Improvement where the County is obligated to notify bidders of specific regulatory requirements.

#### **5.1. General**

- 5.1.1** Departmental purchase requests should describe the requested goods or services sufficiently to facilitate the competitive procurement process. The clearer such specifications are, the easier it is to obtain pricing proposals. Specifications and standards from previous successful procurements should be reused and updated whenever repeat purchases are made.
- 5.1.2** The preferred method is to issue a written RFQ solicitation that describes the desired goods or services and sets forth the terms of the procurement to potential suppliers. Purchasing maintains such forms for departmental use.
- 5.1.3** Quotes shall be submitted in writing to Purchasing before requisitioning a Purchase Order, except for telephone bids obtained during emergencies. Quote proposals may be submitted electronically, at the discretion of Purchasing.
- 5.1.4** Quote proposals are not required to be publicly opened and read aloud, but are subject to audit review and public information requests.
- 5.1.5** Public works of improvement (construction and maintenance) projects are subject to additional rules, such as prevailing wage requirements for projects above \$1,000, reporting of maintenance work above \$15,000, reporting of new construction projects above \$25,000, and the requirement for bid bonds,

performance bonds, and payment bonds at or above \$25,000 (State of California Civil Code §3247, PCC § 20129, PCC § 20132.5, PCC § 2139(b), PCC § 20405, and SB-854).

## **5.2. Award**

- 5.2.1** Award will be made to supplier providing the best value to the County, which is generally the lowest-priced proposer.
- 5.2.2** When the price and quality of offered products are equal, preference shall be given to vendors located inside Stanislaus County, unless otherwise prohibited, such as in federally-funded procurements.
- 5.2.3** Whenever two (2) or more quotes are received with price and other factors being equal, and the public interest does not permit the re-advertising for quotes, award will be made upon factors including whether the firms are located within the County, and if so, if the firm is a disadvantaged business enterprise, and upon past service of the equal bidders. If such evaluations are equal or unavailable, award will be made by Purchasing by the drawing of lots in public (*Refer to Section VI of this Manual*).
- 5.2.4** Formal announcement of award is not required, but non-winning proposers should be notified out of professional courtesy.
- 5.2.5** Award may be executed by Purchase Order, Service Purchase Order, or by written Agreement, as appropriate. *Refer to Section XI for guidance on selecting agreement types.*

## **SECTION VI:**

### **INVITATION FOR SEALED BIDS**

Except as otherwise permitted in Section X of this policy, purchases of equipment, materials, supplies, and services shall be awarded through a competitive procurement process. The Invitation for Sealed Bids (BID) process is appropriate for procuring services and goods where the scope of work is well-defined and the selection is price-driven, though it is primarily used for public works of improvement (construction and maintenance work). The process requires additional lead time when bonds are required, or when delivery or performance will occur over a period of time, or for costly or complex procurements.

#### **6.1. General**

- 6.1.1** The County Purchasing Agent, or designee, is authorized to solicit bids and award contracts for public projects above \$60,000 (PCC §22032(a) and below \$200,000 (County Code §4.28.020, Ord. CS-407 §2, 1990, County Res. 2019-0129; PCC §22032(b), Government Code §25502.5).
- 6.1.2** Contracts above \$200,000 shall be approved by the Board of Supervisors (County Resolution No. 2019-0129; Government Code §25502.5).
- 6.1.3** Public projects above \$200,000 require competitive formal sealed bidding, with additional advertising requirements (PCC §20150.12 and §22032).
- 6.1.4** For purchases of products that require installation, refer to the “50/50/10” rule of thumb” for determining whether separate bidding of the installation labor is required:
  - Installation costs exceeding 50% of the product value shall be bid out separately.
  - Installation costs of 10%-50% of the product value *may* need to be bid out separately. Refer to County Counsel for assistance in making a determination.
  - Installation costs below 10% of the product value are considered incidental to the product purchase, and do not need to bid out separately

#### **6.2. Process Summary**

Invitations for Bid shall include detailed specifications, general provisions, special provisions, and in some instances bond forms, legal statements, affidavits, or other documents. The bidder submits the required information in a sealed bid 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.

Purchasing may execute a contract or purchase order with the lowest-priced responsive and responsible bidder, which is defined as the bidder submitting the lowest-priced bid that materially conforms to all requirements of the invitation for bids, and has demonstrated ability to perform the work.

Conversely, award of revenue-generating contracts shall be made to the highest-priced responsive and responsible bidder.

### **6.3. Initiation**

**6.3.1** The department requesting the procurement action shall provide the following to Purchasing:

- Documentation, technical specifications, and scope of work which adequately describe the good or services required.
- A list of at least three potential bidders in order to provide sufficient force of competition and allow selection to be made principally on the basis of price. Full opportunity to bid shall be granted to all qualified bidders.
- A proposed bidding schedule (including advertising and contract commencement dates).
- Estimated cost of the contract. If the requesting department doesn't have sufficient budgeted funds to cover the resultant contract, the department must obtain approval from the Board of Supervisors, and provide documentation to Purchasing identifying the County's Board Resolution authorizing the solicitation for bids.
- A suggested project coordinator, when appropriate, whose duties will include acting as a liaison between the requesting department and Purchasing.
- Approval by the head of the requesting department.

**6.3.2** Purchasing will review the requesting department's documentation and confirm that the procurement is appropriate for the sealed bidding process.

### **6.4. Bid Documents**

Purchasing shall prepare bid documents with input from the requesting department, which at a minimum, shall contain the following items:

#### **6.4.1 Notice Inviting Bids**

The Purchasing Agent or authorized designee shall publicly advertise the Invitation to Bid ("Notice") to notify potential bidders of the title and nature of the contract, and of the date, time, and place of the bid opening. The

Notice shall also inform bidders of applicable Disadvantaged Business Enterprise (DBE) requirements, and other applicable requirements under federal or state laws.

The Notice shall indicate whether bonding (i.e., bidder's security) is required. The Notice shall incorporate by reference all other bid documents (i.e., General Conditions and Instructions to Bidder, Special Provisions, Technical Specifications, and others), and shall designate the method for obtaining copies of such documents.

#### **6.4.2 General Conditions and Instructions to Bidder**

The General Conditions and Instructions to Bidder ("General Conditions") sets forth standard terms and conditions which govern the contractual relationship between the successful bidder and the County. County Counsel shall prepare and maintain the General Conditions, necessary for inclusion with all competitive sealed bid procurements. The General Conditions may be updated or revised from time to time.

#### **6.4.3 Special Provisions**

Special Provisions prescribe terms and conditions specifically tailored to the particular contract being sought.

#### **6.4.4 Liquidated Damages Clause**

Purchasing may include 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.

Liquidated damages should be included in contracts when it would be inconvenient, difficult, or 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 contract performance. Purchasing staff shall evaluate these factors, and set a sum as liquidated damages.

#### **6.4.5 Pre-Bid Conference**

If a Pre-Bid Conference is scheduled, the Notice shall advise of the date, time, and location of the conference. An attendance sign-in sheet will be used as a permanent record of the Pre-Bid Conference and shall contain the names, contact information, and business affiliations of all bidders and other interested

persons in attendance.

#### **6.4.6 Qualifications of Bidders**

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 shall identify such criteria in the Special Provisions. Contracts for services and public works of improvement (construction and maintenance) shall contain such clauses. In addition, contracts for the provision of supplies, equipment, and materials, where a specially manufactured product or technical guidance and advice are called for, shall also contain a provision regarding qualifications of bidders.

Such provision shall clearly state that the County may reject any bid that does not meet the requirements stated in the qualifications 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 under the contract. Additionally, bidders must attest that they have previously and satisfactorily performed work comparable to that specified in the contract. Finally, bidders may be required to furnish adequate references. Purchasing may, prepare and include with the bid documents a form to be completed by bidders that covers the qualification requirements.

#### **6.4.7 Technical Specifications**

Technical Specifications shall include detailed descriptions of both 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 and services must conform in order to satisfy the County's needs. The use of blueprints, diagrams, charts, and maps is encouraged to clarify the specifications requirements.

Technical Specifications shall not be drafted to unduly restrict competition. Brand names may be used in Technical Specifications only when it is impractical or uneconomical to specify clear and adequate descriptions of the technical requirements for a particular type of needed product. In all cases where brand names are used, bidders shall be afforded the opportunity to propose to the County a substitute alternate product of equal quality or value. The County's decision to approve or disapprove such alternate product shall be final and binding on the bidder.

Note that additional restrictions on using brand-name specifications may apply to federally-funded procurements. *Refer to Section XIV for additional details.*



#### **6.4.8 Pricing Schedule**

The bidder's completion of the Pricing Schedule (also known as a "Form of Bid") shall constitute the bidder's acceptance of all the terms and conditions contained in the bid documents, and shall also indicate the bidder's prices. Purchasing shall develop the Pricing Schedule in coordination with the requesting department. 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 structured to allow the County to make an objective comparison of all bids. Whenever possible, this will be accomplished by requesting a Total Bid Price.

#### **6.4.9 Insurance Requirements**

RFP documents shall include a form outlining the County's minimum insurance requirements for the resultant contract, if any. Consult with Risk Management for assistance in identifying the appropriate insurance requirements.

#### **6.4.10 Bonding Requirements**

Bid documents shall include a form for the bidder's bond when a security requirement is imposed. When so required, the bid document shall also include sample performance and payment bond forms.

Public works of improvement (construction and maintenance) projects of \$25,000 and above require bonding as follows:

- Bid Bonds - Bidder's securities protect the County's interests in the event that a bidder refuses to honor its bid or fails to enter into a contract awarded by the County. Generally, 10% of total bid, though the County may adjust this amount. May be a surety bond, cash, or certified or cashier's check. (PCC § 20129, § 20132.5, and § 20405)
- Performance Bonds – Performance sureties secure fulfillment of a contractor's obligations. 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. The instrument must be a surety bond for 100% of total contract price - no alternate payment methods are permitted. (PCC § 20129 and 20139-b)
- Payment Bonds – The payment bond assures the contractor's full discharge of its obligations to its subcontractors, suppliers, and other labor used on the project. In all Public Works of Improvement (construction and maintenance) contracts, and contracts for the procurement of services or products which involve subcontracting, a payment bond may be required.

The instrument must be a surety bond for 100% of total contract price - no alternate payment methods are permitted. (Civil Code § 3247 and § 3248)

The County has some discretion with regards to acceptable bid bond alternatives, but not for performance and payment bonds. If a bidder is unable to secure both performance and payment bonds in cases where they are mandatory, then the County must move on to the next-lowest-priced responsible and responsive bidder.

## **6.5. Advertisement for Bids**

- 6.5.1** Purchasing will publish the Notice electronically, and when required by law, physically posted and published 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. (PCC § 22032(b), PCC § 22034, PCC § 22037)

Public works of improvement projects above \$200,000 shall be physically posted and advertised in multiple trade journals (PCC § 22034) (PCC § 22032(c), PCC § 22036, PCC § 22037)

- 6.5.2** A minimum of 30 days should be allowed between the time BIDs are solicited and when they close. The time limit may be increased or decreased under unusual circumstances.
- 6.5.3** 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 so authorized by Purchasing.
- 6.5.4** It is Purchasing's policy to not disclose a Bid List prior to 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's policy of Bid List nondisclosure shall be those specific trade journals with the intent to put subcontractors in touch with general contractors.
- 6.5.5** To the fullest extent possible, the bid solicitation shall encourage participation of Disadvantaged Business Enterprises (DBE).

## **6.6. Bid Addenda**

- 6.6.1** All bidder questions should be referred to Purchasing as specified within the

BID/RFP solicitation documents. If an answer would likely affect the bid of other bidders, then all bidders shall be so advised, to prevent any one bidder from obtaining an unfair advantage.

- 6.6.2** Once the Notice has been published, any necessary changes, modifications, or adjustments to specifications, requirements, or bid quantities, corrections, deadline extensions, or otherwise revise the bid documents shall be accomplished through the issuance of written Addenda, authorized and published by Purchasing. No private modifications shall be made.
- 6.6.3** All technical Addenda shall be drafted by the requesting department and approved by Purchasing before publishing. Addenda shall identify the bid number and title, date of issuance, Addendum number, and specific reference to the provisions in the bid documents being amended and the substance of such amendment.
- 6.6.4** Purchasing shall publicly issue Addenda so that it is available to all firms or persons who have received a copy of the bid documents, except for bids that require mandatory attendance of Pre-Bid/Site Inspection Conference(s), in which case only those vendors in attendance may be forwarded Addenda.

#### **6.7. Bid Opening**

- 6.7.1** Bids shall be submitted in writing to Purchasing before the specified time and date, except for telephone bids obtained during emergencies. Bids/proposals may be submitted electronically, at the discretion of Purchasing.
- 6.7.2** Purchasing shall date and time stamp sealed bids as they are received. Sealed bids shall remain unopened and stored securely until the public opening date and time specified in the Invitation for Bid or subsequent addenda.
- 6.7.3** Any bids received after the specified date and time of bid opening will not be accepted by Purchasing, but will instead be date and time stamped, and returned unopened.
- 6.7.4** Bids shall be opened publicly by the Purchasing Agent or designee. A bid opening attendance record shall be prepared at the time of the opening, containing the names, contact information, and business affiliations of all bidders and other interested non-County persons in attendance.
- 6.7.5** Bid pricing shall be read aloud by the person opening the bids. Upon request, other non-confidential information contained in the bid forms shall also be read aloud or otherwise made available for inspection. Members of the public shall be permitted to witness the bid opening.
- 6.7.6** From and following the specified date and hours of the bid opening, no bidder shall be permitted to change their bid. If the opening of the bids is delayed

beyond the time specified in the Notice, all bidders shall be so notified.

- 6.7.7** Original bid documents shall be retained on file in Purchasing, until no longer required by the County's Disposition Policy, or other applicable law.

## **6.8. Evaluation of Bids**

### **6.8.1 Criteria**

Contract award, if any, shall be made to the lowest-priced responsive and responsible bidder which is defined as the bidder submitting the lowest-priced bid that materially conforms to all requirements of the invitation for bids, and has demonstrated ability to perform the work. The criteria in evaluating 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 shall be principally responsible for the evaluation of bids. In addition, the requesting department shall review the bids for compliance with the Technical Specifications.

### **6.8.2 Price/Cost Analysis**

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.

Purchasing shall examine the bids to determine which bid is the lowest in price, or highest in price when appropriate (for example, when leasing out County property). In doing so, staff shall observe the following rules:

- Any formula for determining the basis for evaluating bids, as described in the contract documents, shall be utilized;
- The unit price shall govern whenever both unit price(s) and extended price(s) or total(s) are given;
- All bids showing item extensions and/or totals shall be reviewed for accuracy. 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.

Purchasing 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.

#### **6.8.3 Responsiveness**

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

Purchasing shall verify that required proposal forms and certificates have been completed and that all signatures are in place and appear in order. Purchasing may make a determination as to whether the deficiency is a minor irregularity (e.g. omission of a signature on a 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). Purchasing may contact the bidder and discuss the aspects of any bid which appears 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, Purchasing 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.

#### **6.8.4 Responsible Bidder**

Purchasing shall determine whether the lowest-priced 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 may 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. In making this determination, Purchasing may cite the minimum requirements or specifications set forth in the Special Provisions and Technical Specifications.

#### **6.8.5 Rejection of Bids**

The Board of Supervisors and the Purchasing Agent have the right to reject any and all bids when it is in the best interest of the County to do so.

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

Purchasing Agent, and may 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 through the usual Protest identified below in 6.9. Selection of a bidder other than the lowest-priced bidder for any individual item costing more than fifteen-thousand (\$15,000) dollars must be approved by either the Board of Supervisors or the Purchasing Agent, with the reasons for the decision reported to the Board. (County Code §2.24.060, Ord. CS 502 §1, 1992; prior code §2-95).

Following bid evaluation, Purchasing may recommend rejecting bids in cases where:

- The bids received were too high, or the budgeted funds are insufficient to cover the amount of the contract, even if awarded to the lowest-priced responsible bidder;
- None of the bids were responsive to the requirements of the contract documents;
- None of the bidders were deemed sufficiently responsible to perform the contract in a satisfactory manner; or
- Purchasing determines that awarding the contract would not be in the best interests of the County, based upon sound, documented business reasons.

#### **6.8.6 Tied Bids**

In any case where two identically-priced responsive and responsible bids are also the lowest (or highest) priced, Purchasing shall determine contract award using the following protocol:

- Local vendor(s) shall have preference over out-of-County vendor(s). (County Code §2.24.125)
- 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.
- 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).
- Where application of the above methods does not produce a single, lowest responsible bidder, Purchasing shall draw lots to determine the successful bidder.

## **6.9. Protests and Appeals**

### **6.9.1 General**

Potential bidders, proposers, and sub-proposers wishing to protest or appeal a decision by Purchasing must follow the process identified in the solicitation documents, based on the following. Protests or appeals not submitted in accordance with such procedures will not be reviewed.

### **6.9.2 Protest Submittal**

Non-awarded bidders may file a written protest not later than five (5) days after date of mailing a Notice of Intended Award. Such protests must be physically received by the Purchasing Agent before 5:00 PM local time on the last day of the five (5) day protest period; protests submitted electronically will not be accepted. Protests filed with the Purchasing Agent shall:

- Include the name, address, business telephone number, and email address of the protestor;
- Identify the project under protest by name, solicitation number, and closing date;
- Contain a concise statement of the grounds for protest; provided, however, RFP or BID processes and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to those issues must be raised and addressed, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
- Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

### **6.9.3 Protest Review**

Upon receipt of a protest, the Purchasing Agent shall review all submitted materials, create and retain a written record of the review, and 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.

If the protest involves Federal funds, parties may have the right to appeal to the appropriate Federal agency. When applicable, the Purchasing Agent shall give notice to interested parties of the right to such an appeal and shall identify the Federal agency by name and address. When applicable, an appeal thereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

#### **6.9.4 Decision Appeal**

Purchasing Agent decisions may be appealed in writing to the Chief Executive Officer or his/her designee(s), with a copy to the Purchasing Agent, not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. An appeal review committee comprised of the Chief Executive Officer or designee, the Chairman and Vice Chairman of the Board 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 appeal review committee shall be final.

#### **6.10. Award of Contract**

Purchasing may award a contract to the lowest-priced responsive and responsible bidder whose proposal materially meets the specifications and requirements outlined in the Invitation for Bid documents. In the case of revenue-generating bids, award will be made to the highest-paying responsive and responsible bidder.

Upon completion of bid evaluation and analysis, Purchasing shall notify all bidders in writing of the County's intent to award a contract. The successful bidder must execute the Agreement and related documents, and provide proof of insurance, within the time specified by Purchasing.

If the County intends to award a contract to a bidder other than the apparent lowest-priced bidder, Purchasing shall inform each bidder whose total bid was less than that bid of the successful bidder and the reasons for the decision. For any individual item costing more than fifteen-thousand (\$15,000) dollars, approval must be made by either the Board of Supervisors or the Purchasing Agent, with the reasons for the decision reported to the Board. (County Code §2.24.060, Ord. CS 502 §1, 1992; prior code §2-95).

The Board of Supervisors shall authorize the award of contracts in excess of \$200,000. The Board may authorize the Purchasing Agent to sign them as the Board's designee, though Purchasing Agent signature is not required if the department receives contract-specific signing authority directly from the Board (County Resolution No. 2019-0129; California Government Code §25502.5).

#### **6.11. Notice to Proceed**

Upon receipt of the successful bidder's executed Agreement, sureties, and evidence of insurance, the County will issue a Notice to Proceed letter to the Contractor with a copy to the County's Project Coordinator.

#### **6.12. Contract Administration**

Once the Notice to Proceed has been issued, Purchasing shall maintain a contract file



and distribute copies of relevant correspondence to the department.

The requesting department head or designed Project Manager shall be responsible for monitoring and reviewing the project in order to determine whether contract terms and conditions are being met, and for approving invoice for payment.

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.

## **SECTION VII:**

### **REQUEST FOR PROPOSALS (RFP)**

Except as otherwise noted in Section X of this policy, purchases of equipment, materials, supplies, and services shall be awarded through a competitive procurement process. The Request for Proposals (RFP) process is best suited to procurements where non-price factors are more important than pricing, or where the County has defined goal but a detailed scope of services to achieve it isn't feasible. For services other than Architectural and Engineering (A&E), the RFP process is preferred below \$100,000, and required above that amount, except as otherwise noted in Section X of this policy. When procuring A&E services, the Request for Statement of Qualifications (SOQ) process is used instead (refer to Section VIII).

Under the RFP approach, award of contract is made on a "best value" basis by identifying the most cost-effective solution to the County's needs, with both price and non-price factors considered. Evaluation criteria identified in the RFP solicitation documents are subsequently used by an evaluation committee for scoring received proposals. Award need not be made to the lowest-priced proposer; however, in such cases selection must be based on written documentation explaining why the lowest-priced proposer was not selected. Proposers shall be afforded the right to appeal the County's selection pursuant to the protest and appeal provisions outlined in the RFP documents and Section 6.9 of this manual.

#### **7.1 General**

- 7.1.1** The County Purchasing Agent, or designee, is authorized to solicit proposals and award contracts below \$200,000 (County Code §4.28.020, County Ord. CS-407 §2, 1990; California Government Code §25502.5; PCC §22032(b)).
- 7.1.2** Contracts above \$200,000 shall be approved by the Board of Supervisors. The Board may authorize the Purchasing Agent to sign them as the Board's designee, though Purchasing Agent signature is not required if the department receives contract-specific signing authority directly from the Board (County Resolution No. 2019-0129; Government Code §25502.5).
- 7.1.3** Requests for outside consultant services must be approved by the Chief Executive Office before an RFP or negotiations are performed.
- 7.1.4** California Government Code §4526 and §4527(b) specify that local agencies (i.e., counties) may follow state agency processes for procuring professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms, with selection based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Local governments may establish their own processes for hiring such

services, including non-competitive negotiations, provided the following minimum conditions are met:

- Selection must be qualifications-based.
- Solicitation must assure maximum participation of small business firms.
- Documentation must specifically prohibit unlawful practices identified within the Code.

While negotiating such service agreements without performing an RFP or SOQ is permissible under the Government Code, the above-listed requirements must still be satisfied.

Alternatively, the Government Code also allows for price-based bidding if the needed services are technical and require little professional judgment. Therefore, the County's Request for Quotes (RFQ) or Request for Sealed Bids (BID) processes may be used when the Scope of Work supports it. *Refer to Sections V and VI of this Manual for details on these processes.*

## **7.2 Process Summary**

Requests for Proposals (RFP) shall include a detailed scope of work/services (where possible, or when not, a specific desired outcome), general provisions, special provisions, legal statements, affidavits, and other pertinent paperwork. The Proposer completes the required information and submits a timely proposal to Purchasing as instructed in the RFP documents. RFP proposals are not subject to public examination until after the County has made an award announcement. Proposal submittals are not publicly opened, but are instead evaluated privately against criteria identified in the RFP documents on a "best value" basis, considering both pricing and other factors. Generally, it is best to consider non-price factors independently of the pricing component, to prevent pricing from affecting judgement of non-price factors. Once the winning proposal has been determined, the County may issue a Notice of Intent to Award, and may proceed with contract negotiations and execution once the protest period window has passed. Purchasing may execute either a contract or service purchase order as appropriate, with Board approval as required.

## **7.3 Initiation**

The department requesting the procurement action shall provide the following to Purchasing:

- Documentation, scoring criteria, and scope of work/services which adequately describe the goods or services required.
- A list of at least qualified potential Proposers in order to provide sufficient force of competition. Full opportunity to bid shall be granted to all qualified bidders.
- Estimated cost of the contract. If the requesting department doesn't have

sufficient funding in the current budget for the resultant contract, the department must obtain approval from the Board of Supervisors, and in its documentation to Purchasing shall identify the County's Board Resolution authorizing the solicitation for the RFP.

- A suggested project coordinator, when appropriate, whose duties will include acting as a liaison between the requesting department and Purchasing.
- Approval by the head of the requesting department.

Purchasing shall review the requesting department's documentation and confirm that the procurement is appropriate for the RFP process.

#### **7.4 RFP Documents**

Purchasing shall prepare RFP documents under the supervision of the Purchasing Agent, with input from the requesting department. 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 must be submitted to Purchasing. Such schedule shall permit enough time period for review of the contract documents by the individuals involved.

Although the provisions and requirements in RFP documents may vary, the RFP documents shall, at a minimum, contain the following items:

##### **7.4.1 Notice Requesting Proposals**

The notice requesting proposals ("Notice") is a publicly advertised document which notifies potential proposers of the title and nature of the contract, the date for a Pre-Proposal Conference, if one is scheduled, and also establishes the subsequent date and time by which proposals must be submitted to the County. To the fullest extent possible, the RFP documents shall encourage equal participation of interested Disadvantaged Business Enterprises (DBEs). The Notice shall also inform Proposers of applicable DBE requirements, and other significant requirements under federal or state laws, if any.

The Purchasing Agent or authorized designee shall publicly advertise the Notice, which shall refer to and incorporate by reference all RFP documents (i.e., the General Conditions and Instructions to Proposer, the Special Provisions, the Technical Specifications, and other certificates, forms, and documents), and shall designate the method for obtaining copies of such documents.

##### **7.4.2 General Conditions and Instructions to Proposer**

The General Conditions and Instructions to Proposer ("General Conditions") sets forth standard terms and conditions which govern the contractual relationship between the successful Proposer and the County. County Counsel

shall prepare and maintain the standard General Conditions, necessary for inclusion in competitive RFP procurements. The General Conditions may be updated or revised from time to time.

#### **7.4.3 Special Provisions**

Special Provisions prescribe terms and conditions specifically tailored to the particular contract being sought.

#### **7.4.4 Liquidated Damages Clause**

Purchasing may include 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.

Liquidated damages should be included in contracts when it would be inconvenient, difficult, or 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 contract performance. Purchasing staff shall evaluate these factors, and set a sum as liquidated damages.

#### **7.4.5 Pre-Proposal Conference**

If a Pre-Proposal Conference is scheduled, the Notice shall advise of the date, time, and location of the conference. An attendance sign-in sheet will be used as a permanent record of the Pre-Proposal Conference and shall contain the names, contact information, and business affiliations of all Proposers and other interested persons in attendance.

#### **7.4.6 Qualifications of Proposers**

In contracts where the nature of the work is such that the qualifications of the Proposers are essential evaluation criteria, Purchasing shall include among the RFP documents a clause setting forth such required qualifications. Contracts for services shall contain such clauses. In addition, contracts for the provision of supplies, equipment, and materials, where a specially manufactured product or technical guidance and advice are called for, shall also contain a provision regarding qualifications of Proposers.

Such provisions shall clearly state that the County may reject any proposal that does not meet the requirements stated in the Qualifications clause. Included in such clause shall be requirements that Proposers demonstrate

they are regularly engaged in the provision of the work or product called for in the contract, and that they have the necessary experience, training, resources, facilities, and personnel to perform such work. Additionally, Proposers must attest that they have previously and satisfactorily performed work with characteristics comparable to those specified in the contract. Finally, Proposers may be required to furnish adequate references. Purchasing may, at its option, prepare and include with the RFP documents a form to be completed by Proposers that will cover the qualification requirements described herein.

#### **7.4.7 Scope of Work / Services**

The RFP shall include the scope of work and services being requested, applicable terms and conditions, the time in which the project must be completed, requirements concerning coordination with other entities, other information that may be useful in preparation of the proposal, and evaluation criteria specifically tailored to the project. Such criteria shall include the consultant's proven experience and competence, bondability, insurability, understanding of the scope of work, financial ability, 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 assigns weighted values to the evaluation criteria, such values shall be indicated in the RFP. In addition, résumés of the consultant's staff may be requested to allow the evaluation committee to determine the staff's training, education, experience, and overall competence to perform the work.

Specifications must include detailed descriptions of the qualitative and quantitative nature of the supplies, equipment, materials, or services 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. The use of blueprints, diagrams, charts, and maps is encouraged to clarify the specifications requirements.

Specifications shall not be drafted to unduly restrict competition. Brand names may be used in Technical Specifications only when it is impractical or uneconomical to specify clear and adequate descriptions of the technical requirements for a particular type of needed product. In all cases where brand names are used, Proposers shall be afforded the opportunity to propose to the County a substitute alternate product of equal quality or value. The County's decision to approve or disapprove such alternate product shall be final and binding on the Proposer.

Note that additional restrictions may apply to federally-funded procurements. *Refer to Section XIV for additional details.*

#### **7.4.8 Pricing Schedule**

Whenever reasonable and appropriate, a firm not-to-exceed price quotation shall 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 total proposed project budget.

The Proposer's completion of the Pricing Schedule shall constitute both the Proposer's prices and acceptance of all the terms and conditions contained in the RFP documents, unless exceptions are thereto are so noted and approved by the County. Purchasing shall develop the Pricing Schedule in coordination with the requesting department. 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 structured to allow the County to make an objective comparison of all RFPs. Whenever possible, this will be accomplished by requesting a Total RFP Price.

#### **7.4.9 Insurance Requirements**

RFP documents shall include a form outlining the County's minimum insurance requirements for the resultant contract, if any. Consult with Risk Management for assistance in identifying the appropriate insurance requirements and documents.

#### **7.5 Advertisement**

Purchasing will publish the Invitation to RFP electronically, and when required by the funding agency or by law, in at least one newspaper of general circulation and physically posted on County premises. The advertisement shall state the time and place for the receiving of proposals and shall describe in general terms the work to be done.

A minimum of 30 days should be allowed between the time RFPs are solicited and when they close. If abnormal conditions exist, the time limit may be increased or decreased.

County employees, and consultants or contractors under the supervision of County employees, shall refrain from discussing details of the requested goods or services with prospective proposers, unless so authorized by Purchasing.

#### **7.6 Addenda**

All proposer questions should be referred to Purchasing as specified within the RFP solicitation documents. If an answer would likely affect the RFP of other proposers, then all proposers shall be so advised, to prevent any one proposer from obtaining an unfair advantage.

Any necessary changes, modifications, or adjustments to specifications, requirements,

or RFP quantities shall be authorized and publicized by Purchasing. No private modifications shall be made.

Once the RFP has been published, all changes necessary to correct any errors in the RFP documents, to extend deadlines, or to otherwise revise the RFP documents, shall be accomplished through the issuance of a written Addendum, authorized and publicized by Purchasing. No private modifications shall be made.

All technical Addenda shall be drafted by the requesting department and shall be reviewed and approved by Purchasing before publishing. Addenda shall identify the RFP number and title, date of issuance, Addendum number, and specific reference to the provisions in the RFP documents being amended and the substance of such amendment.

Purchasing shall publicly issue the addendum so that it is available to all firms or persons who have received a copy of the RFP documents, except in the cases of RFPs that require mandatory attendance of Pre-RFP/Pre-Proposal/Site Inspection Conference(s), in which case only those vendors in attendance may be forwarded addenda.

## **7.7 Proposal Submittals**

Proposal submittals shall be submitted in writing to Purchasing before the time and date specified in the RFP documents. Proposals may be submitted either physically or electronically, at the discretion of Purchasing.

Purchasing shall date and time stamp proposal submittals as they are received. Any proposals received after the specified date and time proposals are due will not be accepted by Purchasing, but will instead be date and time stamped and returned unopened.

Proposals are not subject to public examination until the County has made an award announcement.

From and following the specified date and hours proposals are due, no Proposer shall be permitted to change their proposal, except to correct errors or provide additional information, at the discretion and request of Purchasing.

Original RFP and proposal documents shall be retained on file in Purchasing, until no longer required by the County's Records Retention Policy, or by applicable law.

## **7.8 Evaluation**

Proposals are not subject to public examination until the County has made an award announcement. At a minimum, Proposals shall be reviewed by the Purchasing Agent or authorized designee. The Project Coordinator and other County personnel with appropriate technical expertise shall also be included in the review process, as necessary.



#### **7.8.1 Criteria**

Award shall be made to the Proposer whose proposal is determined in writing to (a) best meet the criteria set forth in the RFP and (b) provide the best value to the County. 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

#### **7.8.2 Selection Process**

The County shall establish an Evaluation Committee (EC) composed of representatives from the County for the purpose of evaluating the proposals received in response to an RFP. The County may include as part of the Committee qualified representatives from other agencies or entities.

Proposal documentation requirements shall be set forth in the RFP to provide guidance regarding the information considered by the EC. The EC shall be responsible for performing the evaluations of each proposal based on the stated criteria, and in cases where there is a known budget limit provided to proposers, including an evaluation of the proposed budget allocations. In all other cases Purchasing will evaluate the proposed costs separately from the EC after non-price factors have been considered, using a mathematical weighting formula.

Each member of the EC shall rate the proposals separately unless the proposals are technical in nature, in which case a subject matter expert may be called upon to score that section. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers.

#### **7.8.3 Initial Evaluation: Proposal Submission and Financials**

GSA-Purchasing shall conduct an initial pass/fail analysis of (a) each proposal submittal package for completeness ("responsiveness"), and (b) the financial stability of each Proposer based upon the Financial Report submitted.

Upon completion of this analysis, Purchasing will forward the Qualification Proposals of the passing proposers to the Evaluation Committee (EC).

#### **7.8.4 Evaluation of Qualifications**

The EC will review and evaluate the Qualification Proposals based on the criteria identified in the RFP, and each proposer will be given a score. Reference checks will be performed, and proposers may also be required to submit to interviews, provide presentations, allow facility surveys, and other items deemed necessary during the evaluation process. In no case shall the County's discretionary use or disuse of these optional additional evaluation processes be grounds for protest of an award decision.

Should the County exercise the option to interview, only those proposers judged by the EC to be the most qualified to perform the work shall be requested to make a formal presentation to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential proposers.

Where appropriate, a presentation will be made to the Board of Supervisors as to the status of the review process.

#### **7.8.5 Evaluation of Pricing**

Price Proposals will remain with Purchasing until the EC has completed the evaluation of the Qualification Proposals, except in cases where the RFP requires proposers to identify what services will be provided for a County-specified budget and how such funds will be allocated, in which case the EC may evaluate this information.

Unless so exempted in the preceding paragraph, Purchasing shall conduct a price analysis to determine whether the compensation terms of the proposals under consideration are fair and reasonable, and shall evaluate pricing using a weighted average, with the lowest price assigned 100% of the points possible.

Proposer qualifications are of the utmost importance in service 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.

In the event that (a) the County receives only one proposal in response to an 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.

#### **7.8.6 Calculation of Final Score**

Upon completion of all phases of the evaluation process, Purchasing shall total the scores to rank the proposals and identify the winning proposer.

### **7.9 Negotiations**

Upon Purchasing's authorization, the Project Coordinator, and those County personnel with technical expertise relating to the project, shall negotiate with the highest-ranked proposer in order to establish a precise scope of work, work schedule and completion date, cost of services, and the method and manner of payment. 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.

In the event that negotiations with the highest-ranked proposer prove unsuccessful, the County shall terminate negotiations with this firm and commence discussions with the next-highest-ranked proposer until a price determined to be fair and reasonable to both parties is obtained. Once negotiations have been terminated with a firm, the County may not go back to that firm for additional negotiations – even if the next lower ranked respondent is higher in price.

#### **7.10 Award of Contract**

Award of Contract shall be made on a “best value” basis to the qualified proposer whose proposal best meets the criteria set forth in the RFP and will be most advantageous to the County, with price and all other factors considered. The Board of Supervisors shall authorize the award of contracts exceeding \$200,000. The Board may authorize the Purchasing Agent to sign them as the Board’s designee, though Purchasing Agent signature is not required if the department receives contract-specific signing authority directly from the Board (County Resolution No. 2019-0129; California Government Code §25502.5).

Upon completion of RFP evaluation and analysis, Purchasing shall notify all proposers in writing of the County's intent to award a contract. The successful proposer must execute the agreement documents and submit the required Certificate of Insurance within the time specified in the RFP or agreement documents, or if no such time is specified therein, within the time specified in the notice of intent to award issued by Purchasing.

#### **7.11 Contract Administration**

The requesting department head or designee shall act as Project Coordinator for purposes of contract administration. Purchasing shall maintain a contract file and distribute copies of relevant correspondence to the department. 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.

## SECTION VIII:

### REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ)

The Request for Statement of Qualifications (SOQ) process may be used as an alternative to the RFP process for procuring services, with the chief distinction of the SOQ process being that award of contract is made by identifying the most qualified proposer first, before entering into price negotiations.

#### 8.1 General

California Government Code §4526 and §4527(b) specify that local agencies (i.e., counties) may follow state agency processes for procuring professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms, with selection based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Local governments may establish their own processes for hiring such services, including non-competitive negotiations, provided the following minimum conditions are met:

- Selection must be qualifications-based.
- Solicitation must assure maximum participation of small business firms.
- Documentation must specifically prohibit unlawful practices identified within the Code.

While negotiating service agreements without performing an RFP or SOQ is permitted under the Government Code, the above-listed requirements must still be satisfied. The SOQ process may also be used for services other than those listed above, at the discretion of the Purchasing Agent.

Alternatively, the Government Code also allows for price-based bidding if the needed services are technical and require little professional judgment. Therefore, the County's Request for Quotes (RFQ) or Request for Sealed Bids (BID) processes may be used when the Scope of Work supports it. *Refer to Sections V and VI of this Manual for details on these processes.*

#### 8.2 Process Summary

The SOQ process is similar to the RFP process defined in Section VII of this Policy Manual, except proposers are ranked solely on qualification, without regard to pricing. Pricing may be requested in the initial solicitation if it is kept separately sealed from the information used to evaluate and rank the proposers. Once the most-qualified proposer is identified, the County may open the selected proposer's pricing and begin contract negotiations.

### **8.3 Initiation**

The department requesting the procurement action shall provide the following to Purchasing:

- Documentation, scoring criteria, and scope of work/services which adequately describe the goods or services required.
- A list of qualified potential Proposers in order to provide sufficient force of competition. Full opportunity to bid shall be granted to all qualified bidders.
- A proposed bidding schedule (including advertising and contract commencement dates).
- Estimated cost of the contract. If the requesting department doesn't have sufficient funding in the current budget for the resultant contract, the department must obtain approval from the Board of Supervisors, and in its documentation to Purchasing shall identify the County's Board Resolution authorizing the solicitation for the SOQ.
- A suggested project coordinator, when appropriate, whose duties will include acting as a liaison between the requesting department and Purchasing.
- Approval by the head of the requesting department.

Purchasing shall review the requesting department's documentation and confirm that the procurement is appropriate for the SOQ process.

### **8.4 SOQ Documents**

Purchasing shall prepare SOQ documents under the supervision of the Purchasing Agent, with input from the requesting department. Purchasing shall establish a preliminary schedule of events, based upon the anticipated date of advertisement, which designates the date upon which all changes, comments, and required approvals must be submitted to Purchasing. Such schedule shall permit a sufficient time period for review of the contract documents by the individuals involved.

Although the provisions and requirements in SOQ documents may vary, the SOQ documents shall, at a minimum, contain the following items:

#### **Notice Requesting Statements of Qualifications/Proposals**

The notice requesting proposals ("Notice") is a publicly advertised document which notifies potential proposers of the title and nature of the contract, the date for a Pre-Proposal Conference, if one is scheduled, and also establishes the subsequent date and time by which proposals must be submitted to the County.

To the fullest extent possible, the SOQ documents shall encourage equal participation of interested Small Business Firms and Disadvantaged Business Enterprises (DBEs). The Notice shall also inform Proposers of applicable DBE requirements, and other significant requirements under federal or state laws, if any.

The Purchasing Agent or authorized designee shall publicly advertise the Notice, which shall refer to and incorporate by reference all SOQ documents (i.e., the General Conditions and Instructions to Proposer, the Special Provisions, the Technical Specifications, and other certificates, forms, and documents), and shall designate the method for obtaining copies of such documents.

#### General Conditions and Instructions to Proposer

The General Conditions and Instructions to Proposer ("General Conditions") sets forth standard terms and conditions which govern the contractual relationship between the successful Proposer and the County. County Counsel shall prepare and maintain the standard General Conditions, necessary for inclusion in competitive SOQ procurements. The General Conditions may be updated or revised from time to time.

#### Special Provisions

Special Provisions prescribe terms and conditions specifically tailored to the particular contract being sought.

#### Pre-Proposal Conference

If a Pre-Proposal Conference is scheduled, the Notice shall advise of the date, time, and location of the conference. An attendance sign-in sheet will be used as a permanent record of the Pre-Proposal Conference and shall contain the names, contact information, and business affiliations of all Proposers and other interested persons in attendance.

#### Qualifications of Proposers

Because the nature of professional services obtained through the SOQ process is such that the qualifications of the Proposers are essential evaluation criteria, Purchasing includes among the SOQ documents a clause setting forth such qualifications, and contracts for services also contain such clauses. In addition, contracts for the provision of supplies, equipment, and materials, where a specially-manufactured product or technical guidance and advice are called for, also contain provisions regarding Proposer qualifications.

Such provisions shall clearly state that the County may reject any proposal that does not meet the requirements stated in the qualifications clause. Included in such clause will be requirements that Proposers demonstrate they are regularly

engaged in the provision of the work or product called for in the contract, and that they have the necessary experience, training, licenses or certifications, resources, facilities, and personnel to perform such work. Additionally, Proposers must attest that they have previously and satisfactorily performed work with characteristics comparable to those specified in the contract. Finally, Proposers may be required to furnish adequate references. Purchasing may, at its option, prepare and include with the SOQ documents a form to be completed by Proposers that will cover the qualification requirements described herein.

#### Scope of Work / Services

The SOQ includes the scope of work and services being requested, applicable terms and conditions, the time in which the project must be completed, requirements concerning coordination with other entities, other information that may be useful in preparation of the proposal, and evaluation criteria specifically tailored to the project. Such criteria must include the consultant's proven experience and competence, bondability, insurability, understanding of the scope of work, financial ability, 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 assigns weighted values to the evaluation criteria, such values shall be indicated in the SOQ. In addition, résumés of the consultant's staff may be requested to allow the evaluation committee to determine the staff's training, education, experience, and overall competence to perform the work.

Specifications must include detailed descriptions of the qualitative and quantitative nature of the services to be procured. They must also set forth the minimum essential characteristics and standards to which the work must conform in order to satisfy the County's intended use. The use of blueprints, diagrams, charts, and maps is encouraged to clarify the specifications requirements.

Specifications shall not be drafted to unduly restrict competition. Brand names may be used in Technical Specifications only when it is impractical or uneconomical to specify clear and adequate descriptions of the technical requirements for a particular type of needed product. In all cases where brand names are used, Proposers shall be afforded the opportunity to propose to the County a substitute alternate product of equal quality or value. The County's decision to approve or disapprove such alternate product shall be final and binding on the Proposer.

Note that additional restrictions may apply to federally-funded procurements. *Refer to Section XIV for additional details.*

#### **8.4.1 Pricing Schedule**

Whenever reasonable and appropriate, pricing may be requested in the SOQ. In some cases, the SOQ may solicit a labor fee schedule for all categories of

personnel to be utilized by the consultant in connection with the project, and a total proposed project budget.

The Proposer's completion of the Pricing Schedule shall constitute both the Proposer's prices and acceptance of all the terms and conditions contained in the SOQ documents, unless exceptions are thereto are so noted and approved by the County. Purchasing shall develop the Pricing Schedule in coordination with the requesting department. The Pricing Schedule may seek separate cost quotations for all relevant aspects of the procurement. In all cases, the Pricing Schedule shall be structured to establish a starting point for negotiations and to allow the County to make a reasonable project cost determination. In no case shall such pricing be used to objectively compare SOQ submittals.

#### **8.4.2 Insurance Requirements**

SOQ documents shall include a form outlining the County's minimum insurance requirements for the resultant contract, if any. Consult with Risk Management for assistance in identifying the appropriate insurance requirements and documents.

#### **8.5 Advertisement**

Purchasing will publish the SOQ Invitation electronically, and when required by the funding agency or by law, in at least one newspaper of general circulation and physically posted on County premises. The advertisement shall state the time and place for the receiving of proposals and shall describe in general terms the work to be done.

A minimum of 30 days should be allowed between the time SOQs are solicited and when they close. If abnormal conditions exist, the time limit may be increased or decreased.

County employees, and consultants or contractors under the supervision of County employees, shall refrain from discussing details of the requested goods or services with prospective proposers, unless so authorized by Purchasing.

#### **8.6 Addenda**

All proposer questions should be referred to Purchasing as specified within the SOQ solicitation documents. If an answer would likely affect the SOQ of other proposers, then all proposers shall be so advised, to prevent any one proposer from obtaining an unfair advantage.

Any necessary changes, modifications, or adjustments to specifications, requirements, or quantities shall be authorized and publicized by Purchasing. No private modifications shall be made.



Once the SOQ has been published, all changes necessary to correct any errors in the SOQ documents, to extend deadlines, or to otherwise revise the SOQ documents, shall be accomplished through the issuance of a written Addendum, authorized and publicized by Purchasing. No private modifications shall be made.

All technical Addenda shall be drafted by the requesting department and shall be reviewed and approved by Purchasing before publishing. Addenda shall identify the SOQ number and title, date of issuance, Addendum number, and specific reference to the provisions in the SOQ documents being amended and the substance of such amendment.

Purchasing shall publicly issue the addendum so that it is available to all firms or persons who have received a copy of the SOQ documents, except in the cases of SOQs that require mandatory attendance of Pre- Pre-Proposal/Site Inspection Conference(s), in which case only those vendors in attendance may be forwarded addenda.

## **8.7 Proposal Submittals**

Proposal submittals shall be submitted in writing to Purchasing before the time and date specified in the SOQ documents. Proposals may be submitted either physically or electronically, at the discretion of Purchasing.

Purchasing shall date and time stamp proposal submittals as they are received. Any proposals received after the specified date and time proposals are due will not be accepted by Purchasing, but will instead be date and time stamped and returned unopened.

Proposals are not subject to public examination until the County has made an award announcement.

From and following the specified date and hours proposals are due, no Proposer shall be permitted to change their proposer, except to correct errors or provide additional information, at the discretion and request of Purchasing.

Upon award of contract, all proposer Financial Reports shall be destroyed to preserve their confidentiality. Other original SOQ and proposal documents shall be retained on file in Purchasing until no longer required by the County's Disposition Policy, or by applicable law.

## **8.8 Evaluation**

### **8.8.1 Criteria**

Respondents are evaluated strictly on the basis of their qualifications, expertise, and relevant experience for performing the desired work.

### **8.8.2 Selection Process**

The County shall establish an Evaluation Committee (EC) composed of representatives from the County for the purpose of evaluating the proposals received in response to an SOQ. The County may elect to include as part of the Committee qualified panel members from other county departments, other public jurisdictions, the community at large, or recognized experts in a particular field.

Proposal documentation requirements shall be set forth in the SOQ to provide guidance regarding the information considered by the EC. The EC shall be responsible for performing the evaluations of each proposal based on the stated criteria. Each member of the EC shall rate the proposals separately unless the proposals are technical in nature, in which case a subject matter expert may be called upon to score that section. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers.

#### **8.8.3 Initial Evaluation: Proposal Submission and Financials**

Purchasing shall conduct the initial pass/fail analysis of (a) each proposal submittal package for completeness (“responsiveness”), and (b) the financial stability of each Proposer based upon the financial report submitted.

Upon completion of the financial analysis, Purchasing will forward the Qualification Proposals of the passing proposers to the EC.

#### **8.8.4 Evaluation of Qualifications**

The EC will review and evaluate the Qualification Proposals based on the criteria identified in the SOQ, and each proposer will be given a score. Reference checks will be performed, and proposers may also be required to submit to interviews, provide presentations, allow facility surveys, and other items deemed necessary during the evaluation process. In no case shall the County’s discretionary use or disuse of these optional additional evaluation processes be grounds for protest of an award decision.

Should the County exercise the option to interview, only those proposers judged by the EC to be the most qualified to perform the work shall be requested to make a formal presentation to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential proposers.

Where appropriate, a presentation will be made to the Board of Supervisors as to the status of the review process.

Once the most-qualified respondent is identified, Purchasing shall notify all proposers in writing of the County's intent to award a contract, and the County may engage in price negotiations. If the County is unable to come to pricing terms with the highest-ranked respondent, then the County may close such

negotiations and begin negotiating with the next-highest-ranked respondent, continuing in this manner until an agreement can be reached. The County may not return to negotiating with higher-ranked respondents once they have been passed over.

#### **8.8.5 Evaluation of Pricing**

Price Proposals will remain sealed until the EC has completed the evaluation of the Qualification Proposals.

In the event that (a) the County receives only one proposal in response to an SOQ, (b) the responses reveal a lack of adequate competition, or (c) the SOQ 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.

#### **8.9 Negotiations**

Upon Purchasing's authorization, the Project Coordinator, and those County personnel with technical expertise relating to the project, shall negotiate with the highest-ranked proposer in order to establish a precise scope of work, work schedule and completion date, cost of services, and the method and manner of payment. In the event that negotiations with the highest-ranked proposer prove unsuccessful, the negotiating team shall commence discussions with the next-highest-ranked proposer. 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.

#### **8.10 Award of Contract**

Award of Contract shall be made to the best-qualified proposer whose proposal best meets the criteria set forth in the SOQ and will be most advantageous to the County. The Board of Supervisors shall authorize the award of contracts in excess of \$200,000. The Board may authorize the Purchasing Agent to sign them as the Board's designee, though Purchasing Agent signature is not required if the department receives contract-specific signing authority directly from the Board (County Resolution No. 2019-0129; California Government Code §25502.5).

Upon completion of SOQ evaluation and successful contract negotiations, the successful proposer must execute the agreement documents and submit the required Certificate of Insurance within the time specified in the SOQ or agreement documents, or if no such time is specified therein, within the time specified in the notice of intent to award issued by Purchasing.

#### **8.11 Contract Administration**

Upon successful completion of price negotiations, the County may execute a

contract with the successful respondent using County Counsel's Professional Design Services agreement form, obtaining Board approval if so required (a Service Purchase Order ("SERPO") must never be issued for architectural or engineering services, for the reason of indemnity protection found only in the formal agreement form). The requesting department head or designee shall act as Project Coordinator for purposes of contract administration. Purchasing shall maintain a contract file and distribute copies of relevant correspondence to the department. 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.

## **SECTION IX:**

### **REQUEST FOR INFORMATION / REQUEST FOR INTEREST (RFI)**

The competitive Request for Information / Request for Interest (RFI) process is generally used in cases where the County is seeking information in order to better define the Scope of Services being developed for an upcoming competitive process, such as an RFP, or in cases where the County is seeking to identify potential vendors who might be interested in responding to such an RFP.

#### **9.1 Process**

The RFI process is not a procurement process governed by code, but rather is an information-seeking activity. As such, there are no rules governing the solicitation process, though good judgement should be exercised in crafting the written solicitation and efforts should be made to advertise it appropriately to ensure a satisfactory response.

RFIs should only be conducted when necessary, as they add to the time required to complete the eventual RFP process. To avoid such delays, the RFI process should be skipped if sufficient Scope of Work information and a ready pool of potential contractors exist to facilitate conducting an RFP.

#### **9.2 RFI Documents**

RFI documents may consist of a simple open letter requesting responses be sent to a specified person or location by a specified time and date. Purchasing's documents may be used as a template.

#### **9.3 Evaluation**

There are no formal evaluation or award processes, as an RFI seeks only to gather information.

#### **9.4 Negotiations**

In cases where only one vendor responds to the RFI, the County may document that insufficient marketplace competition exists to conduct a competitive process, and may proceed with negotiating and awarding an agreement with the single vendor, subject to Purchasing Agent approval under the sole-source justification process defined in Section X. However, departments shall not conduct RFIs to circumvent the competitive RFP process.

## SECTION X:

### EXEMPTIONS TO COMPETITIVE PROCUREMENT REQUIREMENTS

#### 10.1 General

Absent a statutory requirement, public entities are not bound to engage in competitive bidding (San Diego SAFE v. Superior Ct., (1988) 198 CA 3d. 1466, and Grayden v. Pasadena Redevelopment Agency (1980) 104 CA 3d 631).

Purchases of equipment, materials, supplies, and services shall be awarded through competitive processes, except when the Purchasing Agent determines that at least one of the following conditions apply:

- Micro Purchase;
- Emergency;
- Sole-Source;
- Cooperative Purchasing;
- Services;
- No Advantage;
- Categorical Exemption.

#### 10.2 Micro Purchases

Competitive processes are not required when the price of an individual item (as distinct from the total contract), or the total price for services, is below \$15,000.

Bulk purchases of sundry supplies totaling more than \$15,000 but where any and all individual items are below \$15,000 each do not require competitive solicitation (County Code §2.24.060, §2.24.100). *Refer to “Stores Account” in Section II of this Policy Manual.*

Public works of improvement above \$1,000 are subject to prevailing wage and reporting requirements, regardless of procurement method (Labor Code §1720). *Refer to Section XI for further information.*

Federally-funded purchases may be subject to Micro Purchase thresholds different from those of the County. In such cases, the more stringent of policies shall be followed. *Refer to Section XIV for further information.*

#### 10.3 Emergencies

The County is not required to competitively purchase supplies, equipment, materials, or services when immediate action is required to avoid imminent danger to persons or property.

Emergency purchases must be authorized by the County Purchasing Agent (or designee), or if such persons are not immediately available, may be made by any person or official authorized to sign requisitions. All such emergency purchases shall be made by County personnel who have expertise related to the emergency situation, and shall be subsequently approved and confirmed by the Purchasing Agent. If the Purchasing Agent 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 of the emergency purchase shall not constitute a legal charge against the county (County Code §2.24.040).

During a natural disaster or other such emergency, all related emergency procurements will be coordinated through the County's designated Emergency Operations Center. To be eligible for reimbursement by the Federal Emergency Management Association (FEMA), purchases must follow the rules found in Section X of this policy manual.

#### **10.4 Sole Source**

Competitive processes are not required when the procurement qualifies for sole-source exemption, as justified by the requisitioner and approved by the Purchasing Agent. A sole-source decision is not permitted merely upon the grounds that such approach is the most convenient, or that the subject product demonstrates technical or administrative superiority, or is preferred by staff.

A sole-source procurement can be made from only one source of supply, or when no competitive advantage can be gained through competitive processes. Such situations may arise when the item or service requirements are so unusual or distinct that the possible sources are narrowed down to one. This may be the case, for example, with replacement parts for brand-name machinery, equipment, or vehicles, or when purchasing specialized software. The sole-source vendor must be the only known supplier with the capability of meeting the County's specifications or other requirements.

Acceptable sole-source justifications include:

- Negotiated or sole-source purchases that have been specifically pre-authorized by the Board of Supervisors.
- After soliciting a number of sources, Purchasing determines that procurement of a basic item or service is available only from a single vendor.
- Competition is precluded because of the existence of patent rights,

copyrights, secret processes, control of the basic raw material(s) or similar circumstances, and no equivalent good or service is available.

- The procurement is for parts or components for equipment, and no information or data is available to ensure that the parts or components obtained from another supplier will perform the same function in the equipment; or the parts or components could compromise the safety or reliability of the product, or would void or invalidate a manufacturer's warranty or guarantee.
- The procurement is for services from a provider with unique knowledge, skill, or ability not available from other sources.
- A distributor or service provider has an exclusive franchise or operating agreement with the supplier of goods to be purchased or maintained and no other person or entity may provide, install, service or maintain the goods in the service area. This does not include the purchase of goods where a same or similar good may be purchased and is not otherwise defined as a Single Source item.
- The procurement is for goods and/or services where standardization is beneficial for reasons including maintenance, repair, training, and interoperability.
- The procurement is for goods and/or services where continuity of providers will provide efficiency or critical knowledge, and other providers of the goods and/or services cannot provide similar efficiencies or critical knowledge.
- When so directed by the Court, the funding source, as mandated by the state, or other relevant authority.

The requesting department shall initiate such procurement by completing a written requisition and Justification for Sole Source/Sole Brand form (Exhibit 1), which shall be approved by the head of the requesting department or authorized designee, and then sent to Purchasing for approval. The requesting department head or 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.

Prior to taking action on the sole source 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.

### Cost Analysis

Unless the reasonableness of the sole-source vendor's price can be established on the basis of a catalog or market price for similar commercial products 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.

Such cost analysis involves the verification of cost data, the evaluation of specific cost elements (including labor hours, quantities, tooling, testing, etc.), and the projection of the cost data to determine its effect on prices.

In judging whether the price offered is reasonable, consideration shall be given to the necessity for certain costs; the reasonableness of amounts estimated for necessary costs; the basis for allocating overhead costs; allowances for contingencies; and the appropriateness of allocations of particular overhead costs to the contract.

### **10.5 Cooperative Purchasing**

Procurement may be made through existing cooperative purchasing agreements with other government agencies or public utilities, where the requirement for competitive procurement has already been met by the actions of the lead agency. Non-competitive ("negotiated") cooperative agreements are not acceptable for use in situations where competitive procurement is required. *Refer to Chapter XI of this Manual for more information.*

### **10.6 Standardization**

Where standardization of an item or service from a single source has been justified by comparative analysis or usage, and is in accordance with established policy (example: compatible parts and devices from the manufacturer or sole-authorized distributor of equipment in service); or where 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.

When 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.

### **10.7 Services**

The County is not required to competitively procure services by law (Government Code §4526 and §4527); however, County policy is that services of \$100,000 and above be competitively obtained, unless exempted under the other classifications identified in Section X of this manual.

Agreements below \$100,000 may be negotiated; however, it may be in the County's best

interest to procure them using the Request for Proposals (RFP) or Request for Statement of Qualification (SOQ) processes as defined in Chapters VI and VIII of this manual. Alternatively, competitive price-based bidding may be undertaken for services with standard, non-personal qualities that are easily quantifiable, and which lend themselves to price comparison.

Regardless of the method used, the County's processes shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when these employees have a relationship with a person or business entity seeking a contract (Government Code §4527).

### **10.8 No Advantage**

The County is not required to perform a competitive process when there is no legal requirement for bidding; no monetary advantage 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. When the Purchasing Agent does not seek competitive bids, the Purchasing Agent shall be in compliance with and adhere to County Code §2.24.060.

### **10.9 Categorical Exemptions**

The following types of procurement of goods and/or services are categorically exempt from competitive procurement requirements:

- Utility Services: The item or service to be procured is from a utility or a direct access provider and qualifies as a Single Source.
- Educational Services: Procurement of educational services from a not-for-profit organization.
- Inter-Governmental Agreements (IGA) and Agreements or Memorandums of Understanding (MOU): IGAs/MOUs between governmental agencies for trading services in kind, or for specialized services that only the specified agency is capable of providing (such as police services in a designated jurisdiction).
- Publications and Subscription Services: Notices, advertisements, and publication services used to post notices required by law or necessary to support the County operations. Information sources governed by publisher agreement, subscriptions (on-line or print) to newspapers, journals, and other periodicals. Legal research services and publications used for legal research and analysis.

- Memberships: Memberships in groups or organizations for which competitive procurement is not feasible.
- Interim Contracts: Interim contract or extension of an existing contract where the required goods or services are the subject of an ongoing procurement and where the results of that procurement have been protested in accordance with Board Policy A-97 (Protest Procedures for Award of Contracts), or litigation has been initiated or is believed to be forthcoming, or where an unforeseen and intervening event has delayed the award or caused the procurement to be cancelled or a portion of the procurement to be redone; or where the goods or services are or were provided through a contract that has been or is expected to be terminated or suspended.

## **SECTION XI:**

### **CONTRACTS**

#### **11.1 General**

The County uses a variety of contractual documents designed for certain types of goods or services. County Counsel is responsible for maintaining and updated these standard agreement forms, which Counsel and Purchasing may modify to meet departmental needs.

#### **11.2 Forms of Contract**

##### **11.2.1 Purchase Order**

Purchase Orders (POs) are the most basic form of contract used by the County. POs reference a standardized set of Terms and Conditions, as set forth by County Counsel.

POs are not required for certain types of expenses, as determined by the Auditor-Controller's Office. Examples of such expenses typically include utility payments, conference registration fees, employee training, membership fees/dues, public notices, and subscriptions.

##### **11.2.2 Service Purchase Order**

Service Purchase Orders (SERPOs) may be used for services with a well-defined scope of work. SERPOs reference one of several standardized sets of Terms and Conditions, selected according to the type of services being procured.

Departments wishing to use the SERPO process should be aware of special regulatory issues relating to scope of work and procedural steps, particularly with regards to Public Works of Improvement (construction and maintenance) work. For these reasons, SERPOs should not be used for Public Works of Improvement above \$25,000.

SERPOs may never be used for Architectural and Engineering (A&E) services, due to the insurance and indemnity coverage required to protect the County's interests. Always contract for A&E services using the Agreement for Professional Design Services.

##### **11.2.3 Blanket Purchase Order**

Blanket Purchase Orders (BPO) are established for a specified period of time (generally one Fiscal Year) with a vendor for items or services as may be required during that time period. BPOs may be executed without competitive processes when the price of an individual item (as distinct from the total contract) is below \$15,000 (County Code §2.24.060, Ord. §CS-502, 1992). Examples of BPO uses include sundry supplies or tools as needed throughout the year, or for as-needed repairs of vehicles or equipment.

#### **11.2.4 Agreement for Independent Contractor Services**

An independent contractor is one who provides services, exercises an independent employment or occupation, and represents his or her 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 contracted work. Examples of independent contractors include janitorial services and security guard services.

Such agreements may be negotiated; however, the preferred procurement methods for such services is the Request for Proposals (RFP) or Request for Statement of Qualification (SOQ) processes defined in Chapters VI and VIII of this manual. Alternatively, competitive bidding may be undertaken for services with standard, non-personal qualities that are easily quantifiable and which lend themselves to price comparison.

Note: 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)

#### **11.2.5 Agreement for Public Works of Improvement**

The Public Works of Improvement agreement form is used exclusively for projects that include “construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds” (Labor Code §1720(a)(1)). This type of work is subject to many special regulations, and failure to follow specified procedures could expose the County to significant penalties. Departments not well-versed in procuring such work should seek Purchasing’s assistance.

Change Orders: All contracts for Public Works of Improvement services must require the contractor to advise the County in writing immediately upon notice of any unanticipated condition or contingency that may cause a change in the scope of work, or otherwise effect an adjustment in the specified compensation. Such written notice shall explain the circumstances leading to the unforeseen condition or contingency, shall identify any proposed adjustment in

compensation, and be approved by the County prior to performance of the work described therein.

Changes initiated by the County shall be coordinated with the Purchasing Agent, who will request a proposal from the consultant covering the areas of cost impact, schedule changes, and changes in scope. The project coordinator assigned by the County shall monitor compliance with the technical requirements of the contract, but shall have no authorization to unilaterally implement changes in the scope of work.

#### **11.2.6 Agreement for Professional Services**

The Board of Supervisors may contract for special services on behalf of the County, any County officer or department, or any district or court in the county. Persons hired under these contracts are independent contractors for purposes of right of control, taxes, benefits, etc.

The Agreement for Professional Services is suitable for specially-trained and experienced persons or firms ("consultants") from a variety of fields such as: finance, economics, accounting, legal, medical, therapeutic, administrative, hardware/software systems, or other matters involving specialized expertise or unique skills. In general, these services also include advice, education, or training for the County.

Such agreements may be negotiated; however, it may be in the County's best interest to procure such services using the Request for Proposals (RFP) or Request for Statement of Qualification (SOQ) processes defined in Chapters VI and VIII of this manual. Alternatively, competitive bidding may be undertaken for services with standard, non-personal qualities that are easily quantifiable and which lend themselves to price comparison.

#### **11.2.7 Agreement for Professional Design Services**

Similar to a Professional Services contract, this form of agreement is used whenever contracting with specially-trained persons providing services in architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms". (Government Code §4526 and §4527)

Professional Design Services agreements may be negotiated; however, it may be in the County's best interest to instead use the Request for Statement of Qualification (SOQ) process defined in Chapter VIII of this manual. Alternatively, competitive bidding may be undertaken for services with standard, non-personal qualities that are easily quantifiable and which lend themselves to price comparison.

#### **11.2.8 Agreement for Technology Services**

Similar to a Professional Services contract, the Technology Services agreement is used to obtain services of specially-trained persons to address computer programming services, and other computer technology needs of the County.

#### **11.2.9 Agreement for Personal Services**

Personal services contracts do not fit into the above categories, in that the County retains the right and ability to direct the work of the contractor. The County determines when and where the contractor's work is done, and unless otherwise provided, supplies equipment necessary for the contractor to perform (e.g. computer desk, books, and supplies). The contractor is considered a contract employee for state and federal taxes and for Workers' Compensation purposes. Examples of Personal Services include counseling and various medical services.

The Board of Supervisors allows departments to approve Personal Services contracts at any dollar limit provided the services are approved in the department's Board-approved budget or through a specific Board-approved agenda item. Signature approvals are required from the Chief Executive Office (or designee), County Counsel, and the Contractor. Personal Services Agreements are administered by the County's CEO – Human Resources Dept.

#### **11.2.10 Master Agreements**

Master Agreements are established by Purchasing through competitive procurement processes, where required. Such agreements are generally intended for countywide participation. This is different from departmental agreements established by departments for their own internal departmental use.

Under the Master Agreement, vendors agree to provide goods and services at specific prices for specific periods of time, in accordance with the general Scope of Work and Terms and Conditions contained in the solicitation. Purchasing estimates departmental participation under the Master Agreement and establishes an aggregated Not-To-Exceed dollar limit for the Master Agreement, obtaining Board approval as necessary.

County departments may order goods or services under the Master Agreement by means of subordinate Project Agreement, Purchase Order, Blanket Purchase Order, or SERPO, as may be appropriate under the terms of the Master Agreement. All such orders shall be processed through the County's electronic financial management system, and Purchasing shall monitor such departmental activity under the Master Agreement and advise the departments when spending approaches Agreement limits.

#### **11.2.11 Cooperative Purchasing Agreements ("Piggy-Backing")**

The Purchasing Agent shall have the authority to join with other public jurisdictions in cooperative purchasing plans, programs, or pricing agreements that the Purchasing Agent determines serve the best interest of the County. The Purchasing Agent is authorized to recommend a cooperative or "piggyback" purchase on an awarded contract for services or equipment, entered into by other governmental agencies ("Lead Agencies") through a competitive procurement process, provided the requested products or equipment requested by the County meet the technical specifications of the original contract awarded by the Lead Agency.

The Purchasing Agent may also buy directly from a vendor at prices established by a competitive procurement process conducted by another public jurisdiction and in substantial compliance with the County's Procurement policies, even if the County had not formally joined with that public agency in the cooperative purchase. The Purchasing Agent may also purchase from the United States of America, or any state, municipality, or other public corporation or agency therein.

#### **11.2.12 Inter-Governmental Agreement (IGA) / Memorandum of Understanding (MOU)**

The Purchasing Agent may execute agreements between internal County departments, between the County and other governmental agencies, or between the County and non-profit entities. In cases where the parties wish to provide services-in-kind (in lieu of monetary compensation) the MOU form of agreement is appropriate.

#### **11.2.13 Temporary Labor**

The procurement of temporary labor/staffing services must be coordinated through the County's CEO-HR (Human Resources) department to ensure compliance with special regulations, in accordance with County Code Title 3 - Personnel, Chapter 3.65 Contracting with Temporary Help Firms, et seq. *Refer to Section XIV of this manual for further information.*

#### **11.2.14 Leases**

Leases for equipment are typically executed on the vendor's forms, after review and approval by County Counsel. However, property leases are typically executed on the County's forms, with terms custom-tailored to each individual agreement. Because of the complexities involved in negotiating and drafting property lease documents, such forms are administered by Purchasing. *Refer to Section XIII of this manual for further information.*

### **11.3 Approvals**

Contract approval authority and required processes depends largely on the dollar amount and type of agreement being executed, as detailed in Section IV of this manual.



In general, the County Purchasing Agent may execute agreements up to \$200,000, while contracts over \$200,000 require Board approval. The Board may authorize the Purchasing Agent to sign them as the Board's designee, though Purchasing Agent signature is not required if the department receives contract-specific signing authority directly from the Board (County Resolution No. 2019-0129; California Government Code §25502.5).

#### **11.4. Suspension and Debarment Verification**

The County shall not enter into any agreement with a party who has been suspended or debarred from doing business with the government. Before entering into a federally funded agreement, the County must ensure the intended contractor isn't listed among the suspended and debarred individuals and businesses identified by the federal government at SAM.gov:

[https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5Bstatus%5D%5Bis\\_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL](https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL)

In addition to performing debarment and suspension checks, the County shall include language in the lease agreement that precludes business with debarred or suspended entities:

"Contractor represents and warrants, to the best of its knowledge and belief, that neither Contractor nor any of its Principals (meaning, an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state, or local government or agency, nor does it appear on any federal, state, or local government's Excluded Parties List System. Contractor shall provide immediate written notice to the County if, at any time Contractor learns that this representation was erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this agreement. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the County, the County may terminate this Agreement."

#### **11.5. Administration**

##### **11.4.1.11.5.1. Notices**

Purchasing 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 regarding the commencement and progress of contracts. Depending upon the peculiarities of a specific procurement, Purchasing may request the using department assign these responsibilities to a designated Project Coordinator. Any such delegation shall be made known to the contractor involved.

#### ~~11.4.2.~~11.5.2. Maintenance of Procurement Records

Purchasing shall maintain a file for each contract, containing all records documenting the significant history of the contract, including all communications between the County and the contractor. In addition, such file shall include any and all documents evidencing the rationale for the method of procurement and relating to the selection of the contractor.

#### ~~11.4.3.~~11.5.3. Revisions

A written revision must be issued to the contractor when the Project Coordinator deems it necessary that extra work be performed, or that certain work be omitted, or that modifications be made regarding the contract requirements. These written revisions assume that any dispute over the pricing of the contract modification have been resolved.

#### ~~11.4.4.~~11.5.4. Resolution of Contract Claims or Disputes

If a dispute arises as to the payment of any additional compensation arising out of 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 potential disputes to the attention of the County 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.

The Project Coordinator shall review the notice of potential claim with Purchasing 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 Purchasing 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.

#### ~~11.4.5.~~11.5.5. Exercise of Options

County contracts for the provision of goods that have been awarded pursuant to competitive bidding may allow for the option term, renewal, renewal or extension of the contract term. If the original specifications provided for such an option, the Project Coordinator shall evaluate the performance of the contractor to determine if said performance has been satisfactory, and whether there are sufficient funds in the approved operating budget for the project to be extended or renewed.

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, such may be made in accordance with those terms and conditions specified in the original contract documents.

#### ~~11.4.6~~11.5.6 Warranty Repairs

In the event that the Project Coordinator or designee 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.

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.

#### ~~11.4.7~~11.5.7 Contract Expiration

Purchasing shall provide a system of notification to advise requesting departments 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 10 working days of the notification.

The County generally seeks to avoid contracts with auto-renewal clauses, also known as ("evergreen") contracts. The automatic renewal of such contracts may result in non-compliance with established procurement rules and contract spending limit authority.

#### ~~11.4.8~~11.5.8 File Disposition

Purchasing retains procurement and contract records for the period of time prescribed in the County's Board-approved Destruction of Records Schedule,

unless such records are otherwise specifically mandated to be kept longer by the funding source for the procurement or contract (County Resolution No. 2001-510).

#### **11.5.11.6. Insurance and Bonding**

For contracts subject to competitive bidding, the County may require insurance and bonding from the contractor for the County's protection in the event of default, excusable failures to perform, accident, injury, or other liability or loss. The County's competitively-bid contracts include insurance, indemnification, and bonding provisions, according to the type and estimated cost of the contract, the source of funding, market conditions, and other considerations.

##### **11.5.1.11.6.1. Insurance**

All contracts for on-site services or 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 Dept. County approval of a contractor's insurance policies and coverages shall be a condition precedent to entering into the agreement.

##### **11.5.2.11.6.2. Bonding**

**Bid Bonds, Performance Bonds, and Payment Bonds:** For Public Works of Improvement (construction and maintenance) projects, the principal protection of County interests in the case of default or other failure to perform shall be by means of bonds. *Refer to the "Bonding" paragraph 6.4.10 of this manual for details.*

**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 riding or driving in County vehicles, the County may require the contractor to furnish an employee fidelity bond. Such bonds provide protection for the County in cases of negligence, misconduct, or theft by contractor's employees. The coverage type and amount shall be established by Risk Management.

#### **11.6.11.7. Reporting**

Board of Supervisors' approval is required for any contract or agreement where total cumulative compensation exceeds \$200,000. Each budget cycle departments shall provide a report to the Board identifying contracts greater than \$200,000, and

between \$100,000 and \$200,000, that have not already been approved by the Board of Supervisors for the term of the contract. Such reportable contracts are those where the threshold parameters are met by including all payments made by an individual department within a rolling 3-year period, consisting of the current fiscal year plus the two previous fiscal years, and where there has been no break in contractual services for over six months (County Resolution No. 2019-0129, prior Resolution Nos. 2006-58 and 2011-174).

Departments are provided an opportunity to seek Board approval for these contracts as part of the budget document and agenda item connected to each budget cycle. The budget cycle agenda item is a mechanism for reporting and seeking Board of Supervisors' approval for contracts as identified above and does not replace or circumvent the County procurement and approval processes, such as RFP and bid requirements.

## SECTION XII:

### 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 to supplement the policies and regulations set forth elsewhere in this Manual.

#### 12.1 General

The following concepts are fundamental to the County's vendor relationships:

Vendors should be directed to make their initial contact through an appointment with Purchasing, and shall be received promptly and courteously. However, if deemed necessary or beneficial by the Purchasing Agent, interviews for specific needs may be arranged with representatives of other County departments.

GSA-Purchasing is available to meet with vendor representatives between 8:00 a.m. - 5:00 p.m. Monday through Friday, excluding holidays. Vendors shall be encouraged to request appointments in advance.

The County shall avoid vendor "back door" selling, which is an attempt to get a customer department to specify to Purchasing a specific brand, product, or supplier, to the exclusion of legitimate competition:

- Customer department requests for information from a vendor should be handled by Purchasing. In cases where the required technical detail or preliminary information make it advisable for others to handle the request, Purchasing should be sent copies of all correspondence, including any proposals or quotations.
- Product demonstrations and/or samples for tests will be requested and arranged by Purchasing.
- The Purchasing Agent shall not make, nor be asked to make, unreasonable or unnecessary demands on suppliers.
- 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 return of such goods at the bidder's expense.

- 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.
- Customer departments shall not request or expect contractors to perform pre-purchase design, demonstrations, layouts, or presentations at no charge, as such services cannot be considered by Purchasing when making an award.
- When pre-purchase services are necessary, such services shall be purchased separately from any purchase of equipment, supplies, or services. Contact Purchasing for assistance in advance of procuring pre-purchase services.
- 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.

## **12.2 Bidder Lists**

Bidder lists shall be maintained by Purchasing, organized by commodity or service classifications. Such lists may be in an electronic database format accessible to direct application and self-certification by interested business enterprises. All business enterprises seeking to do business with the County are responsible to ensure that their information on such lists is current.

Purchasing shall refer to such bidder lists in compiling distribution lists, contacting potential vendors or suppliers, and in all other procurement activities involving solicitation of potential vendors, suppliers, contractors, or consultants. The bidder lists shall contain information concerning the qualifications and expertise of each person or firm, and the Disadvantaged Business Enterprise (DBE) status of each person or firm. In addition, such lists may contain comments and observations by County personnel concerning the person's or firm's past performance.

It is not practical nor economically feasible for the County to mail or otherwise solicit bids from all business enterprises who have requested to be placed on bidder lists. 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 online procurement opportunity postings.

## **12.3 Awards**

Purchasing will provide notification to the successful bidder when award is made, and will further ensure that the appropriate Purchase Order (Exhibit 2), and/or agreement is promptly executed. Purchase Orders may be used as a document for contract award, and will act as a working document during the life of the contract.

The County acknowledges that bidders may be interested in aspects of a bid beyond whether the bidder won the award or not. Bidders may be 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; therefore, 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. 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 Invitations For Bids (BIDs) or Requests For Proposals (RFPs).

## **12.4 Protests and Appeals**

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

Any complaint regarding a procurement must be handled through the administrative processes defined herein. Failure to adhere to or attempting to circumvent or influence these administrative processes by contacting persons other than the Purchasing Agent or designee identified in the solicitation documents, shall result in the protestor's immediate disqualification from consideration of award.

### **Definitions**

For the purposes of this procedure:

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



6. "Purchasing Agent" means the Stanislaus County Purchasing Agent.

### Protest Procedure

Any Interested Party may file a written protest with the Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.

The protest shall be physically delivered or sent by registered mail to the Purchasing Agent. Emailed requests will not be honored.

The protest must be physically received by the Purchasing Agent before 5:00 PM local time on the last day of the five (5) day protest period.

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, and solicitation (RFQ/BID/RFP, etc.) number and closing date;
- c. Contain a concise statement of the grounds for protest; provided, however, RFQ/BID/RFP process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to those issues must be raised and addressed, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
- d. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

### Protest Review

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.

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 parties.

Purchasing Agent decisions may be appealed in writing to the Chief Executive Officer or his/her designee(s), with a copy to the Purchasing Agent, not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. However, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for

an appeal. A bid appeal review committee comprised of the Chief Executive Officer or designee, the Chairman and Vice Chairman of the Board shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The County may share the protest and appeal materials with other proposers and may request them to comment on the protest and appeal. 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 bid appeal review committee shall be final.

If the protested procurement involves Federal funds, interested parties may have the right to appeal to the appropriate Federal agency. When applicable, the Purchasing Agent shall give notice to the interested party that he or she has the right to such an appeal and shall identify the Federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

## **12.5 Vendor Performance**

Stanislaus County has developed many business relationships with both local and national firms. An occasional delayed shipment is to be expected; however, a vendor may be debarred from doing business with the County if that vendor continually defaults on delivery of goods or services, or whose goods and services do not conform to specifications. Bidders whose proposals are returned as undeliverable by either public or private mail carriers can also expect their name to be removed from the County's bidder lists.

A business enterprise on a bidder list may be debarred from doing business with the County by being declared "not responsible" as a result of County experience with such firm. In such case, a "not responsible" notation and the rationale therefore shall be made for that person's or firm's entry on such list. Such business enterprise may, however, remain on bidder lists, with such notation, for purposes of evaluation in the case of the County's receipt of a bid from such firm in the future.

A business enterprise may be declared "not responsible" if it is (1) slow to respond or provides unsatisfactory services and deliveries; (2) in violation of applicable federal, state, or local laws, ordinances, rules, or regulations; or (3) fails to respond to bid requests.

Before declaring an entrant on a bidder list to be "not responsible," the Purchasing Agent shall make a reasonable effort to give such firm an opportunity to correct the problem.

## **12.6 Debarment**

A business enterprise may be debarred from doing business with the County based upon direct debarment by the County as defined above, or by any other public agency, expressly the federal government and the State of California.

## **SECTION XIII:**

### **LEASES**

#### **13.1 General**

The Purchasing Agent, subject to direction by the Chief Executive Officer, may negotiate and execute in the name of the County all leases of personal property and real property that the County may require (County Code §2.24.030).

For the purposes of County policy, lease agreements and rental agreements 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 responsibility for signing a lease shall be either the County Purchasing Agent, or the Board of Supervisors, or their designee.

Real property leases are typically executed on the County's forms, with terms custom-tailored to each individual agreement. Because of the complexities involved in negotiating and drafting property lease documents, such forms are administered by Purchasing.

#### **13.2 Equipment Leases**

Leases may not be executed to circumvent regulations regarding the purchase of fixed assets. Considerable investigation must be performed before deciding to lease.

Because equipment leases are typically executed on the vendor's forms, County Counsel review of these forms is important to protect the County's interests. All such leases shall be executed by the Purchasing Agent, or designee, unless explicit authority has been granted by the Board of Supervisors naming another individual to execute a specific agreement.

#### **13.3 Real Property Leases – County as Tenant**

Departmental requests for real property leases are submitted to Purchasing along with a detailed description of departmental needs, including square footage, interior layout, parking, etc. In developing such a description, departments should consider the following:

- Number of full-time, part-time, seasonal or intern staff anticipated;
- Specialized (non-workstation) spaces, such as conference rooms, waiting rooms, interview rooms, workrooms, etc.;
- Number of visitors expected at any one time (affects space and parking capacity requirements);
- Quantity and type of security requirements;

- Clientele expected, and appropriate neighbors;
- Geographic boundaries for the anticipated function;
- Accessibility to public transportation;
- Business hours and days services will operate, and any other specialized needs; and
- Amount and source of funds proposed for monthly lease obligations and any up-front costs for tenant improvements.

Purchasing shall interface with the County's CEO-Capital Projects Department to determine if any County-owned spaces meet the requesting department's needs. If so, Capital Projects shall lead negotiations with all concerned parties. Should other departments occupy such County-owned space and will relocate, both the vacating (lessor) and occupying (lessee) departments will develop an occupancy agreement encompassing at a minimum the exact delineation of the space to be occupied by the new department, including floorplan graphics; and identify any Tenant Improvements to be completed.

If no County-owned space is available or appropriate to satisfy the department's request, Purchasing shall interface with the department's assigned CEO management consultant to obtain written consent with the concept of a new lease, communicated to both Purchasing and to the requesting department. Upon receipt of such written consent, the requesting department shall search for a suitable location, and once found, shall collaborate with Purchasing to negotiate lease terms using the Proposed New Lease Fact Sheet (Exhibit 4). Purchasing shall provide a copy of the completed Proposed New Lease Fact Sheet to both the department's assigned CEO Management Consultant and to CEO-Capital Projects.

Purchasing shall consult with Capital Projects to ensure that the proposed County location meets all requisite ADA and related safety standards prepare the lease agreement and accompanying documents. The requesting department shall prepare the corresponding agenda item for Board of Supervisors approval, if required, and shall work with CEO-Risk Management to ensure proper insurance coverage is in place. Once approved, the Purchasing Agent may sign and finalize the lease, and renewals of the lease may be re-negotiated in coordination with GSA-Purchasing.

Copies of the fully-executed agreement shall be with provided to the following:

- The requesting department's CEO Management Consultant;
- GSA-Facilities Maintenance;
- Capital Projects;
- Auditor-Controller;

- CEO-Risk Management departments; and
- Any additional parties as may be appropriate.

Once such copies of the agreement are distributed, CEO-Capital Projects and the Auditor-Controller will update the County facility inventory. GSA-Facilities Maintenance will coordinate the delivery of services as identified within the agreement.

#### **13.4 Real Property Leases – County as Landlord**

The Board of Supervisors may make contracts, acquire, lease, or sublease property by a four-fifths vote of the board, enter into leases, or concession or managerial contracts involving leasing or subleasing all or any part of county-owned, leased, or managed property devoted to or held for ultimate use for airport, vehicle parking, fairground, beach, park, amusement, recreation, or employee cafeteria purposes, or industrial or commercial development incidental thereto (Government Code §25536).

Real property leases where the County is landlord are generally subject to a competitive proposal process and require approval by the Board of Supervisors (County Code §4.24.010):

- The Board of Supervisors shall either accept the highest proposal for the proposed lease submitted in response to a call for bids posted in at least three public places for not less than fifteen days and published for not less than two weeks in a newspaper of general circulation, or reject all bids. Electronic posting may be concurrently, but not in place of, the physical posting and newspaper publication described herein.
- The proposed form of lease shall be and remain on file in the office of the Clerk Recorder for at least fifteen days prior to the opening of bids.
- Terms of lease, oral bidding, minimum rental, deposit required and any other terms of the proposal shall be provided by order of the Board of Supervisors authorizing the call for bids.

Exclusions:

- The Board of Supervisors, by a four-fifths vote of the board, may sell or lease all or any part of County-owned property if the County repurchases or leases back the property as part of the same transaction (Government Code §25536).
- Leases or licenses not exceeding 10 years and having an estimated monthly rental not exceeding fifteen-thousand dollars (\$15,000), may be excluded from the bidding procedure, except that notice shall be posted in the office of the Clerk of the Board of Supervisors, and if the lease or license involves residential property, notice shall be given to the housing sponsors, as defined

by Sections 50074 and 50074.5 of the Health and Safety Code. The notice shall describe the property proposed to be leased or licensed, the terms of the lease or license, the location where offers to lease or license the property will be accepted, the location where leases or licenses will be executed, and any county officer authorized to execute the lease or license.

- If a lease or license is excluded from the bidding procedure, the actual monthly rental in the executed lease or license may not exceed fifteen-thousand dollars (\$10,000), the term of the executed lease or license shall not exceed 10 years, and the lease or license is not renewable (Government Code §25537(b), County Ordinance 668 §1, 1998; 1075 NS §1, 1982; prior code §2-371).

GSA Purchasing shall consult with Capital Projects to ensure that the proposed County location meets all requisite ADA and related safety standards prepare the lease agreement and accompanying documents. The requesting department shall prepare the corresponding agenda item to present the new lease to Board of Supervisors for approval, and work with CEO-Risk Management to ensure proper insurance coverage is in place. Once approved, the Purchasing Agent may sign and finalize the lease, and renewals of the lease may be re-negotiated in coordination with GSA-Purchasing.

Copies of the fully-executed agreement shall be with provided to the following:

- The requesting department's CEO Management Consultant;
- GSA-Facilities Maintenance;
- Capital Projects;
- Auditor-Controller;
- CEO-Risk Management departments; and
- Any additional parties as may be appropriate.

Once such copies of the agreement are distributed, CEO-Capital Projects and the Auditor-Controller will update the County facility inventory. GSA-Facilities Maintenance will coordinate the delivery of services as identified within the agreement.

### **13.5 Tenant Improvements**

Any changes or modifications to leased facilities must be approved by the Purchasing Agent by written agreement or addendum prior to beginning the work. The requesting department shall contact the landlord and obtain an itemized cost estimate of the tenant improvements. Capital Projects shall review the requested improvements to determine whether such may be made within the limitations of State law and County policy (i.e., sole-source contractor selection; use of force account; supplement to lease agreement, etc.).

Departments involved with the lease shall identify:

- Whether the cost of Tenant Improvements and whether they will be paid up front by the County, or up front by the landlord and reimbursed by the County over the initial lease term (not to exceed five years).
- What utility services (water, sewer, electric, telephone, janitorial, maintenance and repairs, etc.) will be paid by which party. If the lease space is “multi-tenant” with other private or public parties, the departments involved shall determine how utility services are calculated, and which party is responsible for billing, collections, payment, and coordination of such utility services. Departments shall consult GSA prior to negotiation of janitorial service agreements.
- Parking arrangements and terms, such as whether off-street parking is provided with the lease, or in addition to the lease.
- Cost of the space (price per square foot), and options or extensions of the leased area.
- Term of the agreement, including effective and termination dates, renewal options, and how and when termination shall be effected.

GSA Purchasing shall prepare the lease agreement and accompanying documents. Such documents shall specify in writing of the requirement to abide by prevailing wage laws outlined by State law, and that such provisions of the California Public Contract Code, Government Code, Labor Code and Health and Safety Code apply to any project conducted on behalf of the County.

Prior to circulating for the lease for signature, GSA Purchasing shall consult with Capital Projects to ensure that the proposed tenant improvements meet all requisite ADA and related safety standards.

If the proposed tenant improvements require Board of Supervisor approval, or are otherwise in conjunction with a lease agreement that requires such approval, the requesting department shall prepare the corresponding agenda item.

Copies of the fully-executed agreement shall be with provided to the following:

- The requesting department’s CEO Management Consultant;
- GSA-Facilities Maintenance;
- Capital Projects;
- Auditor-Controller;
- CEO-Risk Management departments; and
- Any additional parties as may be appropriate.

### **13.6 Suspension and Debarment Verification**

The County shall not enter into any lease agreement with a party who has been suspended or debarred from doing business with the government. Before entering into a federally funded lease agreement, the County must ensure the intended contractor isn't listed among the suspended and debarred individuals and businesses identified by the federal government at SAM.gov:

[https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5Bstatus%5D%5Bis\\_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL](https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL).

In addition to performing debarment and suspension checks, the County shall include language in the lease agreement that precludes business with debarred or suspended entities:

"Contractor represents and warrants, to the best of its knowledge and belief, that neither Contractor nor any of its Principals (meaning, an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state, or local government or agency, nor does it appear on any federal, state, or local government's Excluded Parties List System. Contractor shall provide immediate written notice to the County if, at any time Contractor learns that this representation was erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this agreement. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the County, the County may terminate this Agreement."



## SECTION XIV:

### SURPLUS DISPOSAL

Stanislaus County is committed to the effective and efficient management of resources. To facilitate and encourage the timely disposal of surplus items such as equipment and furniture, Stanislaus County has adopted the following surplus/salvage policy.

#### **14.1 Policy**

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. The disposition of such surplus property may be made without securing bids or advertising. All proceeds from such sales shall be paid into the county treasury for the use of the county. (County Code 2.24.065, 2.24.070, 2.24.080; County Ord. CS 475 §3, 1992).

For disposition of personal property exceeding one-thousand dollars (\$1,000) per individual item, either tagged or untagged, the Purchasing Agent must obtain prior approval of the Board of Supervisors. With approval by the Board of Supervisors, notices of sales of surplus personal property shall be posted for not less than five business days preceding the day of sale in the county offices building and in the office of the Purchasing Agent, and in such other public place within the county as the Purchasing Agent may deem advisable. 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 their 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. All proceeds from such sales shall be paid into the County Treasury for the use of the County. (County Code 2.24.065, 2.24.070, 2.24.080; County Ord. CS 475 §3, 1992).

Central Services 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 by submitting a request on the Stanislaus County Inventory Transfer Record.

Thirty (30) days after circulation of the list to department heads, Central Services will submit a list of surplus materials to the Purchasing Agent or his designee, and, upon Board of Supervisor's approval for items valued above \$1,000, will proceed with the disposition of the property by one of the following methods:

- Return to manufacturer or supplier for credit;
- Trade-in on new equipment;
- Sale to the public through sealed bids;
- Sell at public auction;
- Sell for scrap value;
- Lease;
- 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; or
- Otherwise dispose of any personal property in the best interest of the County.

## **14.2 Purpose**

The procedures in this manual shall apply to disposal of all surplus property other than real property. This policy establishes a process for disposal of obsolete, damaged, scrap, or surplus equipment, materials, and supplies by redistribution within the County, sale, or other suitable action. The sale of surplus real property shall follow the policies and procedures set forth in County Ordinance §4.24.030 (Government Code §25539) and shall comply with Surplus Land Act Exemptions (Government Code 54220 et seq).

## **14.3 Salvage Procedure**

Each department should annually review all material and equipment under department control ~~at least annually~~ to determine its usefulness. Items sent to salvage should only be equipment for which a Department/Agency no longer has a need.

Whenever material or equipment becomes surplus or obsolete, the department head shall notify the GSA Central Services Division by completing a Stanislaus County Inventory Transfer Record: –(Exhibit 3), which removes items from a department's inventory and allows the Purchasing Agent to accept and properly dispose of 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.

1. The requesting department submits a completed Stanislaus County Inventory Transfer Record to the Central Services warehouse, indicating SALVAGE as the "TO" department name, and assigned Asset Number as well as the Inventory Tag Number, if applicable, in the description of the item. All salvage items should be listed, tagged, or otherwise designated.
2. The requesting department shall remove asset tags and send them to the Auditor-Controller's Office. All salvage items should be listed on the Inventory Transfer Record, whether they have asset tags or other designations. If a department is transferring large numbers of items at one time, the department may attach additional sheets to list items; however, each page must be numbered "Page       of       " so Central Services can verify all pages are accounted for.

3. Upon receipt of an approved Inventory Transfer Record, GSA Central Services will sign off on the form and give the requesting department a copy for their records. Central Services will then forward the remaining copies to Purchasing for approval, and then on to the Auditor-Controller's Office to retire the tagged assets from the requesting department's inventory.
4. Once approved by the Purchasing Agent, the requesting department will contact GSA Central Services to coordinate delivery or pick up of the salvage items. If the department will bring items to the warehouse, the department must contact the warehouse to set a mutually agreeable time for drop off. Salvage items must not be dropped off at a GSA Central Services facility if no one is present to accept them and verify them against the Inventory Transfer Record. Central Services will not accept any hazardous materials; therefore, qualified GSA Facilities Maintenance Division (FMD) personnel must clear all such items that may have contained such hazardous materials. Furniture such as desks or file cabinets must be emptied before transferring them to GSA Central Services.
5. For items valued less than one-thousand dollars (\$1,000) per individual item, the Purchasing Agent may sell, trade, trade in, lease, exchange, or otherwise dispose of the surplus property without prior approval by the Board of Supervisors.
6. For items valued above one-thousand dollars (\$1,000) per individual item, the Purchasing Agent must obtain prior approval of the Board of Supervisors before proceeding with disposition, following the requirements outlined in 4.1 above.
- ~~the Purchasing Agent for approval. Once approved, the department will make arrangements with GSA Central Services before delivering or picking up any salvage items.~~

~~Upon receipt of an approved Inventory Transfer Record, GSA Central Services shall arrange to remove the material or equipment, or advise the holder to retain the material or equipment at its present location pending disposition.~~

#### **14.4 IT Equipment**

Before transferring a computer to CS Warehouse, Departments are responsible for contacting Information Technology Central (ITC) or the Department's internal information technology division to ensure any data stored on the computer is fully and irrevocably rendered unreadable. This is vital to protect against confidential data and to ensure that unlicensed software is not released to others.

#### **14.5 Equipment Purchased with Grant, State, or Federal Funding**

Equipment purchased with grant, State, or Federal funding, including vehicles, may have specific requirements. Departments should review these special funding programs prior to disposing of any asset purchased with grant funding.

#### **14.6 Requests for Donations**

From time to time, the County may have items that are no longer needed but could be used by a local non-profit organization. Before considering donating an item, departments must work through the Central Services Warehouse to first determine that no other departments have a need for the item. The California Constitution prohibits gifting public funds or property to private persons or entities unless a public purpose is served, and private entities are benefited only as an incident to the public purpose. (Cal. Const., art. XVI; California Housing Finance Agency v. Elliott (1976) 17 Cal.3d 575, 583.)

Requests from the general public for donation of County surplus property shall be directed to the Chief Executive Office (CEO), and shall:

- Identify the person making the request
- Identify the organization making the request
- Describe the function of the organization
- Describe the items and quantity requested
- Describe the intended use of the items requested

If the CEO has no objection to the request, it shall be forwarded to Purchasing, who shall then determine the availability, description, and value of the requested property. The item is then transferred to Central Services Warehouse using the Stanislaus County Inventory Transfer Form (Exhibit 3).

Purchasing shall verify the non-profit status of the organization and discuss such 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 donating department shall prepare a Board Agenda Item and forward such to the office of the CEO. (County Code 2.24.065)

**14.1—**

**14.2—**

#### **14.7 Transfer from Central Services Warehouse to a Department**

Central Services will maintain a list of equipment available to County Departments on the County's internal (intranet) website. Departments may schedule an appointment to view the items at the warehouse and arrange for pick up or delivery at that time. Using the Stanislaus County Inventory Transfer Form (Exhibit 3), the item may be transferred to the new Department. When the item is received by the department, it is the responsibility of the receiving department to asset tag the item and add it to the County inventory, if applicable. An interactive version of the Stanislaus County Inventory Transfer Form can be found on the GSA intranet page. (County Code 2.24.090)

#### **14.8 Transfer of Assets between Departments/Divisions**

Assets may be transferred from one County Department to another County Department using the Stanislaus County Inventory Transfer Form (Exhibit 3). In this situation, the asset tag is not removed, and the form is signed by the sending and receiving departments before being sent to the Purchasing Agent, and then the Auditor/Controller. The Auditor/Controller will transfer the asset on Oracle Fixed Assets.

For transfers within a department, the Stanislaus County Inventory Transfer Form (Exhibit 3) is to be given to the departmental inventory clerk. The department must change the asset key, the fund/org on the expense account and/or the location in the County inventory for each asset transferred. If the transfer is between different types of funds (i.e. Government Funds and Internal Service Funds) on the Fixed Asset system, send the Inventory Transfer Form (Exhibit 3), which has been signed by the department, to the Auditor/Controller requesting the move.

#### **14.9 Sale to the Public**

Sale of items to the public may be done through auction, bids, or sale directly to the public, in accordance with County Ordinances. All proceeds from such sales shall be paid into the County Treasury for use by the County.

#### **14.10 Disposal of Vehicles**

Disposal of Stanislaus County-owned vehicles must be facilitated by GSA Fleet Services Division, who will work directly with the Purchasing Agent. Prior to disposal of any vehicle, Fleet Services will evaluate the vehicle for usage in other County departments, in accordance with the County's Fleet Policy. This may result in transfer of the asset to another department, without compensation to the originating department. To transfer a County-Owned vehicle to Fleet Services, use the Inventory Transfer Form (Exhibit 3.)

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## **SECTION XV:**

### **OTHER POLICIES AND PROCEDURES**

#### **15.1 Fixed Assets**

Fixed assets are defined by the Auditor-Controller in the Capital Asset Inventory Guidelines. Fixed asset items are recorded and tracked by the Auditor-Controller. Unless specifically exempted by the Purchasing Agent and the Chief Executive Officer, all fixed assets shall be competitively procured. The procurement process will 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 sole-source documentation.

#### **15.2 Federal Requirements**

The procurement of goods and services using federal grant funds is subject to requirements different from those ordinarily employed by the County. An overview of such federal requirements may be found in the Code of Federal Regulations (CFR), Uniform Guidance §200.318 - §200.327.

In order to preserve the County's federal grant funding eligibility, in cases where conflict exists between the County's policies of those of the non-County funding source, the more stringent of such rules and practices shall apply. This is especially important when making emergency procurements in disaster situations for which the County may apply for Federal Emergency Management Agency (FEMA) assistance. Refer to the FEMA website for additional guidance: <https://www.fema.gov/public-assistance-policy-and-guidance#>.

##### **15.2.1 Additional processes required for federally-funded procurements:**

- Different dollar thresholds for bidding processes.
- More stringent requirements for "piggyback" purchases. Such purchases are rarely allowed.
- Documented targeting of solicitations to Small/MBE/WBE/DVBE contractors (CFR §200.321).
- Documentation of awards to Small/MBE/WBE/DVBE contractors.
- Inclusion of references to specific federal laws and acts.
- Inclusion of specific language in solicitations and contracts.
- Mandatory procurement of recovered materials (CFR §200.322).
- Encouraged use of federal excess and surplus property in lieu of purchasing new equipment and property, whenever feasible,
- Encouraged use of Value Engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

- Development of an internal independent cost estimate before receiving bids or proposals (CFR §200.323(a)).
- Mandatory detailed cost or price analysis for procurements beyond the Federal Simplified Acquisition Threshold (CFR §200.323(a)).
- Profit must be negotiated separately for agreements where no competition exists (CFR §200.323(b)).
- All federally-funded procurement and contract records must be made available for funding/awarding agency or pass-through entity review (CFR §200.324).
- Contracts must contain the applicable provisions described in Appendix II to CFR Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards (CFR §200.326, and Appendix II to Part 200).

#### **15.2.2 Processes prohibited in federally-funded procurements:**

- Geographical (i.e., Local) Vendor Preferences, or otherwise limiting solicitations or competition geographically.
- Negotiated (no-bid) agreements.
- Time & Materials (T&M) agreements without ceiling spending limits or when other types of agreements would be more suitable.
- Cost-plus-percentage-of-cost agreements, under any circumstances (CFR §200.323(d)).
- Brand Name product specifications without identifying product qualities and including “or equal” language.
- Continuing non-bid work under an “emergency” premise after the urgency has past, rather than bidding out the continuing work separately.

Individual federal agencies may impart additional unique requirements beyond those listed above or found in the CFRs. For this reason, it’s important that County departments check with the appropriate federal agency for such details when planning the procurement process.

### **15.3 Environment & Recycling**

Stanislaus County encourages innovation and efficiency improvements. By adopting environmentally-friendly purchasing practices, the County can reduce its environmental impact, reduce costs and liabilities, and improve environmental quality.

#### **15.3.1 Purpose**

This policy outlines the County’s preference for environmentally-friendly products, showcases the County’s environmental stewardship, and directs County departments to practice environmental sustainability to the extent possible. The primary goals are to minimize environmental impacts and promote the purchase of recycled and environmentally-preferred products that:

- Conserve natural resources and materials;

- Reduce the consumption of space in landfills; and
- Increase employee awareness that many used items can serve an additional purpose.

### **15.3.2 General Policies**

Whenever feasible, each department should make every reasonable effort to purchase and use recycled products or with recycled content, to the extent such use does not adversely affect health, safety, operational efficiency, or effectiveness, as determined by each department. Nothing in this policy shall be construed as requiring the purchasing of products that do not perform adequately or are not available at a reasonable price.

Departments will review purchasing specifications and contract requirements, and where feasible, will revise such specifications and contract requirements to encourage the use of recycled products and other environmentally-preferred products. Departments shall consider the ability of a product and its packaging to be reused, reconditioned, or recycled. Departments should purchase products which minimize waste and toxic by-products in their manufacturing, use, recycling, and disposal processes.

The County shall phase in Green Seal-certified restroom cleaning products at all County-occupied buildings, replacing previously purchased non-green products.

### **15.3.3 Recycled Product Preference**

Whenever the Purchasing Agent, or designee, purchases services, supplies, materials, and/or equipment for the County through the use of competitive process, including quotes, bids, and proposals, for evaluation purposes a five-percent (5%) price preference may be given to recycled products, reusable products offered as alternatives to disposable products, and products designed to be recycled, where they are offered as alternatives to non-recyclable products. The Recycled Product Preference does not apply to bids conducted jointly with other public agencies, nor when prohibited by state or federal statutes or regulations, or as may otherwise be exempted.

When bid submissions are evaluated, a five percent (5%) Recycled Product Preference shall be deducted from the total dollar amount bid by vendors on competitive quotes and bids that contain recycled or reusable products, and from the total evaluated aggregate proposal score obtained by such vendors.

The total amount of Recycled Product Preference granted in a single bid shall not exceed five-thousand dollars (\$5,0000) over a non-recyclable products vendor. The award shall be made at the full price of the quote, bid or proposal.

In the case of an absolute tie and no other tie-breaker policy is applicable, an award will be made to the recyclable/reusable products vendor. In the case of a



tie between recyclable/reusable products vendors, and no other tie-breaker policy is applicable, the award will be determined by lot.

For federally-funded procurements, the use of recovered materials shall be mandated in accordance with CFR §200.322.

#### **15.3.4 Coordination with other Local Governments**

To the greatest extent feasible, the County will cooperate with neighboring governmental agencies in an effort to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, and products designed to be recycled.

#### **15.3.5 IT Equipment**

Preference shall be given to electronic products that:

- Have Bronze registration or higher under the Electronic Products Environmental Assessment Tool (EPEAT), or which meet similar energy efficiency standards;
- Are Energy Star-rated or meet similar energy efficiency standards.

#### **15.3.6 Promotion**

County business cards, letterhead stationery, envelopes, business forms, and other documents should use recycled products for where feasible. Such items should be labeled "Printed on Recycled Paper" to promote the use of post-consumer content. In addition, County mailings and publications should be printed using non-toxic inks.

All County offices and Departments should promote the recycling of office waste paper by providing recycling bins for employees use. The Solid Waste Division of the Department of Environmental Resources is responsible for the weekly collection and removal for recycling of such office waste paper, including confidential and cardboard waste.

### **15.4 Electronic Procurement (E-Procurement) and Electronic Signatures**

Pursuant to the requirements set forth in Government Code §16.5, the Purchasing Agent or his/her designees shall be authorized to develop, implement, and facilitate procedures for the use of electronic records, digital signatures, and security procedures for all other purposes, and may authorize methods, means, and standards for secure electronic procurement transactions for non-personnel expenditures of County funds. This includes conducting all or some of the procurement function over the Internet through point, click, buy, and ship Internet technology, as well as conducting more complicated competitive procurement solicitation, submittal, communication, and evaluation processes online. When mentioned throughout this Policy Manual, the term "written" does not preclude the use of an electronic format.

The use of a digital signature shall be at the County's option, and shall have the same force and effect as the use of a manual signature only if it embodies all of the following attributes:

1. It is unique to the person using it.
2. It is capable of verification.
3. It is under the sole control of the person using it.
4. It is linked to data in such a manner that if the data are changed, the digital signature is invalidated.
5. It conforms to regulations adopted by the Secretary of State.

(Government Code §16.5).

### **15.5 Temporary Help**

The County may contract with temporary help firms for assistance during any peak load, temporary absence, or emergency other than a labor dispute, provided the such contract is determined to be in the best interest of the County. Use of such temporary help shall be limited to a period not to exceed 90 days for any single peak load, temporary absence, or emergency situation (Government Code §31000.4, County Ord. CS 1158 §3.65, 2015).

#### **Process**

1. Departments obtain pricing for temporary help services, following the competitive procurement thresholds identified within this Policy Manual.
2. Departments enter a requisition into the CEO-Human Resource's system (currently NEOGOV).
3. If CEO-HR approves the request, the department may then create a purchase requisition, identifying the CEO-HR (NEOGOV) requisition number and CEO-HR's approval reason.
4. The department sends a copy of the CEO-HR (NEOGOV) approval to Purchasing as back-up documentation.
5. Purchasing issues the Purchase Order to the department, including the following language: "Services provided under this Agreement shall be in accordance with County Code Title 3 - Personnel, Chapter 3.65 Contracting with Temporary Help Firms, et seq."

### **15.6 Compliance with Accessibility/ADA Laws**

Stanislaus County is a local agency subject to Title II of the Americans with Disabilities Act. As such, the County is required to comply with the requirements of Title of the ADA. Title II requires State and local governments to make their programs and services accessible to persons with disabilities. While many individuals with disabilities are able to

take part in various government programs and activities without any accommodations, for many others their disabilities combined with environmental obstacles impose significant barriers to an equal opportunity to participate. The ADA protects the civil rights of people with disabilities against discrimination on the basis of disability. Title II of the ADA outlines the ways in which environmental, communication, and policy barriers must be addressed by Stanislaus County and those who enter into contracts with the County. (American with Disabilities Act of 1990, Title II)

Proposers with a disability may receive accommodation regarding the means of communication and participating in the procurement process. Proposers with a disability should contact Purchasing's designated Point of Contact as identified in the solicitation documents to request reasonable accommodation no later than the deadline for accommodation requests as detailed in the solicitation.

## SECTION XVI:

### GLOSSARY OF PROCUREMENT TERMS

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

**A/E (ARCHITECTURAL & ENGINEERING) SERVICES:** Professional services that require performance by a registered architect or engineer that are associated with research, planning, development, design construction, alteration or improvement of a public project as defined in the California Public Contract Code.

**ADVERTISE:** To make a public announcement or legal notice of a solicitation with the aim of increasing the response and enlarging the field of competition; often required by law or policy.

**AGREEMENT:** An understanding, usually in writing, between two or more competent parties, under which one party agrees to perform as defined in the agreement and the second party agrees to pay compensation for the performance in accordance with the conditions of the agreement. The terms *Agreement* and *Contract* are frequently used synonymously. Also see *CONTRACT*.

**AMENDMENT:** 1. An agreed addition to, deletion from, or correction or modification of a document or contract. 2. To revise or change an existing document; a formal revision, improvement or correction.

**AUCTION:** A public sale in which property or items are sold to the highest bidder.

**AWARD:** The acceptance of a bid or proposal; the presentation of a purchase agreement or contract to a bidder or offer or.

**BEST PRACTICE:** A business process, activity or operation that is considered outstanding, innovative or exceptionally creative by a recognized peer group. It may be considered as a leading-edge activity that has been successfully adopted or implemented and has brought efficiency and effectiveness to an organization. It may result in improved productivity, quality, reduced costs and increased customer service.

**BID:** A solicitation made to potential vendors/contractors requesting costs to provide supplies, equipment, materials and labor. A bid may be classified as “formal” or “informal”. Also refers to the proposal submitted by a bidder in response to a solicitation. Sometimes the complete set of bid solicitation documents may be referred to as “the Bid”. See also *INVITATION FOR BIDS*.

**BID BOND:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw

their bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay the specified amount.

**BID, INFORMAL:** A competitive bid, price quotation, or proposal process for goods or services that is conveyed verbally, by letter, fax, e-mail or other manner, that does not require a formal sealed bid or proposal, public opening, or other formalities. Used where price is the primary decision factor. This term is also used by the Public Contracting Code to refer to the less-rigorous sealed bidding process applicable to Public Works of Improvement projects valued below \$200,000 (PCC §22032(c)).

**BID, INVITATION FOR:** A competitive sealed bidding process, and complete assembly of related documents (whether attached or by reference) furnished to a prospective bidder for the purpose of bidding.

**BID, FORMAL:** Broadly refers to sealed bidding and RFP processes in general; however, the Public Contracting Code uses this term specifically for the more rigorous competitive sealed bid process reserved for Public Works of Improvement projects valued at or above \$200,000 (PCC §22032(c)). See also *FORMAL PROCUREMENT*.

**BID OPENING:** The official process in which sealed bids are opened, usually in the presence of one or more witnesses, at the time and place specified in the invitation for bid. The amount of each bid is recorded and bids are made available for public inspection. It may be open to the public. Note: Electronically submitted bids are automatically sealed until the bid date. A bid tabulation or bid summary is provided to all respondents within a reasonable time frame.

**BID, SEALED:** A competitive procurement process by which bidders respond to an Invitation for Bid (BID) by submitting a sealed price proposal that is only opened on the date and time identified in the solicitation. Award is made to the lowest-priced bidder who is both responsive (conforming with material bid requirements) and responsible (competent and otherwise qualified to perform under any resulting contract).

**BIDDER LIST:** A listing of names and addresses of vendors from whom bids, proposals or quotations can be solicited. The list is generally retained in a retrievable electronic data base.

**BIDDING, COMPETITIVE:** The process of inviting and obtaining bids from competing sources in response to advertised competitive specifications, by which an award is made to the lowest-priced “responsive and responsible” bidder meeting the specifications. The process contemplates giving potential bidders a reasonable opportunity to bid, and requires that all bidders be placed on the same plane of quality. Each bidder must bid on the same advertised specifications, terms, and conditions in all the items and parts of a contract. The purpose of competitive bidding is to stimulate competition, prevent favoritism, and secure the best goods and services at the lowest practicable price, for the benefit of the agency. Competitive bidding cannot occur where contract specifications, terms, or conditions prevent or unduly restrict competition, favor a particular supplier, or increase the cost of goods or services without providing a

corresponding benefit to the agency.

**BID TABULATION:** A summary of all bids received based upon bid evaluation criteria, such as price and other terms, applicable to determining the best value or lowest responsive and responsible bid. It lists each bidder and their applicable bid information.

**BID PREFERENCE:** Where allowed, procurement laws mandating that bid prices for a preferred class of bidders be given special consideration when comparing their bid prices with those of other bidders not in the preferred class (i.e., local vendors may be given a bid preference over out-of-state vendors).

**BLANKET PURCHASE ORDER (BPO):** An agreement to purchase a given quantity of specific goods over a specified period of time, usually one year.

**BUYER:** The Purchasing Agent or designated Purchasing staff.

**CAN:** Permissive (discretionary) form of action.

**COMPETITIVE PROCUREMENT:** Any procurement process leveraging competitive market forces through the solicitation of offers, either directly by the County, or by another agency when using Cooperative Agreements.

**COMMODITY:** Goods consisting of supplies, materials, and equipment.

**CONSTRUCTION:** The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement.

**CONSULTING SERVICES:** Services of an advisory nature required to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in-house or from within the entity.

**CONTRACT:** A legally binding promise, enforceable by law; an agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations. The terms “contract” and “agreement” are synonymous. The term “contract” includes, but is not limited to, a purchase order, a contract for services, an addendum or change order, a letter agreement, or a memorandum of understanding. A contract may also include leases, revenue generating contracts and other forms of agreements as applicable to the County. Also see *AGREEMENT*.

**CONTRACT ADMINISTRATOR:** County employee responsible for contract administration activities to assure full compliance with all of the terms and conditions contained within the contract document, including price. The term may include project manager, program manager, and other designated staff.

**CONTRACT AWARD:** Final agreement on the terms and conditions of a contract between the County and Vendor/Contractor as authorized by the Board of Supervisors or its designee(s). See also *NOTICE OF INTENT TO AWARD*.

**CONTRACT EXTENSION:** An action to change and extend a contract termination date pursuant to a provision in the scope of work and upon written mutual agreement by both parties. Reasons for a contract extension include: an excusable delay, a contractor's acceptable performance record, unused allocated funding, or agency need for continued service until a new contract is in place. Extension should be based on sound legal advice so as to avoid challenges by other interested vendors. A contract extension is not the same as a contract renewal.

**CONTRACT RENEWAL:** A renewal clause allows an agreement to continue for a defined period if the existing agreement isn't renegotiated within a specified time measured from the expiration of the current contract. The term of renewal depends on the specific contract language, but such clauses generally provide that the contract shall be automatically renewed for the same period (or some lesser term) unless either party, at some stipulated and predetermined time (i.e., 60 days before expiration), gives notice to the other of its desire to end the agreement.

**CONTRACTOR:** Any manufacturer, supplier, vendor, contractor, or individual doing business by contract with the County.

**CONTRACTUAL SERVICES:** Services which for reasons of specialized equipment, volume, or scope of work could not satisfactorily be performed by County forces. These include electric power, gas, telephone, guard service, and 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.

**COOPERATIVE PROCUREMENT / COOPERATIVE PURCHASING:** 1. The action taken when two or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits. 2. A variety of arrangements whereby two or more public procurement units purchase from the same supplier or multiple suppliers using a single IFB or RFP. 3. Cooperative procurement efforts may result in contracts that other entities may "piggyback."

**COUNTY:** Stanislaus County, a government agency.

**COUNTY EMPLOYEE:** 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.

**DEBARMENT:** 1. To prohibit a seller/contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

**DELEGATED PURCHASER:** Authorized or appointed individuals who are delegated authority under the entity's rules and procedures that allow them to make small dollar purchases on behalf of the agency.

**DELEGATION OF AUTHORITY:** The conferring of actual authority by someone who has actual authority, to another person, in order to accomplish a task.

**DESIGNEE:** A duly authorized representative.

**DIGITAL SIGNATURE:** An electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature. Provides the ability to execute a signature electronically via the Internet.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE):** A for-profit small business concern where socially and economically *disadvantaged* individuals own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.

**DISADVANTAGED INDIVIDUALS:** In federally-funded procurements, bidders may be eligible if they are a member of a group of persons the funding agency considers as disadvantaged, which may include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Pacific Americans, or other minorities found to be disadvantaged by the U.S. Small Business Administration (SBA). Persons who are not members of one of the above groups and own and control their business may also be eligible if they establish their "social" and "economic" disadvantage. People with disabilities have disproportionately low incomes and high rates of unemployment, and therefore may also be considered socially and economically disadvantaged. A determination of whether an individual with a disability meets DBE eligibility criteria is made on a case-by-case basis by the funding agency.

**DISPOSITION:** Transferring, trading-in, selling, recycling, destroying, or otherwise discarding of items that are excess property, surplus property, or scrap.

**ENERGY STAR:** A voluntary energy efficiency labeling program derived from a partnership between the U.S. Environmental Protection Agency and the U.S. Department of Energy. ([www.energystar.gov](http://www.energystar.gov))

**EPEAT:** Electronic Product Environmental Assessment Tool. The bronze, silver and gold ratings represent that at least all minimum established environmental performance standards have been met. ([www.epeat.net](http://www.epeat.net))

**EQUIPMENT:** Major items such as tools, equipment, furnishings and fixtures that are not expendable except through depreciation or wear and tear and which, although they may be fixed or positioned in prescribed places, do not lose their identity or become integral parts of other items or installations.



**ENVIRONMENTALLY PREFERABLE PURCHASING:** Environmentally Preferable Purchasing (EPP) is an attempt to address environmental challenges by taking advantage of government's vast purchasing power to create strong markets for environmentally friendly products and services. EPP is also known as *Green Purchasing*.

**E-PROCUREMENT (Electronic Procurement):** Conducting all or some of the procurement function over the Internet.

**FORMAL BID:** (See BID, FORMAL)

**FORMAL PROCUREMENT:** A structured, written procedure to solicit bids, proposals, or statement of qualifications, requiring a written document officially noticed to the public, and distributed as widely as possible with specific instructions regarding due date and format for written responses; may include an evaluation and selection process.

**GOODS:** Any and all consumable supplies, materials and tangible property acquired by the County other than services or real property. Also see *COMMODITY*.

**GRANT:**

1. A transfer of Federal or State Government funds to State or local governments to support or stimulate programs authorized by federal or state laws, to accomplish objectives that are locally defined and managed under a broad federal or state program.
2. The furnishing of assistance by a jurisdiction whether financial or otherwise, to any person to support a program authorized by law; does not include an award whose primary purpose is to procure supplies, services or construction.

**GREEN SEAL:** An independent non-profit environmental labeling organization ([www.greenseal.org](http://www.greenseal.org)).

**INFORMAL BID:** Often referred to as "getting quotes", this is a competitive process used for good and services where price is the primary decision factor, but is less structured than the sealed bid process. Under the PCC, this term also refers to the less-stringent requirements for getting sealed bids for Public Works of Improvement projects valued below \$200,000 (PCC §22032(c)). See also *Request For Quotation*.

**INFORMATION TECHNOLOGY (IT):** An all-encompassing term that refers to the devices used for creating, storing, using, or exchanging information, and to the design and practical application of the devices themselves.

**INVITATION FOR BID (BID):** Refers to both the process and the complete collection of documents used to solicit competitive or multi-step sealed bids. A formal solicitation method where price is the determining factor after it has been determined the bidder offer meets the minimum specifications of the solicitation and the bid is both responsive and responsible.

**LEASE:** A contract by which one party (lessee) enters into a contract with a second party

(lessor) for possession and use of an asset (property or equipment) for a specified period of time at a predetermined cost. The benefits of leasing are: Obsolescence can be minimized or eliminated; Avoidance of large capital outlays; Maintenance problems may be reduced; The Lessee's working capital is not consumed and may be utilized for other projects.

**LEASE-PURCHASE AGREEMENT:** A lease in which the lease payments are applied, in whole or in part, as installment payments for equity or ownership upon completion of the agreement.

**LEASE RATE:** The periodic rental payment to a lessor for the use of assets. (Alternative definition: The implicit interest rate in minimum lease payments.)

**LEGAL NOTICE:** A public notice required by law, ordinance or executive order. Generally placed in a newspaper of general circulation or may be posted on a web-site, magazine or other media, depending on the specific legal requirements.

**LESSEE:** The user of equipment or property being leased.

**LESSOR:** The party to a lease agreement who has legal or tax title to the equipment or property, grants the lessee the right to use the equipment or property for the lease term, and is entitled to receive the rental payments.

**LOWEST-PRICED RESPONSIVE AND RESPONSIBLE BIDDER:** The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents.

**MAINTENANCE:** The upkeep of property that doesn't add to its permanent value appreciably, but instead keeps it in an efficient operating condition.

**MATERIAL:** A raw or partially-processed substance from which something is made or can be made, such as building materials, metals, paper, plastic, etc.

**MAY:** Permissive (discretionary) form of action.

**MULTIPLE AWARD CONTRACTS:** Contracts awarded to more than one supplier for comparable supplies and services. Awards are made for the same generic types of items at various prices. Usually the result of aggregated line item bids of similar product categories.

**MULTI-YEAR CONTRACT:** A procurement contract that extends for longer than one year.

**MUST:** Imperative (non-discretionary) form of action.

**NOTICE OF INTENT TO AWARD:** Final agreement on the terms and conditions of a contract between the County and Vendor/Contractor as authorized by the Board of Supervisors or its designee(s). See also *CONTRACT AWARD*.

**OPTION TO RENEW:** A contract provision that allows a party to reinstate the contract for an additional term, beyond that stated in the original contract, in accordance with contract terms.

**PAYMENT BOND:** An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to pay subcontractors and suppliers. A financial or contractual instrument, issued by a surety, that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include: cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit. Payment bonds are also known as Labor and Materials Bonds.

**PERFORMANCE BOND:** An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed.

**PIGGYBACK AGREEMENT (PIGGYBACK COOPERATIVES):** A form of intergovernmental cooperative purchasing in which a government entity will be extended the pricing and terms of a contract entered into by another government entity. Generally, a larger entity will competitively award a contract that will include language allowing for other entities to utilize the contract, thereby gaining economies of scale that they normally would not receive if they had competed on their own.

**PREVAILING WAGE RATE:** The mandatory wage rate, including fringe benefits, paid to workers on Public Works of Improvement projects above \$1,000 in a geographic area for the identified type of work as established by the California Department of Industrial Relations (DIR).

**PROCUREMENT:** Purchasing, renting, leasing, or otherwise acquiring any materials, equipment, supplies, services, or construction. Also included are all activities related to obtaining the above items, such as functions that pertain to the acquisition, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration. Also includes the combined functions of purchasing, inventory control, traffic and transportation, receiving, inspection, storekeeping, salvage and disposal operations.

**PROCUREMENT CARD / PURCHASING CARD (P-CARD):** A payment method whereby internal customers (requisitioners) are empowered to deal directly with suppliers for purchases using a credit card issued by a bank or major credit card provider. Generally, a pre-established credit limit is established for each card issued. The Auditor Controller's Office managed the P-Card program and policies for the County of Stanislaus.

**PROPOSAL:** The assembly of documents provided by a contractor 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 pricing involved.

**PROTEST:** A written objection by a bidder or potential bidder to a solicitation or award of a contract, with the intention of receiving a remedial result.

**PUBLIC BID OPENING:** The process of opening and reading bids at the time and place specified in the solicitation and in the presence of anyone who wishes to attend. Electronic bid submittals are sealed until the deadline for submitting bids. In lieu of a public opening, bids are tabulated into a summary and electronically distributed to bidders and publicly made available on the County's website for transparency.

**PUBLIC NOTICE:** An announcement made by a public agency concerning a solicitation or other information of general public interest. Public notices are usually placed on a website and in a newspaper of general circulation or circular, magazine or other vehicle of general publication.

**PUBIC WORKS OF IMPROVEMENT:** Construction, reconstruction, erection, alteration, renovation, demolition, maintenance, and repair work paid for in whole or in part out of public funds. May include pre-construction activities such as inspection and land surveying. (Labor Code §1720-1743)

**PURCHASE:** All forms of acquisitions of supplies, materials, equipment, and services, including rental, lease, or lease purchase.

**PURCHASE ORDER (PO):** A written document issued by Purchasing to a vendor stating all terms and conditions of the proposed transaction, or referring to such terms and conditions as may exist in an accompanying contract. A PO in and of itself is a legal and binding contract.

**PURCHASE REQUISITION (PR):** A document created by a requestor authorizing the commencement of a purchasing transaction. PRs include a description of the need and other information relative to the transaction.

**PURCHASING AGENT:** The Office of the Purchasing Agent of Stanislaus County, as established by Stanislaus County Ordinance §2.247.010, and the official appointed to such office to be in charge of procurement, who is authorized to enter into contracts and is responsible for oversight of all associated procurement programs.

**PURCHASING AUDIT:** A comprehensive, systematic, independent, and periodic examination of an organization's purchasing environment, objectives, strategies, and activities with a view toward identifying strengths and weaknesses, including a plan of action to improve purchasing performance.

**QUOTE:** A price proposal for goods or services. See also REQUEST FOR QUOTATION.

**REGULATION:** A statement by a governmental body to implement, interpret, or prescribe law or policy, or to describe organization, procedure, or practice, often in accordance with an administrative procedures act.

**REMOVAL:** The permanent disbarment of a firm from doing business with the County.

**REQUEST FOR INFORMATION (RFI):** A non-binding method whereby a jurisdiction publishes via newspaper, internet, or direct mail or email its need for input from interested parties for an upcoming solicitation. A procurement practice used to obtain comments, feedback or reactions from potential suppliers (contractors) prior to the issuing of a solicitation. Generally, price or cost is not required. Feedback may include best practices, industry standards, technology issues, etc.

**REQUEST FOR PROPOSAL (RFP):** A competitive procurement process used where non-price factors weigh heavily. Also refers to the complete assembly of related solicitation documents issued by the County to prospective contractors for the purpose of presenting a proposal.

**REQUEST FOR QUOTATION (RFQ):** An informal competitive procurement process used for goods or services where there is a well-defined need and price is the primary decision factor. Also refers to the complete assembly of related solicitation documents issued by the County to prospective contractors for the purpose of presenting a price proposal. Generally used for small orders. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance, and reliability.

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RF-SOQ):** A formalized competitive procurement process used for specialized professional services, such as architectural and engineering, where the proposer's qualifications are the most important decision factor. Price is never part of the SOQ selection process, but rather is negotiated with the highest-ranked firm after evaluations are completed. May also be used to obtain statements of the qualifications of potential development teams or individuals (i.e. consultants) to gauge potential competition in the marketplace, prior to issuing a Request for Proposals

**REQUISITIONER:** The specific individual in a County department who initiates a Requisition/Store Issue. It may also refer to the department represented by the specific individual.

**RESPONSIBLE BIDDER:** A vendor/contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required.

**RESPONSIVE BIDDER:** A vendor/contractor, business entity or individual who met all of the requirements of the solicitation with their bid proposal.

**SERVICE PURCHASE ORDER (SER-PO):** A specialized type of Purchase Order issued for services.

**SCOPE OF SERVICES:** Written contractual language describing the work a contractor shall perform, usually including such things as a narrative, drawings, tables, timelines, goals, and deliverables. Implemented at the time of contract negotiation, it is typically based on the scope of work from the competitive solicitation that led to the resultant contract. See also SCOPE OF WORK.

**SCOPE OF WORK:** A detailed, written description of the conceptual requirements for a project. It is developed at the beginning of the procurement cycle, as a written description of the County's needs and desired outcomes for the procurement, and becomes the basis for any resulting solicitation. The scope of work should establish a clear understanding of what is required by the County, and generally becomes part of the resulting contract. It defines what will be done, how, by whom, and cost, and may include such things as a narrative, drawings, tables, timelines, goals, and deliverables. See also SCOPE OF SERVICES.

**SEALED BID:** See BID, SEALED.

**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.

**SERVICE/SERVICES CONTRACT:** 1. An agreement calling for a contractor's time and effort. 2. The furnishing of labor, time, or effort by a contractor or vendor, which may involve to a lesser degree, the delivery or supply of products.

**SHALL:** Imperative (non-discretionary) form of action.

**SINGLE-SOURCE:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available. See also SOLE SOURCE.

**SOLE-SOURCE:** A situation where only one manufacturer, distributor, supplier, or service provider can provide the required goods and/or services, resulting in the selection of that one particular supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability. Requires a completed Sole Source justification form. See also *SINGLE SOURCE*.

**SOLICITATION:** An invitation for bids, a request for proposals, request for qualifications, telephone calls, or any document used to obtain bids or proposals for the purpose of entering into a contract.

**SOURCING:** The identification and selection of the supplier whose costs, qualities, technologies, timeliness, dependability, and service best meet the organization's needs.

**SPECIFICATION:** A precise description of the physical or functional characteristics of a product, good or construction item; a description of goods and/or services; a description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified product lists and samples.

**STANDARDIZATION:** The adoption of a single product or group of products to be used by different organizations or all parts of one organization.

**STATEMENT OF QUALIFICATIONS (SOQ):** A proposer's response provided to the County's competitive solicitation request. May also be used to collectively refer to the complete assembly of related solicitation documents (whether attached or by reference) issued by the County to prospective contractors for the purpose of presenting a proposal. See also REQUEST FOR STATEMENT OF QUALIFICATIONS (RF-SOQ).

**SUPPLIES** - Those products, often of a minor nature, which are used outright and which are generally consumed through use.

**SURPLUS:** 1. Overstocked quantity of goods that exceeds the County's needs. The overstocked goods may be returned to the vendor, sold at auction or disposed of in a method acceptable to the entity. 2. Goods or materials that are obsolete or no longer needed by the agency and are designated for disposal.

**SUSPENSION:** The temporary removal of a firm's name from Bid Lists and disqualification of that firm from doing business with the County for a specified period of time.

**TERM CONTRACT:** A contract in which a source of supply is established for a specified period of time.

**USER:** The requisitioner or the County department which ultimately utilizes a product or service.

**VALUE ENGINEERING:** A systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lowest cost. Typically required in larger federally-funded construction projects.

**VENDOR:** Any manufacturer, supplier, vendor, contractor, or individual doing business by contract with the County

**WAIVER OF BIDS:** A process, usually statutory, whereby a government purchasing office may procure items without formal bidding procedures because of unique circumstances related to that particular action. For example, bids are waived for emergency purchases due to a threat to the public safety.

**WILL:** Imperative (non-discretionary) form of action.

## **SECTION XVII:**

### **EXHIBITS**

1. Justification for Sole Source/Sole Brand
2. Purchase Order
3. Stanislaus County Inventory Transfer Record
4. New Lease Fact Sheet



# EXHIBIT 1

## 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.

### 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.

# 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 \_\_\_\_\_

Department \_\_\_\_\_

Phone # \_\_\_\_\_

#### DEPARTMENT APPROVAL

\_\_\_\_\_  
*DIRECTOR (or Authorized Representative)*

#### PROCUREMENT APPROVAL

\_\_\_\_\_  
*Purchasing Manager (or Authorized Representative)*

\_\_\_\_\_  
*Purchasing Agent Approval*

EXHIBIT 2:  
SAMPLE PO



Purchase Order XXXXXX

Setup Business Group  
1010 10<sup>th</sup> Street Suite 5400  
Modesto, CA 95354  
United States

Type	Purchase Order
Order	
Revision	
Order Date	
Created By	
Revision Date	
Current Buyer	

Supplier:

Company Name  
Address  
Address  
Address  
Phone Number  
Email Address

Ship To:

Bill To: GENERAL SERVICES AGENCY  
ADMINISTRATION 209.525.7640  
1010 10<sup>TH</sup> STREET SUITE 5400  
MODESTO, CA 95354  
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	XXX	30 NET	PREPAID	DESTINATION		COMMON CARRIER
Confirm To/Telephone			Requestor/Deliver To			
0						

Notes: The Purchase Order incorporates the terms and conditions set forth

Setup Business Group

SAMPLE

Standard Purchase Order XXXXXX

Line	Part Number/Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
------	-------------------------	--------------------	----------	-----	------------------	-----	--------------

Ship To:  
Use the ship-to address at the top of page 1

Deliver To:\_\_\_\_\_

Total \$xx.xx (USD)
---------------------

## EXHIBIT 3



## STANISLAUS COUNTY INVENTORY TRANSFER RECORD

PLEASE TYPE OR PRINT CLEARLY

DATE: \_\_\_\_\_

	RELEASING DEPARTMENT	RECEIVING DEPARTMENT
DEPARTMENT NAME		
FUND/ORG		
CONTACT PERSON		

QUANTITY	DESCRIPTION	ASSET TAG NUMBER	SERIAL NUMBER	OTHER NUMBER (SPECIFY)

## \*\*\*\*\*ELECTRONIC DATA DESTRUCTION\*\*\*\*\*

☐ Yes, I certify that the data destruction has been administered as outlined in the Electronic Data Destruction Policy approved by the BOS on January 26, 2010.

☐ No, this document does not contain any electronic devices as outlined in the above policy.

RELEASING DEPARTMENT		RECEIVING DEPARTMENT	
I certify that I have released the article(s) stated above.		I certify that I have received the article(s) stated above.	
Signature	Date	Signature	Date

APPROVED BY PURCHASING AGENT	
Signature	Date

**Dan Wirtz**

GSA Director/Purchasing Agent

1010 10<sup>th</sup> Street, Suite 5400, Modesto, CA 95354


Phone: (209) 525-6319

Fax: (209) 525-7787

**PROPOSED NEW LEASE****FACT SHEET**

<b>Date:</b>	
<b>Department:</b>	
<b>Dept Contact (incl. #)</b>	
<b>Property Address:</b>	
<b>Landlord (legal name):</b>	
<b>Term:</b>	
<b>Commence:</b>	
<b>Expiration:</b>	
<b>Option(s):</b>	
<b>Sq. Ft.:</b>	
<b>Rent:</b>	
<b>How paid:</b>	_____ In advance _____ In arrears
<b>TI's:</b>	
<b>TI Recovery:</b>	
<b>Utilities:</b>	
<b>Funding Shortfall:</b>	
<b>Additional Info:</b>	

## STANISLAUS COUNTY

<div>General Services Agency</div> 	GSA Purchasing	Page:	Number: 00-2022-00
	Approved Date:  06-14-2022	1 of 105	Subject:  Purchasing Policies
	GSA Purchasing  Revised Date:	Replaces number:  2019-047	Distribution:
Title: <b><u>Purchasing and Salvage Policy</u></b>			
Created by: Brad Diemer, Purchasing Manager Approved: Dan Wirtz, GSA Director, County Purchasing Agent			

## STANISLAUS COUNTY GENERAL SERVICES AGENCY PURCHASING AND CENTRAL SERVICES DIVISION

## PURCHASING AND SALVAGE POLICY

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**STANISLAUS COUNTY**  
**GENERAL SERVICES AGENCY - PURCHASING DIVISION**

**SECTION I:**  
**INTRODUCTION**

**1.1 Purchasing**

Procurement involves the process of selecting and vetting vendors, establishing payment terms, strategically negotiating contracts, and the actual purchasing of goods. Procurement is concerned with acquiring (procuring) all goods, services, and work vital to an organization.

This manual establishes a Board of Supervisors policy that requires competitive procurement processes, defines the various methods thereof, and sets forth exemptions and exceptions thereto for certain goods and services. This policy also establishes criteria where the exemptions and exceptions may be used, and the process for using such exemptions and exceptions. This policy implements the provisions of the applicable State of California and County of Stanislaus laws and regulations governing the County's purchase of goods and services.

**1.1.1 Purpose**

The purpose of establishing policies and procedures to govern County purchases is to:

- 1.1.1.1** Foster maximum open and free competition for County purchases and contracts;
- 1.1.1.2** Promote economy and efficiency in County procurements;
- 1.1.1.3** Ensure adherence to proper standards of conduct by County officers and employees;
- 1.1.1.4** Ensure compliance with applicable local, state, and federal laws and regulations;
- 1.1.1.5** Establish and maintain professional, business-like, ethical relationships with contractors;
- 1.1.1.6** Treat prospective contractors, consultants, and vendors in an equal and equitable manner; and

- 1.1.1.7** Provide opportunities for remedy and resolution of contract claims or disputes.

**1.1.2** Policy of the Board of Supervisors:

- 1.2.1.1** The County shall competitively procure goods and/or services unless otherwise allowed for under this Policy or required by State or federal law.
- 1.2.1.2** The Board of Supervisors, the Chief Executive Officer, or the County Purchasing Agent, as appropriate, shall determine that the price or cost to the County of any contract for goods or services is fair and reasonable prior to awarding the contract.
- 1.2.1.3** The competitive procurement requirements of this policy may be satisfied by: (a) Formal Bidding, (b) Competitive Negotiated Procurement, (c) Reverse Auction, or (d) through a contract competitively awarded by another governmental agency or cooperative that includes other governmental agencies.
- 1.2.1.4** Exemptions and Single Source exceptions to the competitive procurement requirements are set forth in this policy. Applicable Single Source exceptions allowed or required by federal, State, or County laws, regulations, ordinances, or policies may also be used where it is determined that doing so would be in the County's best interests.

**1.1.3** Responsibilities of Purchasing:

- 1.1.3.1** Purchasing coordinates, monitors, and records all phases of County procurements of supplies, equipment, materials, services, and assigned Public Works of Improvement projects, excluding purchasing card procurements.
- 1.1.3.2** Purchasing is responsible for the sale of County surplus personal property, and the leasing of real and personal property.
- 1.1.3.3** In performing its responsibilities, Purchasing is guided by broad policy objectives:
- Conserve public funds through identifying the best value for cost of supplies, equipment, materials, services and construction projects, and reduce the overhead cost of contracting, buying, leasing, renting, and selling.
  - Analyze alternative approaches for each procurement, such as direct purchasing, time sharing, leasing, and inter-governmental/inter-agency agreements (cooperative purchasing).

- Plan each procurement action to consolidate similar products and separate dissimilar ones.
- Eliminate of purchases of unnecessary or duplicate items and services.
- Encourage price and quality competition among suppliers, vendors, contractors, and consultants.
- Efficiently maintain accurate transaction documentation.
- Utilize technical expertise where needed for procurement and contract processes.
- Maintain compliance with local, state, and federal law, and act in a manner consistent with applicable standards of conduct and ethics.
- Require acceptable documentation of product quality and that products have been represented accurately.
- Follow the policies and processes established in this Policy Manual.

## **1.2 Salvage**

Salvage activities involve the process of receiving surplus personal property from County departments and processing these items in the most efficient manner possible for internal redistribution, sale, donation, or disposal by other means when appropriate.

### **1.2.1 Purpose**

The purpose of establishing policies and procedures to govern County surplus and salvage activities is to:

- 1.2.1.1** Promote Stanislaus County's system for management of surplus items that are no longer of use to the County;
- 1.2.1.2** Provide a means to transfer County-owned items between County departments;
- 1.2.1.3** Ensure all County departments have equal opportunity to obtain surplus items prior to final disposal;
- 1.2.1.4** Allow for transfer of surplus items to local non-profit organizations;
- 1.2.1.5** Minimize disposal costs for items that have little or no re-market value;
- 1.2.1.6** Reduce space used to store surplus items, and

**1.2.1.7** Promote recycling, reuse, and repurposing of items.

**1.2.2** Policy of the Board of Supervisors:

The GSA Purchasing and Central Services Division is responsible for the sale of County surplus personal property turned in for salvage, and follows these general policies:

**1.2.2.1** The sale or disposal of all surplus/obsolete items, regardless of value, is arranged by the General Services Agency (GSA) – Purchasing and Central Services Division, in conjunction with the GSA Facilities Maintenance and Fleet Services Divisions.

**1.2.2.2** Except as otherwise stated in this policy, or as delegated by the Board of Supervisors, the disposal of County personal property (i.e., equipment, furniture, etc.) is the responsibility of the GSA Purchasing and Central Services Division.

**1.2.2.3** The department of record may declare an item to be "surplus" if the item:

- Has reached the end of its useful life cycle.
- Is beyond economical repair or is too expensive to operate.
- Involves outdated technology.
- Is inappropriate for current operations.

**1.2.2.4** Excluding items having an asset tag or appearing on the County inventory sheet, item which are broken, have reached the end of their useful life cycle, are beyond economical repair, or involve outdated technology should not be sent to the warehouse. These items should be put into a dumpster or disposed of in a manner compliant with environmental regulations and fiscal responsibilities. Examples of such items include fans, broken calculators, and phone cords. When infeasible for the department to dispose of an item, the department of record should contact the Central Services warehouse for assistance.

**1.2.2.5** All items which are asset tagged or appear on the County inventory sheet should be sent to the Central Services warehouse for disposal, along with the Stanislaus County Inventory Transfer form (Exhibit 3). An electronic version of this form may be accessed online at the GSA intranet page.

**1.2.2.6** Items identified for disposal must be disposed of and may not be retained by any County employee or transferred to a member of the public. Only items which are first transferred to Central Services warehouse may be donated to a local non-profit or sold at auction.

**1.2.2.7** The County inventory report is the source for determining the department of record for all inventoried assets. All assets which are on the County inventory must comply with the Auditor/Controller Capital Assets Inventory

Policy, regardless of value. For accounting and control purposes Stanislaus County records any piece of equipment or furniture with a value exceeding \$1,000 or considered to be pilferable property as a capital asset. The movement or disposal of any such item must be communicated to Auditor/Controller in accordance with the Capital Assets Inventory Policy. Refer to Section XIV of his manual for further instruction.

## SECTION II:

### ORDINANCE CODE OF STANISLAUS COUNTY

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

#### **2.1. Office Established (§2.247.010)**

Pursuant to the provisions of Sections 25500, et seq., of the government Code of the State of California, the office of Purchasing Agent is established.

The Board of Supervisors may employ a Purchasing Agent and such assistants as are necessary. (State of California Government Code § 25500)

#### **2.2. 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 or she 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 or she 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. (§2.24.020)

#### **2.3. Purchasing Duties (§2.24.030)**

Subject to the general direction of the Chief Administrative Officer, the Purchasing Agent shall:

- 2.3.1** 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;
- 2.3.2** 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;
- 2.3.3** Negotiate and execute in the name of the County all equipment service contracts and lease purchase agreements of personal property;
- 2.3.4** Negotiate and execute in the name of the County as lessee all rentals of real property which the county may require;

- 2.3.5** Sell any personal property belonging to the County as provided in Code §2.24.065;
- 2.3.6** 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;
- 2.3.7** 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;
- 2.3.8** When specifically authorized by law, purchase for the Superintendent of Schools or other public officer or agency personal property;
- 2.3.9** 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;
- 2.3.10** Perform such other services as the Board of Supervisors may from time to time by resolution require (Ord. CS 475 §1, 2, 1992; Ord. NS 1092 §1, 1982; prior code §2-92).

**2.4. Emergency Purchases** (§2.24.040)

Emergency purchases may be made by any person or official authorized to sign requisitions when the Purchasing Agent or any of his or her 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.

**2.5. Requisition Procedure** (§2.24.050)

Except as to purchases from the revolving 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 or her 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 or her deputies, assistants or employees within the department by filing a written authorization therefor with the Purchasing Agent and the Auditor.

## **2.6. Bidding Not Required (§2.24.060)**

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 or she is authorized to do in this chapter; provided, however, that in the event he or she purchases any individual item (as distinct from the total contract) costing more than fifteen-thousand dollars (\$15,000.00) without securing competitive bids or quotations thereon, he or she shall report such action to the Board of Supervisors with his or her reasons therefore; and provided further, that if he or she 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 fifteen-thousand dollars (\$15,000.00), he or she shall likewise report such fact to the Board of Supervisors.

## **2.7. Sale of Personal Property (§2.24.065)**

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 from 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. (Ord.CS 475 §3, 1992. State of California Government Code § 25504, 25504.5, 25505.)

## **2.8. Surplus Property Sale - Notice (§2.24.070)**

Notices of sales of surplus personal property shall be posted for not less than five business days preceding the day of sale in the county offices building and in the office of the Purchasing Agent, and in such other public place within the county as the Purchasing Agent may be deem advisable. (State of California Government Code § 25506.)



## **2.9. Surplus Property Sale – Advertising (§2.24.080)**

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 or her 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. (State of California Government Code § 25507.)

## **2.10. Surplus Property - Transfer to Another Department (§2.24.090)**

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 property drawn request for transfer or requisition, transfer the article to such department. (Ord. CS 502 §2, 1992).

## **2.11. Stores Account (§2.24.100)**

A fund, designated as the Purchasing Agent's stores account, in the amount of five-hundred-thousand dollars (\$500,000) is created and established. The Purchasing Agent may purchase supplies, materials and equipment in quantity, to be issued to the various offices and departments of the county as needed, and to make payments therefore out of the Purchasing Agent's stores account. As such supplies, materials and equipment are issued to a county office or department, the Purchasing Agent's stores account shall be reimbursed from the budgeted funds of the requisitioning department. The Auditor shall certify the availability of funds in the appropriate budget account of the office or department issuing the requisition before any issuance of supplies, materials or equipment is made. (Ord. CS 7 §1, 1983; Ord. 928 §1, 1980; prior code §2-99).

## **2.12. Standards Committee (§2.24.110)**

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 such Committees shall be the Purchasing Agent who shall be chairperson, the Chief Executive 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 or her.

## **2.13. Preference for Domestic Manufacture (§2.24.120)**

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.

**2.14. Local Vendor Preference (§2.24.125)**

**2.14.1** Whenever the Purchasing Agent purchases services, supplies, materials, and/or equipment for the County through the use of competitive process, including quotes, bids, and proposals, a five percent (5%) preference shall be granted to local vendors for evaluation purposes.

**2.14.2** The Local Vendor Preference does not apply to bids conducted jointly with other public agencies, nor when prohibited by state or federal statutes or regulations that require award to the lowest responsible bidder (such as in Public Works of Improvement projects), or otherwise exempted from local preferences.

**2.14.3** For the purposes of this section, “Local Vendor” means any business that meets all of the following criteria:

- The vendor has a fixed office or distribution point located within the County of Stanislaus for at least one (1) year prior to the transaction for which preference is claimed by the vendor. Post office boxes do not qualify as a verifiable business address.
- The vendor has a current business license issued by the County or by a city within Stanislaus County.
- The vendor employs at least one (1) full-time employee whose primary residence is located in Stanislaus County, or if the business has no employees, at least fifty percent (50%) of the business shall be owned by one or more persons whose primary residence is in Stanislaus County.

**2.14.4** The Purchasing Agent will apply the following procedures and guidelines when implementing the Local Vendor Preference program.

- To qualify for the Local Vendor Preference, local vendors may pre-register with the Stanislaus County General Services Agency, Purchasing Division, or must submit with each bid for which a preference is claimed documentary proof that the vendor meets the criteria established in subsection C of this section. The Purchasing Agent shall not be required to verify the accuracy of any such certification and shall have sole discretion to determine if a vendor meets the definition of a local vendor or local business.

- When bid submissions are evaluated, a five percent (5%) local preference shall be deducted from the total dollar amount bid by local vendors on competitive quotes and bids, and from the total evaluated aggregate score obtained by local vendors on proposals. The total amount of local preference granted in a single bid shall not exceed five-thousand dollars (\$5,000) over a non-local vendor. The award shall be made at the full price of the quote, bid or proposal.
- In the case of an absolute tie, an award will be made to the local vendor. In the case of a tie between local vendors, the award will be determined by lot. (Ord. CS 1021 §1, 2007).

#### **2.15. Credit Cards (§2.24.130)**

Credit cards may be used to procure goods and services for official county business. The County's Purchasing Card Policy and Travel Policy govern such credit card usage. The County Purchasing Card Policy is administered by the Auditor-Controller and requires employees to check with Purchasing for existing contracts before making purchases.

#### **2.16. Elections Official Exemption (Elections Code §14100)**

The County Elections Official, in providing materials required by this division, shall not be required to utilize the services of the County Purchasing Agent.

## **SECTION III:**

### **ETHICS**

#### **3.1 Employee Purchases**

The County Purchasing Agent and County staff are prohibited from making purchases not related to County business or of a personal nature for any person, employee, or otherwise. Avoid personal purchases from County vendors that could affect the County's business relationship with that vendor.

#### **3.2 Stanislaus County Code of Ethics**

Purchasing activities shall be conducted in accordance with the Stanislaus County Code of Ethics, as adopted by the Board.

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

- 3.2.1** Never provide special privileges or accept benefits under circumstances which may influence the performance of one's governmental duties.
- 3.2.2** Never make promises of any kind which conflict with one's public duty and responsibilities.
- 3.2.3** Never engage in business activity inconsistent with the performance of one's duties.
- 3.2.4** Never use confidential information received in the performance of one's governmental duties for private profit or personal benefit.
- 3.2.5** Never engage in outside activities that are incompatible with the objective performance of duties or delivery of governmental service.
- 3.2.6** Treat all individuals encountered in the performance of one's duties in a respectful, courteous, and professional manner.
- 3.2.7** Promote only decisions that benefit the public interest.
- 3.2.8** Conduct and perform job duties diligently and promptly.
- 3.2.9** Faithfully comply with all laws and regulations applicable to the County and impartially apply them to everyone.
- 3.2.10** Promote the public interest through a responsive application of public duties.

**3.2.11** Demonstrate the highest standards of personal integrity, truthfulness, and honesty in all public activities.

**3.2.12** Uphold these principles being ever conscious that public office is a public trust.

### **3.3 STANISLAUS COUNTY GIFT POLICY**

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 performing an official act. California Government Code § 87300 and the County Personnel Policies Manual and the Gift Policy established through the Stanislaus Board of Supervisors Resolution # 91-1449 set forth the provisions by which every County department establishes a conflict of interest code.

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

**3.3.1** Avoid any act of impropriety, or the appearance of impropriety.

**3.3.2** Not discriminate in the provision of services to the public, including the solicitation or acceptance of gifts in connection with services rendered in the performance of duties.

**3.3.3** Not accept an economic advantage or discount not available to all County employees.

**3.3.4** Report receipt of any gifts to the immediate supervisor. 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. However, if the same gift 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, 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.

**3.3.5** Annually report gifts valued cumulatively at \$50 or more in accordance with the Fair Political Practices Commission's rules and regulations, and as set forth in the County's conflict of interest code.

## **SECTION IV:**

### **COMPETITIVE PROCESSES OVERVIEW**

This section is an introduction of competitive procurement processes. Specific processes are detailed in subsequent sections of this Policy Manual. Unless otherwise excepted in Section X of this Policy Manual, purchases of equipment, materials, supplies, and services shall be awarded through a competitive procurement process.

#### **4.1. Goals and Objectives of the Competitive Procurement Process**

The primary objectives of the competitive procurement process are to foster open and free competition for County purchases and contracts while promoting the greatest economy and efficiency in County procurements. Adherence to proper standards of conduct by County officers and employees, and maintenance of procurement policies and procedures, ensure compliance with local, state, and federal laws and regulations, while establishing and maintaining professional and ethical relationships with contractors.

To achieve this objective, Purchasing has established methods to:

- 4.1.1.** Procure goods and services to fulfill County departmental needs in a timely manner.
- 4.1.2.** Evaluate new products, and develop standardized specifications where practical.
- 4.1.3.** Achieve the best value for the County.
- 4.1.4.** Seek new and/or local sources of supply in order to broaden the competitive bidding base and encompass new products and technology.
- 4.1.5.** Encourage local and Disadvantaged Business Enterprises (DBEs) to participate in all aspects of purchasing and contracting whenever possible.
- 4.1.6.** Develop sound County-vendor relationships.
- 4.1.7.** Increase awareness of, and participation in, the County's purchasing activities by all businesses.

#### **4.2. Roles and Responsibilities, General Services Agency - Purchasing**

Purchasing is responsible for:

- 4.2.1** Carrying out all purchasing activities in accordance with the policies and regulations set forth in the statutes of the State of California, the Stanislaus

County Ordinance Code, and in this Policy Manual.

- 4.2.2** Responding to purchase requisitions approved by authorized County employees and taking appropriate procurement actions as required. By approval of a requisition, the requestor certifies that funds have been approved and are available for the requested purchase.
- 4.2.3** Directing and coordinating vendor contact, and assisting departments directly engaged in the procurement process. Purchasing shall also assist departments in obtaining market information, such as new developments or vendor capability, and in other matters concerning purchase transactions.
- 4.2.4** Analyzing all purchase requests so that those requests which appear to be excessive, unnecessary, uneconomical, or otherwise inappropriate may be returned to the requesting department for additional justification.
- 4.2.5** Unless otherwise provided herein, the County shall not be bound by any purchase made by any consultant, contractor, or County employee, other than the Purchasing Agent or designated Purchasing staff, or in unusual cases, by Department Heads with special authority granted by the Board of Supervisors for specific contracts.

#### **4.3. Overview of Thresholds and Procurement Types**

The competitive procurement process covers a wide variety of purchasing types. Depending upon the type of goods or services requested, the urgency of the need, and the cost involved, one of several courses of action will be taken:

- 4.3.1** Fixed Assets: Fixed assets are defined by accounting standards, and in Stanislaus County, that definition is set by the Auditor-Controller in the Capital Asset Inventory Guidelines. Fixed assets must be competitively procured, unless specially approved by the Purchasing Agent and the Chief Executive Officer (C.E.O.).
- 4.3.2** "Micro" Purchases: When the price of an individual item (as distinct from the total contract) is below \$15,000, multiple price quotes are not required (County Code §2.24.060, Ord. §CS-502, 1992).

Note: All Public Works of Improvement (construction, maintenance, landscaping, etc.) above \$1,000 are subject to state-mandated prevailing wage and reporting requirements, regardless of the procurement method used (Labor Code §1720).

- 4.3.3** "Small" Purchases (\$15,000-\$60,000): For individual items above \$15,000 but below \$60,000, written price quotes shall be obtained from a minimum of three suppliers. While quotes must be requested, if a supplier chooses to not provide a quote then the requestor shall record a response of "No Quote" (County Code §2.24.060, Ord. §CS-502, 1992).

The resulting order, if any, shall be placed with the supplier providing the lowest-priced, responsive and responsible offer, which is defined as the bidder submitting the lowest-priced bid that materially conforms to all requirements of the invitation for bids, and has demonstrated ability to perform the work. Departments are encouraged to send a written Request for Quotation (RFQ) to prospective suppliers. More complex purchases within the \$15,000 - \$60,000 range may be better handled through the written Invitation for Bid (BID), Request For Proposal (RFP), or Request For Statement of Qualifications (SOQ) processes. (County Code §2.24.060)

Note: Public Works of Improvement (construction and maintenance) projects above \$15,000 should always be solicited by written means to ensure the County's compliance with state Department of Industrial Relations regulations, and to advise contractors of mandatory bonding requirements for projects above \$25,000 (Civil Code §3247; Labor Code §1720; PCC §20129, PCC §20132.5, PCC§ 2139(b), and PCC §20405).

- 4.3.4** Goods and Public Works of Improvement Purchases (\$60,000.01 and up): Individual items and construction and maintenance projects valued above \$60,000 are procured through the written Invitation for Bids (BID) process. (State of California PCC §22032(a) and (b), County Code §2.24.060). Goods may also be procured using the Request for Proposals (RFP) process in cases where qualitative factors are more important than pricing. *These processes are further described in Sections VI and VII of this manual.*
- 4.3.5** Services above \$100,000: Unless otherwise exempted in Section X of this manual, services at this value shall be procured through formal competitive processes such as the written Request For Proposals (RFP), or Request For Statement of Qualifications (SOQ) processes, whichever is most appropriate. *These processes are further described in Sections VII and VIII of this manual.*
- 4.3.6** Contracts above \$200,000: Contracts above \$200,000 require approval by the Board of Supervisors, regardless of the procurement method. Such approval may be obtained either through an agenda item, or through a department's budget appropriations approval. Though the Purchasing Agent is usually identified as the position granted signing authority by the Board, Department Heads may request the authority to sign a specific agreement (County Resolution No. 2019-0129; California Government Code §25502.5).
- 4.3.7** Public Works of Improvement "Formal" Bids: Public works of improvement (construction and maintenance) services above \$200,000 require additional state-mandated sealed-bidding actions, referred to as "formal bidding procedure" in the Public Contract Code (State of California PCC §22032(c)). *Refer to Section VI of this manual.*



- 4.3.8** Temporary Labor: Temporary labor is subject to special restrictions. *Refer to Section XIV of this manual.*
- 4.3.9** Exceptions to Competitive Process Requirements: Purchases may be exempted from competitive procurement processes for bona-fide emergencies, where a sole-source situation has been documented and approved by the Purchasing Agent, for negotiated services, or in other situations where competitive processes are neither required by law nor in the County's best interests. *Refer to Section X of this Policy Manual.*
- 4.3.10** More Stringent Rules May Apply: In cases where non-County funding is involved, the funding source may impose additional or more restrictive procurement rules. In such cases, the more stringent of either the County's or the funding source's rules shall apply. Examples include lower dollar thresholds requiring bids, prohibition of geographical preferences by federally-funded programs, and FEMA emergency procurement rules that must be followed to be eligible for reimbursement.

## **SECTION V:**

### **REQUEST FOR QUOTES (RFQ)**

Except as otherwise noted in Section X of this policy, “Small Purchases” of individual items and Public Works of Improvement (construction and maintenance) projects above \$15,000 (County Code §2.24.060, as amended through County Ordinance §C.S.-502) but below \$60,000, shall be awarded through a competitive procurement process. Small Purchases may generally be made by using the Request for Quotes (RFQ) process, which generally consists of soliciting price quotations from a minimum of three (3) known qualified suppliers. However, in all cases the County shall not arbitrarily split contracts or procurements to avoid more formal bidding procedures (PCC §20123.5).

The RFQ method does not require formal advertising, but varies according to type of goods or services being procured. The process can be as simple as contacting vendors and documenting their pricing, choosing the lowest-cost option from the responsible and responsive bidders. This simplified approach works well for standardized products.

A more formal RFQ process involves written specifications and solicitations. This approach is better suited for more specialized work, and for Public Works of Improvement where the County is obligated to notify bidders of specific regulatory requirements.

#### **5.1. General**

- 5.1.1** Departmental purchase requests should describe the requested goods or services sufficiently to facilitate the competitive procurement process. The clearer such specifications are, the easier it is to obtain pricing proposals. Specifications and standards from previous successful procurements should be reused and updated whenever repeat purchases are made.
- 5.1.2** The preferred method is to issue a written RFQ solicitation that describes the desired goods or services and sets forth the terms of the procurement to potential suppliers. Purchasing maintains such forms for departmental use.
- 5.1.3** Quotes shall be submitted in writing to Purchasing before requisitioning a Purchase Order, except for telephone bids obtained during emergencies. Quote proposals may be submitted electronically, at the discretion of Purchasing.
- 5.1.4** Quote proposals are not required to be publicly opened and read aloud, but are subject to audit review and public information requests.
- 5.1.5** Public works of improvement (construction and maintenance) projects are subject to additional rules, such as prevailing wage requirements for projects above \$1,000, reporting of maintenance work above \$15,000, reporting of new construction projects above \$25,000, and the requirement for bid bonds,

performance bonds, and payment bonds at or above \$25,000 (State of California Civil Code §3247, PCC § 20129, PCC § 20132.5, PCC § 2139(b), PCC § 20405, and SB-854).

## **5.2. Award**

- 5.2.1** Award will be made to supplier providing the best value to the County, which is generally the lowest-priced proposer.
- 5.2.2** When the price and quality of offered products are equal, preference shall be given to vendors located inside Stanislaus County, unless otherwise prohibited, such as in federally-funded procurements.
- 5.2.3** Whenever two (2) or more quotes are received with price and other factors being equal, and the public interest does not permit the re-advertising for quotes, award will be made upon factors including whether the firms are located within the County, and if so, if the firm is a disadvantaged business enterprise, and upon past service of the equal bidders. If such evaluations are equal or unavailable, award will be made by Purchasing by the drawing of lots in public (*Refer to Section VI of this Manual*).
- 5.2.4** Formal announcement of award is not required, but non-winning proposers should be notified out of professional courtesy.
- 5.2.5** Award may be executed by Purchase Order, Service Purchase Order, or by written Agreement, as appropriate. *Refer to Section XI for guidance on selecting agreement types.*

## **SECTION VI:**

### **INVITATION FOR SEALED BIDS**

Except as otherwise permitted in Section X of this policy, purchases of equipment, materials, supplies, and services shall be awarded through a competitive procurement process. The Invitation for Sealed Bids (BID) process is appropriate for procuring services and goods where the scope of work is well-defined and the selection is price-driven, though it is primarily used for public works of improvement (construction and maintenance work). The process requires additional lead time when bonds are required, or when delivery or performance will occur over a period of time, or for costly or complex procurements.

#### **6.1. General**

- 6.1.1** The County Purchasing Agent, or designee, is authorized to solicit bids and award contracts for public projects above \$60,000 (PCC §22032(a) and below \$200,000 (County Code §4.28.020, Ord. CS-407 §2, 1990, County Res. 2019-0129; PCC §22032(b), Government Code §25502.5).
- 6.1.2** Contracts above \$200,000 shall be approved by the Board of Supervisors (County Resolution No. 2019-0129; Government Code §25502.5).
- 6.1.3** Public projects above \$200,000 require competitive formal sealed bidding, with additional advertising requirements (PCC §20150.12 and §22032).
- 6.1.4** For purchases of products that require installation, refer to the “50/50/10” rule of thumb” for determining whether separate bidding of the installation labor is required:
  - Installation costs exceeding 50% of the product value shall be bid out separately.
  - Installation costs of 10%-50% of the product value *may* need to be bid out separately. Refer to County Counsel for assistance in making a determination.
  - Installation costs below 10% of the product value are considered incidental to the product purchase, and do not need to bid out separately

#### **6.2. Process Summary**

Invitations for Bid shall include detailed specifications, general provisions, special provisions, and in some instances bond forms, legal statements, affidavits, or other documents. The bidder submits the required information in a sealed bid 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.

Purchasing may execute a contract or purchase order with the lowest-priced responsive and responsible bidder, which is defined as the bidder submitting the lowest-priced bid that materially conforms to all requirements of the invitation for bids, and has demonstrated ability to perform the work.

Conversely, award of revenue-generating contracts shall be made to the highest-priced responsive and responsible bidder.

### **6.3. Initiation**

**6.3.1** The department requesting the procurement action shall provide the following to Purchasing:

- Documentation, technical specifications, and scope of work which adequately describe the good or services required.
- A list of at least three potential bidders in order to provide sufficient force of competition and allow selection to be made principally on the basis of price. Full opportunity to bid shall be granted to all qualified bidders.
- A proposed bidding schedule (including advertising and contract commencement dates).
- Estimated cost of the contract. If the requesting department doesn't have sufficient budgeted funds to cover the resultant contract, the department must obtain approval from the Board of Supervisors, and provide documentation to Purchasing identifying the County's Board Resolution authorizing the solicitation for bids.
- A suggested project coordinator, when appropriate, whose duties will include acting as a liaison between the requesting department and Purchasing.
- Approval by the head of the requesting department.

**6.3.2** Purchasing will review the requesting department's documentation and confirm that the procurement is appropriate for the sealed bidding process.

### **6.4. Bid Documents**

Purchasing shall prepare bid documents with input from the requesting department, which at a minimum, shall contain the following items:

#### **6.4.1 Notice Inviting Bids**

The Purchasing Agent or authorized designee shall publicly advertise the Invitation to Bid ("Notice") to notify potential bidders of the title and nature of the contract, and of the date, time, and place of the bid opening. The

Notice shall also inform bidders of applicable Disadvantaged Business Enterprise (DBE) requirements, and other applicable requirements under federal or state laws.

The Notice shall indicate whether bonding (i.e., bidder's security) is required. The Notice shall incorporate by reference all other bid documents (i.e., General Conditions and Instructions to Bidder, Special Provisions, Technical Specifications, and others), and shall designate the method for obtaining copies of such documents.

#### **6.4.2 General Conditions and Instructions to Bidder**

The General Conditions and Instructions to Bidder ("General Conditions") sets forth standard terms and conditions which govern the contractual relationship between the successful bidder and the County. County Counsel shall prepare and maintain the General Conditions, necessary for inclusion with all competitive sealed bid procurements. The General Conditions may be updated or revised from time to time.

#### **6.4.3 Special Provisions**

Special Provisions prescribe terms and conditions specifically tailored to the particular contract being sought.

#### **6.4.4 Liquidated Damages Clause**

Purchasing may include 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.

Liquidated damages should be included in contracts when it would be inconvenient, difficult, or 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 contract performance. Purchasing staff shall evaluate these factors, and set a sum as liquidated damages.

#### **6.4.5 Pre-Bid Conference**

If a Pre-Bid Conference is scheduled, the Notice shall advise of the date, time, and location of the conference. An attendance sign-in sheet will be used as a permanent record of the Pre-Bid Conference and shall contain the names, contact information, and business affiliations of all bidders and other interested

persons in attendance.

#### **6.4.6 Qualifications of Bidders**

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 shall identify such criteria in the Special Provisions. Contracts for services and public works of improvement (construction and maintenance) shall contain such clauses. In addition, contracts for the provision of supplies, equipment, and materials, where a specially manufactured product or technical guidance and advice are called for, shall also contain a provision regarding qualifications of bidders.

Such provision shall clearly state that the County may reject any bid that does not meet the requirements stated in the qualifications 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 under the contract. Additionally, bidders must attest that they have previously and satisfactorily performed work comparable to that specified in the contract. Finally, bidders may be required to furnish adequate references. Purchasing may, prepare and include with the bid documents a form to be completed by bidders that covers the qualification requirements.

#### **6.4.7 Technical Specifications**

Technical Specifications shall include detailed descriptions of both 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 and services must conform in order to satisfy the County's needs. The use of blueprints, diagrams, charts, and maps is encouraged to clarify the specifications requirements.

Technical Specifications shall not be drafted to unduly restrict competition. Brand names may be used in Technical Specifications only when it is impractical or uneconomical to specify clear and adequate descriptions of the technical requirements for a particular type of needed product. In all cases where brand names are used, bidders shall be afforded the opportunity to propose to the County a substitute alternate product of equal quality or value. The County's decision to approve or disapprove such alternate product shall be final and binding on the bidder.

Note that additional restrictions on using brand-name specifications may apply to federally-funded procurements. *Refer to Section XIV for additional details.*

#### **6.4.8 Pricing Schedule**

The bidder's completion of the Pricing Schedule (also known as a "Form of Bid") shall constitute the bidder's acceptance of all the terms and conditions contained in the bid documents, and shall also indicate the bidder's prices. Purchasing shall develop the Pricing Schedule in coordination with the requesting department. 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 structured to allow the County to make an objective comparison of all bids. Whenever possible, this will be accomplished by requesting a Total Bid Price.

#### **6.4.9 Insurance Requirements**

RFP documents shall include a form outlining the County's minimum insurance requirements for the resultant contract, if any. Consult with Risk Management for assistance in identifying the appropriate insurance requirements.

#### **6.4.10 Bonding Requirements**

Bid documents shall include a form for the bidder's bond when a security requirement is imposed. When so required, the bid document shall also include sample performance and payment bond forms.

Public works of improvement (construction and maintenance) projects of \$25,000 and above require bonding as follows:

- Bid Bonds - Bidder's securities protect the County's interests in the event that a bidder refuses to honor its bid or fails to enter into a contract awarded by the County. Generally, 10% of total bid, though the County may adjust this amount. May be a surety bond, cash, or certified or cashier's check. (PCC § 20129, § 20132.5, and § 20405)
- Performance Bonds – Performance sureties secure fulfillment of a contractor's obligations. 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. The instrument must be a surety bond for 100% of total contract price - no alternate payment methods are permitted. (PCC § 20129 and 20139-b)
- Payment Bonds – The payment bond assures the contractor's full discharge of its obligations to its subcontractors, suppliers, and other labor used on the project. In all Public Works of Improvement (construction and maintenance) contracts, and contracts for the procurement of services or products which involve subcontracting, a payment bond may be required.



The instrument must be a surety bond for 100% of total contract price - no alternate payment methods are permitted. (Civil Code § 3247 and § 3248)

The County has some discretion with regards to acceptable bid bond alternatives, but not for performance and payment bonds. If a bidder is unable to secure both performance and payment bonds in cases where they are mandatory, then the County must move on to the next-lowest-priced responsible and responsive bidder.

## **6.5. Advertisement for Bids**

- 6.5.1** Purchasing will publish the Notice electronically, and when required by law, physically posted and published 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. (PCC § 22032(b), PCC § 22034, PCC § 22037)

Public works of improvement projects above \$200,000 shall be physically posted and advertised in multiple trade journals (PCC § 22034) (PCC § 22032(c), PCC § 22036, PCC § 22037)

- 6.5.2** A minimum of 30 days should be allowed between the time BIDs are solicited and when they close. The time limit may be increased or decreased under unusual circumstances.
- 6.5.3** 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 so authorized by Purchasing.
- 6.5.4** It is Purchasing's policy to not disclose a Bid List prior to 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's policy of Bid List nondisclosure shall be those specific trade journals with the intent to put subcontractors in touch with general contractors.
- 6.5.5** To the fullest extent possible, the bid solicitation shall encourage participation of Disadvantaged Business Enterprises (DBE).

## **6.6. Bid Addenda**

- 6.6.1** All bidder questions should be referred to Purchasing as specified within the

BID/RFP solicitation documents. If an answer would likely affect the bid of other bidders, then all bidders shall be so advised, to prevent any one bidder from obtaining an unfair advantage.

- 6.6.2** Once the Notice has been published, any necessary changes, modifications, or adjustments to specifications, requirements, or bid quantities, corrections, deadline extensions, or otherwise revise the bid documents shall be accomplished through the issuance of written Addenda, authorized and published by Purchasing. No private modifications shall be made.
- 6.6.3** All technical Addenda shall be drafted by the requesting department and approved by Purchasing before publishing. Addenda shall identify the bid number and title, date of issuance, Addendum number, and specific reference to the provisions in the bid documents being amended and the substance of such amendment.
- 6.6.4** Purchasing shall publicly issue Addenda so that it is available to all firms or persons who have received a copy of the bid documents, except for bids that require mandatory attendance of Pre-Bid/Site Inspection Conference(s), in which case only those vendors in attendance may be forwarded Addenda.

#### **6.7. Bid Opening**

- 6.7.1** Bids shall be submitted in writing to Purchasing before the specified time and date, except for telephone bids obtained during emergencies. Bids/proposals may be submitted electronically, at the discretion of Purchasing.
- 6.7.2** Purchasing shall date and time stamp sealed bids as they are received. Sealed bids shall remain unopened and stored securely until the public opening date and time specified in the Invitation for Bid or subsequent addenda.
- 6.7.3** Any bids received after the specified date and time of bid opening will not be accepted by Purchasing, but will instead be date and time stamped, and returned unopened.
- 6.7.4** Bids shall be opened publicly by the Purchasing Agent or designee. A bid opening attendance record shall be prepared at the time of the opening, containing the names, contact information, and business affiliations of all bidders and other interested non-County persons in attendance.
- 6.7.5** Bid pricing shall be read aloud by the person opening the bids. Upon request, other non-confidential information contained in the bid forms shall also be read aloud or otherwise made available for inspection. Members of the public shall be permitted to witness the bid opening.
- 6.7.6** From and following the specified date and hours of the bid opening, no bidder shall be permitted to change their bid. If the opening of the bids is delayed

beyond the time specified in the Notice, all bidders shall be so notified.

- 6.7.7** Original bid documents shall be retained on file in Purchasing, until no longer required by the County's Disposition Policy, or other applicable law.

## **6.8. Evaluation of Bids**

### **6.8.1 Criteria**

Contract award, if any, shall be made to the lowest-priced responsive and responsible bidder which is defined as the bidder submitting the lowest-priced bid that materially conforms to all requirements of the invitation for bids, and has demonstrated ability to perform the work. The criteria in evaluating 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 shall be principally responsible for the evaluation of bids. In addition, the requesting department shall review the bids for compliance with the Technical Specifications.

### **6.8.2 Price/Cost Analysis**

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.

Purchasing shall examine the bids to determine which bid is the lowest in price, or highest in price when appropriate (for example, when leasing out County property). In doing so, staff shall observe the following rules:

- Any formula for determining the basis for evaluating bids, as described in the contract documents, shall be utilized;
- The unit price shall govern whenever both unit price(s) and extended price(s) or total(s) are given;
- All bids showing item extensions and/or totals shall be reviewed for accuracy. 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.

Purchasing 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.

#### **6.8.3 Responsiveness**

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

Purchasing shall verify that required proposal forms and certificates have been completed and that all signatures are in place and appear in order. Purchasing may make a determination as to whether the deficiency is a minor irregularity (e.g. omission of a signature on a 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). Purchasing may contact the bidder and discuss the aspects of any bid which appears 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, Purchasing 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.

#### **6.8.4 Responsible Bidder**

Purchasing shall determine whether the lowest-priced 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 may 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. In making this determination, Purchasing may cite the minimum requirements or specifications set forth in the Special Provisions and Technical Specifications.

#### **6.8.5 Rejection of Bids**

The Board of Supervisors and the Purchasing Agent have the right to reject any and all bids when it is in the best interest of the County to do so.

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

Purchasing Agent, and may 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 through the usual Protest identified below in 6.9. Selection of a bidder other than the lowest-priced bidder for any individual item costing more than fifteen-thousand (\$15,000) dollars must be approved by either the Board of Supervisors or the Purchasing Agent, with the reasons for the decision reported to the Board. (County Code §2.24.060, Ord. CS 502 §1, 1992; prior code §2-95).

Following bid evaluation, Purchasing may recommend rejecting bids in cases where:

- The bids received were too high, or the budgeted funds are insufficient to cover the amount of the contract, even if awarded to the lowest-priced responsible bidder;
- None of the bids were responsive to the requirements of the contract documents;
- None of the bidders were deemed sufficiently responsible to perform the contract in a satisfactory manner; or
- Purchasing determines that awarding the contract would not be in the best interests of the County, based upon sound, documented business reasons.

#### **6.8.6 Tied Bids**

In any case where two identically-priced responsive and responsible bids are also the lowest (or highest) priced, Purchasing shall determine contract award using the following protocol:

- Local vendor(s) shall have preference over out-of-County vendor(s). (County Code §2.24.125)
- 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.
- 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).
- Where application of the above methods does not produce a single, lowest responsible bidder, Purchasing shall draw lots to determine the successful bidder.

## **6.9. Protests and Appeals**

### **6.9.1 General**

Potential bidders, proposers, and sub-proposers wishing to protest or appeal a decision by Purchasing must follow the process identified in the solicitation documents, based on the following. Protests or appeals not submitted in accordance with such procedures will not be reviewed.

### **6.9.2 Protest Submittal**

Non-awarded bidders may file a written protest not later than five (5) days after date of mailing a Notice of Intended Award. Such protests must be physically received by the Purchasing Agent before 5:00 PM local time on the last day of the five (5) day protest period; protests submitted electronically will not be accepted. Protests filed with the Purchasing Agent shall:

- Include the name, address, business telephone number, and email address of the protestor;
- Identify the project under protest by name, solicitation number, and closing date;
- Contain a concise statement of the grounds for protest; provided, however, RFP or BID processes and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to those issues must be raised and addressed, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
- Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

### **6.9.3 Protest Review**

Upon receipt of a protest, the Purchasing Agent shall review all submitted materials, create and retain a written record of the review, and 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.

If the protest involves Federal funds, parties may have the right to appeal to the appropriate Federal agency. When applicable, the Purchasing Agent shall give notice to interested parties of the right to such an appeal and shall identify the Federal agency by name and address. When applicable, an appeal thereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

#### **6.9.4 Decision Appeal**

Purchasing Agent decisions may be appealed in writing to the Chief Executive Officer or his/her designee(s), with a copy to the Purchasing Agent, not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. An appeal review committee comprised of the Chief Executive Officer or designee, the Chairman and Vice Chairman of the Board 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 appeal review committee shall be final.

#### **6.10. Award of Contract**

Purchasing may award a contract to the lowest-priced responsive and responsible bidder whose proposal materially meets the specifications and requirements outlined in the Invitation for Bid documents. In the case of revenue-generating bids, award will be made to the highest-paying responsive and responsible bidder.

Upon completion of bid evaluation and analysis, Purchasing shall notify all bidders in writing of the County's intent to award a contract. The successful bidder must execute the Agreement and related documents, and provide proof of insurance, within the time specified by Purchasing.

If the County intends to award a contract to a bidder other than the apparent lowest-priced bidder, Purchasing shall inform each bidder whose total bid was less than that bid of the successful bidder and the reasons for the decision. For any individual item costing more than fifteen-thousand (\$15,000) dollars, approval must be made by either the Board of Supervisors or the Purchasing Agent, with the reasons for the decision reported to the Board. (County Code §2.24.060, Ord. CS 502 §1, 1992; prior code §2-95).

The Board of Supervisors shall authorize the award of contracts in excess of \$200,000. The Board may authorize the Purchasing Agent to sign them as the Board's designee, though Purchasing Agent signature is not required if the department receives contract-specific signing authority directly from the Board (County Resolution No. 2019-0129; California Government Code §25502.5).

#### **6.11. Notice to Proceed**

Upon receipt of the successful bidder's executed Agreement, sureties, and evidence of insurance, the County will issue a Notice to Proceed letter to the Contractor with a copy to the County's Project Coordinator.

#### **6.12. Contract Administration**

Once the Notice to Proceed has been issued, Purchasing shall maintain a contract file

and distribute copies of relevant correspondence to the department.

The requesting department head or designed Project Manager shall be responsible for monitoring and reviewing the project in order to determine whether contract terms and conditions are being met, and for approving invoice for payment.

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.



## **SECTION VII:**

### **REQUEST FOR PROPOSALS (RFP)**

Except as otherwise noted in Section X of this policy, purchases of equipment, materials, supplies, and services shall be awarded through a competitive procurement process. The Request for Proposals (RFP) process is best suited to procurements where non-price factors are more important than pricing, or where the County has defined goal but a detailed scope of services to achieve it isn't feasible. For services other than Architectural and Engineering (A&E), the RFP process is preferred below \$100,000, and required above that amount, except as otherwise noted in Section X of this policy. When procuring A&E services, the Request for Statement of Qualifications (SOQ) process is used instead (refer to Section VIII).

Under the RFP approach, award of contract is made on a "best value" basis by identifying the most cost-effective solution to the County's needs, with both price and non-price factors considered. Evaluation criteria identified in the RFP solicitation documents are subsequently used by an evaluation committee for scoring received proposals. Award need not be made to the lowest-priced proposer; however, in such cases selection must be based on written documentation explaining why the lowest-priced proposer was not selected. Proposers shall be afforded the right to appeal the County's selection pursuant to the protest and appeal provisions outlined in the RFP documents and Section 6.9 of this manual.

#### **7.1 General**

- 7.1.1** The County Purchasing Agent, or designee, is authorized to solicit proposals and award contracts below \$200,000 (County Code §4.28.020, County Ord. CS-407 §2, 1990; California Government Code §25502.5; PCC §22032(b)).
- 7.1.2** Contracts above \$200,000 shall be approved by the Board of Supervisors. The Board may authorize the Purchasing Agent to sign them as the Board's designee, though Purchasing Agent signature is not required if the department receives contract-specific signing authority directly from the Board (County Resolution No. 2019-0129; Government Code §25502.5).
- 7.1.3** Requests for outside consultant services must be approved by the Chief Executive Office before an RFP or negotiations are performed.
- 7.1.4** California Government Code §4526 and §4527(b) specify that local agencies (i.e., counties) may follow state agency processes for procuring professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms, with selection based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Local governments may establish their own processes for hiring such

services, including non-competitive negotiations, provided the following minimum conditions are met:

- Selection must be qualifications-based.
- Solicitation must assure maximum participation of small business firms.
- Documentation must specifically prohibit unlawful practices identified within the Code.

While negotiating such service agreements without performing an RFP or SOQ is permissible under the Government Code, the above-listed requirements must still be satisfied.

Alternatively, the Government Code also allows for price-based bidding if the needed services are technical and require little professional judgment. Therefore, the County's Request for Quotes (RFQ) or Request for Sealed Bids (BID) processes may be used when the Scope of Work supports it. *Refer to Sections V and VI of this Manual for details on these processes.*

## **7.2 Process Summary**

Requests for Proposals (RFP) shall include a detailed scope of work/services (where possible, or when not, a specific desired outcome), general provisions, special provisions, legal statements, affidavits, and other pertinent paperwork. The Proposer completes the required information and submits a timely proposal to Purchasing as instructed in the RFP documents. RFP proposals are not subject to public examination until after the County has made an award announcement. Proposal submittals are not publicly opened, but are instead evaluated privately against criteria identified in the RFP documents on a "best value" basis, considering both pricing and other factors. Generally, it is best to consider non-price factors independently of the pricing component, to prevent pricing from affecting judgement of non-price factors. Once the winning proposal has been determined, the County may issue a Notice of Intent to Award, and may proceed with contract negotiations and execution once the protest period window has passed. Purchasing may execute either a contract or service purchase order as appropriate, with Board approval as required.

## **7.3 Initiation**

The department requesting the procurement action shall provide the following to Purchasing:

- Documentation, scoring criteria, and scope of work/services which adequately describe the goods or services required.
- A list of at least qualified potential Proposers in order to provide sufficient force of competition. Full opportunity to bid shall be granted to all qualified bidders.
- Estimated cost of the contract. If the requesting department doesn't have

sufficient funding in the current budget for the resultant contract, the department must obtain approval from the Board of Supervisors, and in its documentation to Purchasing shall identify the County's Board Resolution authorizing the solicitation for the RFP.

- A suggested project coordinator, when appropriate, whose duties will include acting as a liaison between the requesting department and Purchasing.
- Approval by the head of the requesting department.

Purchasing shall review the requesting department's documentation and confirm that the procurement is appropriate for the RFP process.

#### **7.4 RFP Documents**

Purchasing shall prepare RFP documents under the supervision of the Purchasing Agent, with input from the requesting department. 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 must be submitted to Purchasing. Such schedule shall permit enough time period for review of the contract documents by the individuals involved.

Although the provisions and requirements in RFP documents may vary, the RFP documents shall, at a minimum, contain the following items:

##### **7.4.1 Notice Requesting Proposals**

The notice requesting proposals ("Notice") is a publicly advertised document which notifies potential proposers of the title and nature of the contract, the date for a Pre-Proposal Conference, if one is scheduled, and also establishes the subsequent date and time by which proposals must be submitted to the County. To the fullest extent possible, the RFP documents shall encourage equal participation of interested Disadvantaged Business Enterprises (DBEs). The Notice shall also inform Proposers of applicable DBE requirements, and other significant requirements under federal or state laws, if any.

The Purchasing Agent or authorized designee shall publicly advertise the Notice, which shall refer to and incorporate by reference all RFP documents (i.e., the General Conditions and Instructions to Proposer, the Special Provisions, the Technical Specifications, and other certificates, forms, and documents), and shall designate the method for obtaining copies of such documents.

##### **7.4.2 General Conditions and Instructions to Proposer**

The General Conditions and Instructions to Proposer ("General Conditions") sets forth standard terms and conditions which govern the contractual relationship between the successful Proposer and the County. County Counsel

shall prepare and maintain the standard General Conditions, necessary for inclusion in competitive RFP procurements. The General Conditions may be updated or revised from time to time.

#### **7.4.3 Special Provisions**

Special Provisions prescribe terms and conditions specifically tailored to the particular contract being sought.

#### **7.4.4 Liquidated Damages Clause**

Purchasing may include 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.

Liquidated damages should be included in contracts when it would be inconvenient, difficult, or 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 contract performance. Purchasing staff shall evaluate these factors, and set a sum as liquidated damages.

#### **7.4.5 Pre-Proposal Conference**

If a Pre-Proposal Conference is scheduled, the Notice shall advise of the date, time, and location of the conference. An attendance sign-in sheet will be used as a permanent record of the Pre-Proposal Conference and shall contain the names, contact information, and business affiliations of all Proposers and other interested persons in attendance.

#### **7.4.6 Qualifications of Proposers**

In contracts where the nature of the work is such that the qualifications of the Proposers are essential evaluation criteria, Purchasing shall include among the RFP documents a clause setting forth such required qualifications. Contracts for services shall contain such clauses. In addition, contracts for the provision of supplies, equipment, and materials, where a specially manufactured product or technical guidance and advice are called for, shall also contain a provision regarding qualifications of Proposers.

Such provisions shall clearly state that the County may reject any proposal that does not meet the requirements stated in the Qualifications clause. Included in such clause shall be requirements that Proposers demonstrate

they are regularly engaged in the provision of the work or product called for in the contract, and that they have the necessary experience, training, resources, facilities, and personnel to perform such work. Additionally, Proposers must attest that they have previously and satisfactorily performed work with characteristics comparable to those specified in the contract. Finally, Proposers may be required to furnish adequate references. Purchasing may, at its option, prepare and include with the RFP documents a form to be completed by Proposers that will cover the qualification requirements described herein.

#### **7.4.7 Scope of Work / Services**

The RFP shall include the scope of work and services being requested, applicable terms and conditions, the time in which the project must be completed, requirements concerning coordination with other entities, other information that may be useful in preparation of the proposal, and evaluation criteria specifically tailored to the project. Such criteria shall include the consultant's proven experience and competence, bondability, insurability, understanding of the scope of work, financial ability, 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 assigns weighted values to the evaluation criteria, such values shall be indicated in the RFP. In addition, résumés of the consultant's staff may be requested to allow the evaluation committee to determine the staff's training, education, experience, and overall competence to perform the work.

Specifications must include detailed descriptions of the qualitative and quantitative nature of the supplies, equipment, materials, or services 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. The use of blueprints, diagrams, charts, and maps is encouraged to clarify the specifications requirements.

Specifications shall not be drafted to unduly restrict competition. Brand names may be used in Technical Specifications only when it is impractical or uneconomical to specify clear and adequate descriptions of the technical requirements for a particular type of needed product. In all cases where brand names are used, Proposers shall be afforded the opportunity to propose to the County a substitute alternate product of equal quality or value. The County's decision to approve or disapprove such alternate product shall be final and binding on the Proposer.

Note that additional restrictions may apply to federally-funded procurements. *Refer to Section XIV for additional details.*

#### **7.4.8 Pricing Schedule**

Whenever reasonable and appropriate, a firm not-to-exceed price quotation shall 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 total proposed project budget.

The Proposer's completion of the Pricing Schedule shall constitute both the Proposer's prices and acceptance of all the terms and conditions contained in the RFP documents, unless exceptions are thereto are so noted and approved by the County. Purchasing shall develop the Pricing Schedule in coordination with the requesting department. 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 structured to allow the County to make an objective comparison of all RFPs. Whenever possible, this will be accomplished by requesting a Total RFP Price.

#### **7.4.9 Insurance Requirements**

RFP documents shall include a form outlining the County's minimum insurance requirements for the resultant contract, if any. Consult with Risk Management for assistance in identifying the appropriate insurance requirements and documents.

#### **7.5 Advertisement**

Purchasing will publish the Invitation to RFP electronically, and when required by the funding agency or by law, in at least one newspaper of general circulation and physically posted on County premises. The advertisement shall state the time and place for the receiving of proposals and shall describe in general terms the work to be done.

A minimum of 30 days should be allowed between the time RFPs are solicited and when they close. If abnormal conditions exist, the time limit may be increased or decreased.

County employees, and consultants or contractors under the supervision of County employees, shall refrain from discussing details of the requested goods or services with prospective proposers, unless so authorized by Purchasing.

#### **7.6 Addenda**

All proposer questions should be referred to Purchasing as specified within the RFP solicitation documents. If an answer would likely affect the RFP of other proposers, then all proposers shall be so advised, to prevent any one proposer from obtaining an unfair advantage.

Any necessary changes, modifications, or adjustments to specifications, requirements,

or RFP quantities shall be authorized and publicized by Purchasing. No private modifications shall be made.

Once the RFP has been published, all changes necessary to correct any errors in the RFP documents, to extend deadlines, or to otherwise revise the RFP documents, shall be accomplished through the issuance of a written Addendum, authorized and publicized by Purchasing. No private modifications shall be made.

All technical Addenda shall be drafted by the requesting department and shall be reviewed and approved by Purchasing before publishing. Addenda shall identify the RFP number and title, date of issuance, Addendum number, and specific reference to the provisions in the RFP documents being amended and the substance of such amendment.

Purchasing shall publicly issue the addendum so that it is available to all firms or persons who have received a copy of the RFP documents, except in the cases of RFPs that require mandatory attendance of Pre-RFP/Pre-Proposal/Site Inspection Conference(s), in which case only those vendors in attendance may be forwarded addenda.

## **7.7 Proposal Submittals**

Proposal submittals shall be submitted in writing to Purchasing before the time and date specified in the RFP documents. Proposals may be submitted either physically or electronically, at the discretion of Purchasing.

Purchasing shall date and time stamp proposal submittals as they are received. Any proposals received after the specified date and time proposals are due will not be accepted by Purchasing, but will instead be date and time stamped and returned unopened.

Proposals are not subject to public examination until the County has made an award announcement.

From and following the specified date and hours proposals are due, no Proposer shall be permitted to change their proposal, except to correct errors or provide additional information, at the discretion and request of Purchasing.

Original RFP and proposal documents shall be retained on file in Purchasing, until no longer required by the County's Records Retention Policy, or by applicable law.

## **7.8 Evaluation**

Proposals are not subject to public examination until the County has made an award announcement. At a minimum, Proposals shall be reviewed by the Purchasing Agent or authorized designee. The Project Coordinator and other County personnel with appropriate technical expertise shall also be included in the review process, as necessary.

### **7.8.1 Criteria**

Award shall be made to the Proposer whose proposal is determined in writing to (a) best meet the criteria set forth in the RFP and (b) provide the best value to the County. 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

### **7.8.2 Selection Process**

The County shall establish an Evaluation Committee (EC) composed of representatives from the County for the purpose of evaluating the proposals received in response to an RFP. The County may include as part of the Committee qualified representatives from other agencies or entities.

Proposal documentation requirements shall be set forth in the RFP to provide guidance regarding the information considered by the EC. The EC shall be responsible for performing the evaluations of each proposal based on the stated criteria, and in cases where there is a known budget limit provided to proposers, including an evaluation of the proposed budget allocations. In all other cases Purchasing will evaluate the proposed costs separately from the EC after non-price factors have been considered, using a mathematical weighting formula.

Each member of the EC shall rate the proposals separately unless the proposals are technical in nature, in which case a subject matter expert may be called upon to score that section. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers.

### **7.8.3 Initial Evaluation: Proposal Submission and Financials**

GSA-Purchasing shall conduct an initial pass/fail analysis of (a) each proposal submittal package for completeness ("responsiveness"), and (b) the financial stability of each Proposer based upon the Financial Report submitted.

Upon completion of this analysis, Purchasing will forward the Qualification Proposals of the passing proposers to the Evaluation Committee (EC).

### **7.8.4 Evaluation of Qualifications**

The EC will review and evaluate the Qualification Proposals based on the criteria identified in the RFP, and each proposer will be given a score. Reference checks will be performed, and proposers may also be required to submit to interviews, provide presentations, allow facility surveys, and other items deemed necessary during the evaluation process. In no case shall the County's discretionary use or disuse of these optional additional evaluation processes be grounds for protest of an award decision.



Should the County exercise the option to interview, only those proposers judged by the EC to be the most qualified to perform the work shall be requested to make a formal presentation to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential proposers.

Where appropriate, a presentation will be made to the Board of Supervisors as to the status of the review process.

#### **7.8.5 Evaluation of Pricing**

Price Proposals will remain with Purchasing until the EC has completed the evaluation of the Qualification Proposals, except in cases where the RFP requires proposers to identify what services will be provided for a County-specified budget and how such funds will be allocated, in which case the EC may evaluate this information.

Unless so exempted in the preceding paragraph, Purchasing shall conduct a price analysis to determine whether the compensation terms of the proposals under consideration are fair and reasonable, and shall evaluate pricing using a weighted average, with the lowest price assigned 100% of the points possible.

Proposer qualifications are of the utmost importance in service 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.

In the event that (a) the County receives only one proposal in response to an 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.

#### **7.8.6 Calculation of Final Score**

Upon completion of all phases of the evaluation process, Purchasing shall total the scores to rank the proposals and identify the winning proposer.

### **7.9 Negotiations**

Upon Purchasing's authorization, the Project Coordinator, and those County personnel with technical expertise relating to the project, shall negotiate with the highest-ranked proposer in order to establish a precise scope of work, work schedule and completion date, cost of services, and the method and manner of payment. 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.

In the event that negotiations with the highest-ranked proposer prove unsuccessful, the County shall terminate negotiations with this firm and commence discussions with the next-highest-ranked proposer until a price determined to be fair and reasonable to both parties is obtained. Once negotiations have been terminated with a firm, the County may not go back to that firm for additional negotiations – even if the next lower ranked respondent is higher in price.

#### **7.10 Award of Contract**

Award of Contract shall be made on a “best value” basis to the qualified proposer whose proposal best meets the criteria set forth in the RFP and will be most advantageous to the County, with price and all other factors considered. The Board of Supervisors shall authorize the award of contracts exceeding \$200,000. The Board may authorize the Purchasing Agent to sign them as the Board’s designee, though Purchasing Agent signature is not required if the department receives contract-specific signing authority directly from the Board (County Resolution No. 2019-0129; California Government Code §25502.5).

Upon completion of RFP evaluation and analysis, Purchasing shall notify all proposers in writing of the County's intent to award a contract. The successful proposer must execute the agreement documents and submit the required Certificate of Insurance within the time specified in the RFP or agreement documents, or if no such time is specified therein, within the time specified in the notice of intent to award issued by Purchasing.

#### **7.11 Contract Administration**

The requesting department head or designee shall act as Project Coordinator for purposes of contract administration. Purchasing shall maintain a contract file and distribute copies of relevant correspondence to the department. 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.

## SECTION VIII:

### REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ)

The Request for Statement of Qualifications (SOQ) process may be used as an alternative to the RFP process for procuring services, with the chief distinction of the SOQ process being that award of contract is made by identifying the most qualified proposer first, before entering into price negotiations.

#### 8.1 General

California Government Code §4526 and §4527(b) specify that local agencies (i.e., counties) may follow state agency processes for procuring professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms, with selection based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Local governments may establish their own processes for hiring such services, including non-competitive negotiations, provided the following minimum conditions are met:

- Selection must be qualifications-based.
- Solicitation must assure maximum participation of small business firms.
- Documentation must specifically prohibit unlawful practices identified within the Code.

While negotiating service agreements without performing an RFP or SOQ is permitted under the Government Code, the above-listed requirements must still be satisfied. The SOQ process may also be used for services other than those listed above, at the discretion of the Purchasing Agent.

Alternatively, the Government Code also allows for price-based bidding if the needed services are technical and require little professional judgment. Therefore, the County's Request for Quotes (RFQ) or Request for Sealed Bids (BID) processes may be used when the Scope of Work supports it. *Refer to Sections V and VI of this Manual for details on these processes.*

#### 8.2 Process Summary

The SOQ process is similar to the RFP process defined in Section VII of this Policy Manual, except proposers are ranked solely on qualification, without regard to pricing. Pricing may be requested in the initial solicitation if it is kept separately sealed from the information used to evaluate and rank the proposers. Once the most-qualified proposer is identified, the County may open the selected proposer's pricing and begin contract negotiations.

### **8.3 Initiation**

The department requesting the procurement action shall provide the following to Purchasing:

- Documentation, scoring criteria, and scope of work/services which adequately describe the goods or services required.
- A list of qualified potential Proposers in order to provide sufficient force of competition. Full opportunity to bid shall be granted to all qualified bidders.
- A proposed bidding schedule (including advertising and contract commencement dates).
- Estimated cost of the contract. If the requesting department doesn't have sufficient funding in the current budget for the resultant contract, the department must obtain approval from the Board of Supervisors, and in its documentation to Purchasing shall identify the County's Board Resolution authorizing the solicitation for the SOQ.
- A suggested project coordinator, when appropriate, whose duties will include acting as a liaison between the requesting department and Purchasing.
- Approval by the head of the requesting department.

Purchasing shall review the requesting department's documentation and confirm that the procurement is appropriate for the SOQ process.

### **8.4 SOQ Documents**

Purchasing shall prepare SOQ documents under the supervision of the Purchasing Agent, with input from the requesting department. Purchasing shall establish a preliminary schedule of events, based upon the anticipated date of advertisement, which designates the date upon which all changes, comments, and required approvals must be submitted to Purchasing. Such schedule shall permit a sufficient time period for review of the contract documents by the individuals involved.

Although the provisions and requirements in SOQ documents may vary, the SOQ documents shall, at a minimum, contain the following items:

#### **Notice Requesting Statements of Qualifications/Proposals**

The notice requesting proposals ("Notice") is a publicly advertised document which notifies potential proposers of the title and nature of the contract, the date for a Pre-Proposal Conference, if one is scheduled, and also establishes the subsequent date and time by which proposals must be submitted to the County.

To the fullest extent possible, the SOQ documents shall encourage equal participation of interested Small Business Firms and Disadvantaged Business Enterprises (DBEs). The Notice shall also inform Proposers of applicable DBE requirements, and other significant requirements under federal or state laws, if any.

The Purchasing Agent or authorized designee shall publicly advertise the Notice, which shall refer to and incorporate by reference all SOQ documents (i.e., the General Conditions and Instructions to Proposer, the Special Provisions, the Technical Specifications, and other certificates, forms, and documents), and shall designate the method for obtaining copies of such documents.

#### General Conditions and Instructions to Proposer

The General Conditions and Instructions to Proposer ("General Conditions") sets forth standard terms and conditions which govern the contractual relationship between the successful Proposer and the County. County Counsel shall prepare and maintain the standard General Conditions, necessary for inclusion in competitive SOQ procurements. The General Conditions may be updated or revised from time to time.

#### Special Provisions

Special Provisions prescribe terms and conditions specifically tailored to the particular contract being sought.

#### Pre-Proposal Conference

If a Pre-Proposal Conference is scheduled, the Notice shall advise of the date, time, and location of the conference. An attendance sign-in sheet will be used as a permanent record of the Pre-Proposal Conference and shall contain the names, contact information, and business affiliations of all Proposers and other interested persons in attendance.

#### Qualifications of Proposers

Because the nature of professional services obtained through the SOQ process is such that the qualifications of the Proposers are essential evaluation criteria, Purchasing includes among the SOQ documents a clause setting forth such qualifications, and contracts for services also contain such clauses. In addition, contracts for the provision of supplies, equipment, and materials, where a specially-manufactured product or technical guidance and advice are called for, also contain provisions regarding Proposer qualifications.

Such provisions shall clearly state that the County may reject any proposal that does not meet the requirements stated in the qualifications clause. Included in such clause will be requirements that Proposers demonstrate they are regularly

engaged in the provision of the work or product called for in the contract, and that they have the necessary experience, training, licenses or certifications, resources, facilities, and personnel to perform such work. Additionally, Proposers must attest that they have previously and satisfactorily performed work with characteristics comparable to those specified in the contract. Finally, Proposers may be required to furnish adequate references. Purchasing may, at its option, prepare and include with the SOQ documents a form to be completed by Proposers that will cover the qualification requirements described herein.

#### Scope of Work / Services

The SOQ includes the scope of work and services being requested, applicable terms and conditions, the time in which the project must be completed, requirements concerning coordination with other entities, other information that may be useful in preparation of the proposal, and evaluation criteria specifically tailored to the project. Such criteria must include the consultant's proven experience and competence, bondability, insurability, understanding of the scope of work, financial ability, 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 assigns weighted values to the evaluation criteria, such values shall be indicated in the SOQ. In addition, résumés of the consultant's staff may be requested to allow the evaluation committee to determine the staff's training, education, experience, and overall competence to perform the work.

Specifications must include detailed descriptions of the qualitative and quantitative nature of the services to be procured. They must also set forth the minimum essential characteristics and standards to which the work must conform in order to satisfy the County's intended use. The use of blueprints, diagrams, charts, and maps is encouraged to clarify the specifications requirements.

Specifications shall not be drafted to unduly restrict competition. Brand names may be used in Technical Specifications only when it is impractical or uneconomical to specify clear and adequate descriptions of the technical requirements for a particular type of needed product. In all cases where brand names are used, Proposers shall be afforded the opportunity to propose to the County a substitute alternate product of equal quality or value. The County's decision to approve or disapprove such alternate product shall be final and binding on the Proposer.

Note that additional restrictions may apply to federally-funded procurements. *Refer to Section XIV for additional details.*

#### **8.4.1** Pricing Schedule

Whenever reasonable and appropriate, pricing may be requested in the SOQ. In some cases, the SOQ may solicit a labor fee schedule for all categories of

personnel to be utilized by the consultant in connection with the project, and a total proposed project budget.

The Proposer's completion of the Pricing Schedule shall constitute both the Proposer's prices and acceptance of all the terms and conditions contained in the SOQ documents, unless exceptions are thereto are so noted and approved by the County. Purchasing shall develop the Pricing Schedule in coordination with the requesting department. The Pricing Schedule may seek separate cost quotations for all relevant aspects of the procurement. In all cases, the Pricing Schedule shall be structured to establish a starting point for negotiations and to allow the County to make a reasonable project cost determination. In no case shall such pricing be used to objectively compare SOQ submittals.

#### **8.4.2 Insurance Requirements**

SOQ documents shall include a form outlining the County's minimum insurance requirements for the resultant contract, if any. Consult with Risk Management for assistance in identifying the appropriate insurance requirements and documents.

#### **8.5 Advertisement**

Purchasing will publish the SOQ Invitation electronically, and when required by the funding agency or by law, in at least one newspaper of general circulation and physically posted on County premises. The advertisement shall state the time and place for the receiving of proposals and shall describe in general terms the work to be done.

A minimum of 30 days should be allowed between the time SOQs are solicited and when they close. If abnormal conditions exist, the time limit may be increased or decreased.

County employees, and consultants or contractors under the supervision of County employees, shall refrain from discussing details of the requested goods or services with prospective proposers, unless so authorized by Purchasing.

#### **8.6 Addenda**

All proposer questions should be referred to Purchasing as specified within the SOQ solicitation documents. If an answer would likely affect the SOQ of other proposers, then all proposers shall be so advised, to prevent any one proposer from obtaining an unfair advantage.

Any necessary changes, modifications, or adjustments to specifications, requirements, or quantities shall be authorized and publicized by Purchasing. No private modifications shall be made.

Once the SOQ has been published, all changes necessary to correct any errors in the SOQ documents, to extend deadlines, or to otherwise revise the SOQ documents, shall be accomplished through the issuance of a written Addendum, authorized and publicized by Purchasing. No private modifications shall be made.

All technical Addenda shall be drafted by the requesting department and shall be reviewed and approved by Purchasing before publishing. Addenda shall identify the SOQ number and title, date of issuance, Addendum number, and specific reference to the provisions in the SOQ documents being amended and the substance of such amendment.

Purchasing shall publicly issue the addendum so that it is available to all firms or persons who have received a copy of the SOQ documents, except in the cases of SOQs that require mandatory attendance of Pre- Pre-Proposal/Site Inspection Conference(s), in which case only those vendors in attendance may be forwarded addenda.

## **8.7 Proposal Submittals**

Proposal submittals shall be submitted in writing to Purchasing before the time and date specified in the SOQ documents. Proposals may be submitted either physically or electronically, at the discretion of Purchasing.

Purchasing shall date and time stamp proposal submittals as they are received. Any proposals received after the specified date and time proposals are due will not be accepted by Purchasing, but will instead be date and time stamped and returned unopened.

Proposals are not subject to public examination until the County has made an award announcement.

From and following the specified date and hours proposals are due, no Proposer shall be permitted to change their proposer, except to correct errors or provide additional information, at the discretion and request of Purchasing.

Upon award of contract, all proposer Financial Reports shall be destroyed to preserve their confidentiality. Other original SOQ and proposal documents shall be retained on file in Purchasing until no longer required by the County's Disposition Policy, or by applicable law.

## **8.8 Evaluation**

### **8.8.1 Criteria**

Respondents are evaluated strictly on the basis of their qualifications, expertise, and relevant experience for performing the desired work.

### **8.8.2 Selection Process**



The County shall establish an Evaluation Committee (EC) composed of representatives from the County for the purpose of evaluating the proposals received in response to an SOQ. The County may elect to include as part of the Committee qualified panel members from other county departments, other public jurisdictions, the community at large, or recognized experts in a particular field.

Proposal documentation requirements shall be set forth in the SOQ to provide guidance regarding the information considered by the EC. The EC shall be responsible for performing the evaluations of each proposal based on the stated criteria. Each member of the EC shall rate the proposals separately unless the proposals are technical in nature, in which case a subject matter expert may be called upon to score that section. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers.

#### **8.8.3 Initial Evaluation: Proposal Submission and Financials**

Purchasing shall conduct the initial pass/fail analysis of (a) each proposal submittal package for completeness (“responsiveness”), and (b) the financial stability of each Proposer based upon the financial report submitted.

Upon completion of the financial analysis, Purchasing will forward the Qualification Proposals of the passing proposers to the EC.

#### **8.8.4 Evaluation of Qualifications**

The EC will review and evaluate the Qualification Proposals based on the criteria identified in the SOQ, and each proposer will be given a score. Reference checks will be performed, and proposers may also be required to submit to interviews, provide presentations, allow facility surveys, and other items deemed necessary during the evaluation process. In no case shall the County’s discretionary use or disuse of these optional additional evaluation processes be grounds for protest of an award decision.

Should the County exercise the option to interview, only those proposers judged by the EC to be the most qualified to perform the work shall be requested to make a formal presentation to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential proposers.

Where appropriate, a presentation will be made to the Board of Supervisors as to the status of the review process.

Once the most-qualified respondent is identified, Purchasing shall notify all proposers in writing of the County's intent to award a contract, and the County may engage in price negotiations. If the County is unable to come to pricing terms with the highest-ranked respondent, then the County may close such

negotiations and begin negotiating with the next-highest-ranked respondent, continuing in this manner until an agreement can be reached. The County may not return to negotiating with higher-ranked respondents once they have been passed over.

#### **8.8.5 Evaluation of Pricing**

Price Proposals will remain sealed until the EC has completed the evaluation of the Qualification Proposals.

In the event that (a) the County receives only one proposal in response to an SOQ, (b) the responses reveal a lack of adequate competition, or (c) the SOQ 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.

#### **8.9 Negotiations**

Upon Purchasing's authorization, the Project Coordinator, and those County personnel with technical expertise relating to the project, shall negotiate with the highest-ranked proposer in order to establish a precise scope of work, work schedule and completion date, cost of services, and the method and manner of payment. In the event that negotiations with the highest-ranked proposer prove unsuccessful, the negotiating team shall commence discussions with the next-highest-ranked proposer. 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.

#### **8.10 Award of Contract**

Award of Contract shall be made to the best-qualified proposer whose proposal best meets the criteria set forth in the SOQ and will be most advantageous to the County. The Board of Supervisors shall authorize the award of contracts in excess of \$200,000. The Board may authorize the Purchasing Agent to sign them as the Board's designee, though Purchasing Agent signature is not required if the department receives contract-specific signing authority directly from the Board (County Resolution No. 2019-0129; California Government Code §25502.5).

Upon completion of SOQ evaluation and successful contract negotiations, the successful proposer must execute the agreement documents and submit the required Certificate of Insurance within the time specified in the SOQ or agreement documents, or if no such time is specified therein, within the time specified in the notice of intent to award issued by Purchasing.

#### **8.11 Contract Administration**

Upon successful completion of price negotiations, the County may execute a

contract with the successful respondent using County Counsel's Professional Design Services agreement form, obtaining Board approval if so required (a Service Purchase Order ("SERPO") must never be issued for architectural or engineering services, for the reason of indemnity protection found only in the formal agreement form). The requesting department head or designee shall act as Project Coordinator for purposes of contract administration. Purchasing shall maintain a contract file and distribute copies of relevant correspondence to the department. 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.

## **SECTION IX:**

### **REQUEST FOR INFORMATION / REQUEST FOR INTEREST (RFI)**

The competitive Request for Information / Request for Interest (RFI) process is generally used in cases where the County is seeking information in order to better define the Scope of Services being developed for an upcoming competitive process, such as an RFP, or in cases where the County is seeking to identify potential vendors who might be interested in responding to such an RFP.

#### **9.1 Process**

The RFI process is not a procurement process governed by code, but rather is an information-seeking activity. As such, there are no rules governing the solicitation process, though good judgement should be exercised in crafting the written solicitation and efforts should be made to advertise it appropriately to ensure a satisfactory response.

RFIs should only be conducted when necessary, as they add to the time required to complete the eventual RFP process. To avoid such delays, the RFI process should be skipped if sufficient Scope of Work information and a ready pool of potential contractors exist to facilitate conducting an RFP.

#### **9.2 RFI Documents**

RFI documents may consist of a simple open letter requesting responses be sent to a specified person or location by a specified time and date. Purchasing's documents may be used as a template.

#### **9.3 Evaluation**

There are no formal evaluation or award processes, as an RFI seeks only to gather information.

#### **9.4 Negotiations**

In cases where only one vendor responds to the RFI, the County may document that insufficient marketplace competition exists to conduct a competitive process, and may proceed with negotiating and awarding an agreement with the single vendor, subject to Purchasing Agent approval under the sole-source justification process defined in Section X. However, departments shall not conduct RFIs to circumvent the competitive RFP process.

## SECTION X:

### EXEMPTIONS TO COMPETITIVE PROCUREMENT REQUIREMENTS

#### 10.1 General

Absent a statutory requirement, public entities are not bound to engage in competitive bidding (San Diego SAFE v. Superior Ct., (1988) 198 CA 3d 1466, and Grayden v. Pasadena Redevelopment Agency (1980) 104 CA 3d 631).

Purchases of equipment, materials, supplies, and services shall be awarded through competitive processes, except when the Purchasing Agent determines that at least one of the following conditions apply:

- Micro Purchase;
- Emergency;
- Sole-Source;
- Cooperative Purchasing;
- Services;
- No Advantage;
- Categorical Exemption.

#### 10.2 Micro Purchases

Competitive processes are not required when the price of an individual item (as distinct from the total contract), or the total price for services, is below \$15,000.

Bulk purchases of sundry supplies totaling more than \$15,000 but where any and all individual items are below \$15,000 each do not require competitive solicitation (County Code §2.24.060, §2.24.100). *Refer to “Stores Account” in Section II of this Policy Manual.*

Public works of improvement above \$1,000 are subject to prevailing wage and reporting requirements, regardless of procurement method (Labor Code §1720). *Refer to Section XI for further information.*

Federally-funded purchases may be subject to Micro Purchase thresholds different from those of the County. In such cases, the more stringent of policies shall be followed. *Refer to Section XIV for further information.*

#### 10.3 Emergencies

The County is not required to competitively purchase supplies, equipment, materials, or services when immediate action is required to avoid imminent danger to persons or property.

Emergency purchases must be authorized by the County Purchasing Agent (or designee), or if such persons are not immediately available, may be made by any person or official authorized to sign requisitions. All such emergency purchases shall be made by County personnel who have expertise related to the emergency situation, and shall be subsequently approved and confirmed by the Purchasing Agent. If the Purchasing Agent 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 of the emergency purchase shall not constitute a legal charge against the county (County Code §2.24.040).

During a natural disaster or other such emergency, all related emergency procurements will be coordinated through the County's designated Emergency Operations Center. To be eligible for reimbursement by the Federal Emergency Management Association (FEMA), purchases must follow the rules found in Section X of this policy manual.

#### **10.4 Sole Source**

Competitive processes are not required when the procurement qualifies for sole-source exemption, as justified by the requisitioner and approved by the Purchasing Agent. A sole-source decision is not permitted merely upon the grounds that such approach is the most convenient, or that the subject product demonstrates technical or administrative superiority, or is preferred by staff.

A sole-source procurement can be made from only one source of supply, or when no competitive advantage can be gained through competitive processes. Such situations may arise when the item or service requirements are so unusual or distinct that the possible sources are narrowed down to one. This may be the case, for example, with replacement parts for brand-name machinery, equipment, or vehicles, or when purchasing specialized software. The sole-source vendor must be the only known supplier with the capability of meeting the County's specifications or other requirements.

Acceptable sole-source justifications include:

- Negotiated or sole-source purchases that have been specifically pre-authorized by the Board of Supervisors.
- After soliciting a number of sources, Purchasing determines that procurement of a basic item or service is available only from a single vendor.
- Competition is precluded because of the existence of patent rights,

copyrights, secret processes, control of the basic raw material(s) or similar circumstances, and no equivalent good or service is available.

- The procurement is for parts or components for equipment, and no information or data is available to ensure that the parts or components obtained from another supplier will perform the same function in the equipment; or the parts or components could compromise the safety or reliability of the product, or would void or invalidate a manufacturer's warranty or guarantee.
- The procurement is for services from a provider with unique knowledge, skill, or ability not available from other sources.
- A distributor or service provider has an exclusive franchise or operating agreement with the supplier of goods to be purchased or maintained and no other person or entity may provide, install, service or maintain the goods in the service area. This does not include the purchase of goods where a same or similar good may be purchased and is not otherwise defined as a Single Source item.
- The procurement is for goods and/or services where standardization is beneficial for reasons including maintenance, repair, training, and interoperability.
- The procurement is for goods and/or services where continuity of providers will provide efficiency or critical knowledge, and other providers of the goods and/or services cannot provide similar efficiencies or critical knowledge.
- When so directed by the Court, the funding source, as mandated by the state, or other relevant authority.

The requesting department shall initiate such procurement by completing a written requisition and Justification for Sole Source/Sole Brand form (Exhibit 1), which shall be approved by the head of the requesting department or authorized designee, and then sent to Purchasing for approval. The requesting department head or 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.

Prior to taking action on the sole source 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.

### Cost Analysis

Unless the reasonableness of the sole-source vendor's price can be established on the basis of a catalog or market price for similar commercial products 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.

Such cost analysis involves the verification of cost data, the evaluation of specific cost elements (including labor hours, quantities, tooling, testing, etc.), and the projection of the cost data to determine its effect on prices.

In judging whether the price offered is reasonable, consideration shall be given to the necessity for certain costs; the reasonableness of amounts estimated for necessary costs; the basis for allocating overhead costs; allowances for contingencies; and the appropriateness of allocations of particular overhead costs to the contract.

### **10.5 Cooperative Purchasing**

Procurement may be made through existing cooperative purchasing agreements with other government agencies or public utilities, where the requirement for competitive procurement has already been met by the actions of the lead agency. Non-competitive ("negotiated") cooperative agreements are not acceptable for use in situations where competitive procurement is required. *Refer to Chapter XI of this Manual for more information.*

### **10.6 Standardization**

Where standardization of an item or service from a single source has been justified by comparative analysis or usage, and is in accordance with established policy (example: compatible parts and devices from the manufacturer or sole-authorized distributor of equipment in service); or where 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.

When 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.

### **10.7 Services**

The County is not required to competitively procure services by law (Government Code §4526 and §4527); however, County policy is that services of \$100,000 and above be competitively obtained, unless exempted under the other classifications identified in Section X of this manual.

Agreements below \$100,000 may be negotiated; however, it may be in the County's best



interest to procure them using the Request for Proposals (RFP) or Request for Statement of Qualification (SOQ) processes as defined in Chapters VI and VIII of this manual. Alternatively, competitive price-based bidding may be undertaken for services with standard, non-personal qualities that are easily quantifiable, and which lend themselves to price comparison.

Regardless of the method used, the County's processes shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when these employees have a relationship with a person or business entity seeking a contract (Government Code §4527).

### **10.8 No Advantage**

The County is not required to perform a competitive process when there is no legal requirement for bidding; no monetary advantage 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. When the Purchasing Agent does not seek competitive bids, the Purchasing Agent shall be in compliance with and adhere to County Code §2.24.060.

### **10.9 Categorical Exemptions**

The following types of procurement of goods and/or services are categorically exempt from competitive procurement requirements:

- Utility Services: The item or service to be procured is from a utility or a direct access provider and qualifies as a Single Source.
- Educational Services: Procurement of educational services from a not-for-profit organization.
- Inter-Governmental Agreements (IGA) and Agreements or Memorandums of Understanding (MOU): IGAs/MOUs between governmental agencies for trading services in kind, or for specialized services that only the specified agency is capable of providing (such as police services in a designated jurisdiction).
- Publications and Subscription Services: Notices, advertisements, and publication services used to post notices required by law or necessary to support the County operations. Information sources governed by publisher agreement, subscriptions (on-line or print) to newspapers, journals, and other periodicals. Legal research services and publications used for legal research and analysis.

- Memberships: Memberships in groups or organizations for which competitive procurement is not feasible.
- Interim Contracts: Interim contract or extension of an existing contract where the required goods or services are the subject of an ongoing procurement and where the results of that procurement have been protested in accordance with Board Policy A-97 (Protest Procedures for Award of Contracts), or litigation has been initiated or is believed to be forthcoming, or where an unforeseen and intervening event has delayed the award or caused the procurement to be cancelled or a portion of the procurement to be redone; or where the goods or services are or were provided through a contract that has been or is expected to be terminated or suspended.

## **SECTION XI:**

### **CONTRACTS**

#### **11.1 General**

The County uses a variety of contractual documents designed for certain types of goods or services. County Counsel is responsible for maintaining and updated these standard agreement forms, which Counsel and Purchasing may modify to meet departmental needs.

#### **11.2 Forms of Contract**

##### **11.2.1 Purchase Order**

Purchase Orders (POs) are the most basic form of contract used by the County. POs reference a standardized set of Terms and Conditions, as set forth by County Counsel.

POs are not required for certain types of expenses, as determined by the Auditor-Controller's Office. Examples of such expenses typically include utility payments, conference registration fees, employee training, membership fees/dues, public notices, and subscriptions.

##### **11.2.2 Service Purchase Order**

Service Purchase Orders (SERPOs) may be used for services with a well-defined scope of work. SERPOs reference one of several standardized sets of Terms and Conditions, selected according to the type of services being procured.

Departments wishing to use the SERPO process should be aware of special regulatory issues relating to scope of work and procedural steps, particularly with regards to Public Works of Improvement (construction and maintenance) work. For these reasons, SERPOs should not be used for Public Works of Improvement above \$25,000.

SERPOs may never be used for Architectural and Engineering (A&E) services, due to the insurance and indemnity coverage required to protect the County's interests. Always contract for A&E services using the Agreement for Professional Design Services.

##### **11.2.3 Blanket Purchase Order**

Blanket Purchase Orders (BPO) are established for a specified period of time (generally one Fiscal Year) with a vendor for items or services as may be required during that time period. BPOs may be executed without competitive processes when the price of an individual item (as distinct from the total contract) is below \$15,000 (County Code §2.24.060, Ord. §CS-502, 1992). Examples of BPO uses include sundry supplies or tools as needed throughout the year, or for as-needed repairs of vehicles or equipment.

#### **11.2.4 Agreement for Independent Contractor Services**

An independent contractor is one who provides services, exercises an independent employment or occupation, and represents his or her 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 contracted work. Examples of independent contractors include janitorial services and security guard services.

Such agreements may be negotiated; however, the preferred procurement methods for such services is the Request for Proposals (RFP) or Request for Statement of Qualification (SOQ) processes defined in Chapters VI and VIII of this manual. Alternatively, competitive bidding may be undertaken for services with standard, non-personal qualities that are easily quantifiable and which lend themselves to price comparison.

Note: 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)

#### **11.2.5 Agreement for Public Works of Improvement**

The Public Works of Improvement agreement form is used exclusively for projects that include “construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds” (Labor Code §1720(a)(1)). This type of work is subject to many special regulations, and failure to follow specified procedures could expose the County to significant penalties. Departments not well-versed in procuring such work should seek Purchasing’s assistance.

Change Orders: All contracts for Public Works of Improvement services must require the contractor to advise the County in writing immediately upon notice of any unanticipated condition or contingency that may cause a change in the scope of work, or otherwise effect an adjustment in the specified compensation. Such written notice shall explain the circumstances leading to the unforeseen condition or contingency, shall identify any proposed adjustment in

compensation, and be approved by the County prior to performance of the work described therein.

Changes initiated by the County shall be coordinated with the Purchasing Agent, who will request a proposal from the consultant covering the areas of cost impact, schedule changes, and changes in scope. The project coordinator assigned by the County shall monitor compliance with the technical requirements of the contract, but shall have no authorization to unilaterally implement changes in the scope of work.

#### **11.2.6 Agreement for Professional Services**

The Board of Supervisors may contract for special services on behalf of the County, any County officer or department, or any district or court in the county. Persons hired under these contracts are independent contractors for purposes of right of control, taxes, benefits, etc.

The Agreement for Professional Services is suitable for specially-trained and experienced persons or firms ("consultants") from a variety of fields such as: finance, economics, accounting, legal, medical, therapeutic, administrative, hardware/software systems, or other matters involving specialized expertise or unique skills. In general, these services also include advice, education, or training for the County.

Such agreements may be negotiated; however, it may be in the County's best interest to procure such services using the Request for Proposals (RFP) or Request for Statement of Qualification (SOQ) processes defined in Chapters VI and VIII of this manual. Alternatively, competitive bidding may be undertaken for services with standard, non-personal qualities that are easily quantifiable and which lend themselves to price comparison.

#### **11.2.7 Agreement for Professional Design Services**

Similar to a Professional Services contract, this form of agreement is used whenever contracting with specially-trained persons providing services in architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms". (Government Code §4526 and §4527)

Professional Design Services agreements may be negotiated; however, it may be in the County's best interest to instead use the Request for Statement of Qualification (SOQ) process defined in Chapter VIII of this manual. Alternatively, competitive bidding may be undertaken for services with standard, non-personal qualities that are easily quantifiable and which lend themselves to price comparison.

#### **11.2.8 Agreement for Technology Services**

Similar to a Professional Services contract, the Technology Services agreement is used to obtain services of specially-trained persons to address computer programming services, and other computer technology needs of the County.

#### **11.2.9 Agreement for Personal Services**

Personal services contracts do not fit into the above categories, in that the County retains the right and ability to direct the work of the contractor. The County determines when and where the contractor's work is done, and unless otherwise provided, supplies equipment necessary for the contractor to perform (e.g. computer desk, books, and supplies). The contractor is considered a contract employee for state and federal taxes and for Workers' Compensation purposes. Examples of Personal Services include counseling and various medical services.

The Board of Supervisors allows departments to approve Personal Services contracts at any dollar limit provided the services are approved in the department's Board-approved budget or through a specific Board-approved agenda item. Signature approvals are required from the Chief Executive Office (or designee), County Counsel, and the Contractor. Personal Services Agreements are administered by the County's CEO – Human Resources Dept.

#### **11.2.10 Master Agreements**

Master Agreements are established by Purchasing through competitive procurement processes, where required. Such agreements are generally intended for countywide participation. This is different from departmental agreements established by departments for their own internal departmental use.

Under the Master Agreement, vendors agree to provide goods and services at specific prices for specific periods of time, in accordance with the general Scope of Work and Terms and Conditions contained in the solicitation. Purchasing estimates departmental participation under the Master Agreement and establishes an aggregated Not-To-Exceed dollar limit for the Master Agreement, obtaining Board approval as necessary.

County departments may order goods or services under the Master Agreement by means of subordinate Project Agreement, Purchase Order, Blanket Purchase Order, or SERPO, as may be appropriate under the terms of the Master Agreement. All such orders shall be processed through the County's electronic financial management system, and Purchasing shall monitor such departmental activity under the Master Agreement and advise the departments when spending approaches Agreement limits.

#### **11.2.11 Cooperative Purchasing Agreements ("Piggy-Backing")**

The Purchasing Agent shall have the authority to join with other public jurisdictions in cooperative purchasing plans, programs, or pricing agreements that the Purchasing Agent determines serve the best interest of the County. The Purchasing Agent is authorized to recommend a cooperative or "piggyback" purchase on an awarded contract for services or equipment, entered into by other governmental agencies ("Lead Agencies") through a competitive procurement process, provided the requested products or equipment requested by the County meet the technical specifications of the original contract awarded by the Lead Agency.

The Purchasing Agent may also buy directly from a vendor at prices established by a competitive procurement process conducted by another public jurisdiction and in substantial compliance with the County's Procurement policies, even if the County had not formally joined with that public agency in the cooperative purchase. The Purchasing Agent may also purchase from the United States of America, or any state, municipality, or other public corporation or agency therein.

#### **11.2.12 Inter-Governmental Agreement (IGA) / Memorandum of Understanding (MOU)**

The Purchasing Agent may execute agreements between internal County departments, between the County and other governmental agencies, or between the County and non-profit entities. In cases where the parties wish to provide services-in-kind (in lieu of monetary compensation) the MOU form of agreement is appropriate.

#### **11.2.13 Temporary Labor**

The procurement of temporary labor/staffing services must be coordinated through the County's CEO-HR (Human Resources) department to ensure compliance with special regulations, in accordance with County Code Title 3 - Personnel, Chapter 3.65 Contracting with Temporary Help Firms, et seq. *Refer to Section XIV of this manual for further information.*

#### **11.2.14 Leases**

Leases for equipment are typically executed on the vendor's forms, after review and approval by County Counsel. However, property leases are typically executed on the County's forms, with terms custom-tailored to each individual agreement. Because of the complexities involved in negotiating and drafting property lease documents, such forms are administered by Purchasing. *Refer to Section XIII of this manual for further information.*

### **11.3 Approvals**

Contract approval authority and required processes depends largely on the dollar amount and type of agreement being executed, as detailed in Section IV of this manual.

In general, the County Purchasing Agent may execute agreements up to \$200,000, while contracts over \$200,000 require Board approval. The Board may authorize the Purchasing Agent to sign them as the Board's designee, though Purchasing Agent signature is not required if the department receives contract-specific signing authority directly from the Board (County Resolution No. 2019-0129; California Government Code §25502.5).

#### **11.4. Suspension and Debarment Verification**

The County shall not enter into any agreement with a party who has been suspended or debarred from doing business with the government. Before entering into a federally funded agreement, the County must ensure the intended contractor isn't listed among the suspended and debarred individuals and businesses identified by the federal government at SAM.gov:

[https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5Bstatus%5D%5Bis\\_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL](https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL)

In addition to performing debarment and suspension checks, the County shall include language in the lease agreement that precludes business with debarred or suspended entities:

"Contractor represents and warrants, to the best of its knowledge and belief, that neither Contractor nor any of its Principals (meaning, an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state, or local government or agency, nor does it appear on any federal, state, or local government's Excluded Parties List System. Contractor shall provide immediate written notice to the County if, at any time Contractor learns that this representation was erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this agreement. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the County, the County may terminate this Agreement."

#### **11.5. Administration**

##### **11.5.1. Notices**

Purchasing 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 regarding the commencement and progress of contracts. Depending upon the peculiarities of a specific procurement, Purchasing may request the using department assign these responsibilities to a designated Project Coordinator. Any such delegation shall be made known to the contractor involved.



#### **11.5.2. Maintenance of Procurement Records**

Purchasing shall maintain a file for each contract, containing all records documenting the significant history of the contract, including all communications between the County and the contractor. In addition, such file shall include any and all documents evidencing the rationale for the method of procurement and relating to the selection of the contractor.

#### **11.5.3. Revisions**

A written revision must be issued to the contractor when the Project Coordinator deems it necessary that extra work be performed, or that certain work be omitted, or that modifications be made regarding the contract requirements. These written revisions assume that any dispute over the pricing of the contract modification have been resolved.

#### **11.5.4. Resolution of Contract Claims or Disputes**

If a dispute arises as to the payment of any additional compensation arising out of 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 potential disputes to the attention of the County 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.

The Project Coordinator shall review the notice of potential claim with Purchasing 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 Purchasing 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.

#### **11.5.5. Exercise of Options**

County contracts for the provision of goods that have been awarded pursuant to competitive bidding may allow for the option term, renewal, renewal or extension of the contract term. If the original specifications provided for such an option, the Project Coordinator shall evaluate the performance of the contractor to determine if said performance has been satisfactory, and whether there are sufficient funds in the approved operating budget for the project to be extended or renewed.

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, such may be made in accordance with those terms and conditions specified in the original contract documents.

#### **11.5.6. Warranty Repairs**

In the event that the Project Coordinator or designee 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.

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.

#### **11.5.7. Contract Expiration**

Purchasing shall provide a system of notification to advise requesting departments 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 10 working days of the notification.

The County generally seeks to avoid contracts with auto-renewal clauses, also known as ("evergreen") contracts. The automatic renewal of such contracts may result in non-compliance with established procurement rules and contract spending limit authority.

#### **11.5.8. File Disposition**

Purchasing retains procurement and contract records for the period of time prescribed in the County's Board-approved Destruction of Records Schedule,

unless such records are otherwise specifically mandated to be kept longer by the funding source for the procurement or contract (County Resolution No. 2001-510).

## **11.6. Insurance and Bonding**

For contracts subject to competitive bidding, the County may require insurance and bonding from the contractor for the County's protection in the event of default, excusable failures to perform, accident, injury, or other liability or loss. The County's competitively-bid contracts include insurance, indemnification, and bonding provisions, according to the type and estimated cost of the contract, the source of funding, market conditions, and other considerations.

### **11.6.1. Insurance**

All contracts for on-site services or 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 Dept. County approval of a contractor's insurance policies and coverages shall be a condition precedent to entering into the agreement.

### **11.6.2. Bonding**

**Bid Bonds, Performance Bonds, and Payment Bonds:** For Public Works of Improvement (construction and maintenance) projects, the principal protection of County interests in the case of default or other failure to perform shall be by means of bonds. *Refer to the "Bonding" paragraph 6.4.10 of this manual for details.*

**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 riding or driving in County vehicles, the County may require the contractor to furnish an employee fidelity bond. Such bonds provide protection for the County in cases of negligence, misconduct, or theft by contractor's employees. The coverage type and amount shall be established by Risk Management.

## **11.7. Reporting**

Board of Supervisors' approval is required for any contract or agreement where total cumulative compensation exceeds \$200,000. Each budget cycle departments shall provide a report to the Board identifying contracts greater than \$200,000, and

between \$100,000 and \$200,000, that have not already been approved by the Board of Supervisors for the term of the contract. Such reportable contracts are those where the threshold parameters are met by including all payments made by an individual department within a rolling 3-year period, consisting of the current fiscal year plus the two previous fiscal years, and where there has been no break in contractual services for over six months (County Resolution No. 2019-0129, prior Resolution Nos. 2006-58 and 2011-174).

Departments are provided an opportunity to seek Board approval for these contracts as part of the budget document and agenda item connected to each budget cycle. The budget cycle agenda item is a mechanism for reporting and seeking Board of Supervisors' approval for contracts as identified above and does not replace or circumvent the County procurement and approval processes, such as RFP and bid requirements.

## **SECTION XII:**

### **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 to supplement the policies and regulations set forth elsewhere in this Manual.

#### **12.1      General**

The following concepts are fundamental to the County's vendor relationships:

Vendors should be directed to make their initial contact through an appointment with Purchasing, and shall be received promptly and courteously. However, if deemed necessary or beneficial by the Purchasing Agent, interviews for specific needs may be arranged with representatives of other County departments.

GSA-Purchasing is available to meet with vendor representatives between 8:00 a.m. - 5:00 p.m. Monday through Friday, excluding holidays. Vendors shall be encouraged to request appointments in advance.

The County shall avoid vendor "back door" selling, which is an attempt to get a customer department to specify to Purchasing a specific brand, product, or supplier, to the exclusion of legitimate competition:

- Customer department requests for information from a vendor should be handled by Purchasing. In cases where the required technical detail or preliminary information make it advisable for others to handle the request, Purchasing should be sent copies of all correspondence, including any proposals or quotations.
- Product demonstrations and/or samples for tests will be requested and arranged by Purchasing.
- The Purchasing Agent shall not make, nor be asked to make, unreasonable or unnecessary demands on suppliers.
- 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 return of such goods at the bidder's expense.

- 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.
- Customer departments shall not request or expect contractors to perform pre-purchase design, demonstrations, layouts, or presentations at no charge, as such services cannot be considered by Purchasing when making an award.
- When pre-purchase services are necessary, such services shall be purchased separately from any purchase of equipment, supplies, or services. Contact Purchasing for assistance in advance of procuring pre-purchase services.
- 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.

## **12.2 Bidder Lists**

Bidder lists shall be maintained by Purchasing, organized by commodity or service classifications. Such lists may be in an electronic database format accessible to direct application and self-certification by interested business enterprises. All business enterprises seeking to do business with the County are responsible to ensure that their information on such lists is current.

Purchasing shall refer to such bidder lists in compiling distribution lists, contacting potential vendors or suppliers, and in all other procurement activities involving solicitation of potential vendors, suppliers, contractors, or consultants. The bidder lists shall contain information concerning the qualifications and expertise of each person or firm, and the Disadvantaged Business Enterprise (DBE) status of each person or firm. In addition, such lists may contain comments and observations by County personnel concerning the person's or firm's past performance.

It is not practical nor economically feasible for the County to mail or otherwise solicit bids from all business enterprises who have requested to be placed on bidder lists. 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 online procurement opportunity postings.

## **12.3 Awards**

Purchasing will provide notification to the successful bidder when award is made, and will further ensure that the appropriate Purchase Order (Exhibit 2), and/or agreement is promptly executed. Purchase Orders may be used as a document for contract award, and will act as a working document during the life of the contract.

The County acknowledges that bidders may be interested in aspects of a bid beyond whether the bidder won the award or not. Bidders may be 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; therefore, 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. 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 Invitations For Bids (BIDs) or Requests For Proposals (RFPs).

#### **12.4 Protests and Appeals**

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

Any complaint regarding a procurement must be handled through the administrative processes defined herein. Failure to adhere to or attempting to circumvent or influence these administrative processes by contacting persons other than the Purchasing Agent or designee identified in the solicitation documents, shall result in the protestor's immediate disqualification from consideration of award.

#### **Definitions**

For the purposes of this procedure:

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

6. "Purchasing Agent" means the Stanislaus County Purchasing Agent.

### Protest Procedure

Any Interested Party may file a written protest with the Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award.

The protest shall be physically delivered or sent by registered mail to the Purchasing Agent. Emailed requests will not be honored.

The protest must be physically received by the Purchasing Agent before 5:00 PM local time on the last day of the five (5) day protest period.

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, and solicitation (RFQ/BID/RFP, etc.) number and closing date;
- c. Contain a concise statement of the grounds for protest; provided, however, RFQ/BID/RFP process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to those issues must be raised and addressed, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals; and
- d. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

### Protest Review

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.

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 parties.

Purchasing Agent decisions may be appealed in writing to the Chief Executive Officer or his/her designee(s), with a copy to the Purchasing Agent, not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. However, RFP or bid process and procedures, including evaluation criteria, shall not be proper grounds for



an appeal. A bid appeal review committee comprised of the Chief Executive Officer or designee, the Chairman and Vice Chairman of the Board shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The County may share the protest and appeal materials with other proposers and may request them to comment on the protest and appeal. 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 bid appeal review committee shall be final.

If the protested procurement involves Federal funds, interested parties may have the right to appeal to the appropriate Federal agency. When applicable, the Purchasing Agent shall give notice to the interested party that he or she has the right to such an appeal and shall identify the Federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

## **12.5 Vendor Performance**

Stanislaus County has developed many business relationships with both local and national firms. An occasional delayed shipment is to be expected; however, a vendor may be debarred from doing business with the County if that vendor continually defaults on delivery of goods or services, or whose goods and services do not conform to specifications. Bidders whose proposals are returned as undeliverable by either public or private mail carriers can also expect their name to be removed from the County's bidder lists.

A business enterprise on a bidder list may be debarred from doing business with the County by being declared "not responsible" as a result of County experience with such firm. In such case, a "not responsible" notation and the rationale therefore shall be made for that person's or firm's entry on such list. Such business enterprise may, however, remain on bidder lists, with such notation, for purposes of evaluation in the case of the County's receipt of a bid from such firm in the future.

A business enterprise may be declared "not responsible" if it is (1) slow to respond or provides unsatisfactory services and deliveries; (2) in violation of applicable federal, state, or local laws, ordinances, rules, or regulations; or (3) fails to respond to bid requests.

Before declaring an entrant on a bidder list to be "not responsible," the Purchasing Agent shall make a reasonable effort to give such firm an opportunity to correct the problem.

## **12.6 Debarment**

A business enterprise may be debarred from doing business with the County based upon direct debarment by the County as defined above, or by any other public agency, expressly the federal government and the State of California.

## **SECTION XIII:**

### **LEASES**

#### **13.1 General**

The Purchasing Agent, subject to direction by the Chief Executive Officer, may negotiate and execute in the name of the County all leases of personal property and real property that the County may require (County Code §2.24.030).

For the purposes of County policy, lease agreements and rental agreements 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 responsibility for signing a lease shall be either the County Purchasing Agent, or the Board of Supervisors, or their designee.

Real property leases are typically executed on the County's forms, with terms custom-tailored to each individual agreement. Because of the complexities involved in negotiating and drafting property lease documents, such forms are administered by Purchasing.

#### **13.2 Equipment Leases**

Leases may not be executed to circumvent regulations regarding the purchase of fixed assets. Considerable investigation must be performed before deciding to lease.

Because equipment leases are typically executed on the vendor's forms, County Counsel review of these forms is important to protect the County's interests. All such leases shall be executed by the Purchasing Agent, or designee, unless explicit authority has been granted by the Board of Supervisors naming another individual to execute a specific agreement.

#### **13.3 Real Property Leases – County as Tenant**

Departmental requests for real property leases are submitted to Purchasing along with a detailed description of departmental needs, including square footage, interior layout, parking, etc. In developing such a description, departments should consider the following:

- Number of full-time, part-time, seasonal or intern staff anticipated;
- Specialized (non-workstation) spaces, such as conference rooms, waiting rooms, interview rooms, workrooms, etc.;
- Number of visitors expected at any one time (affects space and parking capacity requirements);
- Quantity and type of security requirements;

- Clientele expected, and appropriate neighbors;
- Geographic boundaries for the anticipated function;
- Accessibility to public transportation;
- Business hours and days services will operate, and any other specialized needs; and
- Amount and source of funds proposed for monthly lease obligations and any up-front costs for tenant improvements.

Purchasing shall interface with the County's CEO-Capital Projects Department to determine if any County-owned spaces meet the requesting department's needs. If so, Capital Projects shall lead negotiations with all concerned parties. Should other departments occupy such County-owned space and will relocate, both the vacating (lessor) and occupying (lessee) departments will develop an occupancy agreement encompassing at a minimum the exact delineation of the space to be occupied by the new department, including floorplan graphics; and identify any Tenant Improvements to be completed.

If no County-owned space is available or appropriate to satisfy the department's request, Purchasing shall interface with the department's assigned CEO management consultant to obtain written consent with the concept of a new lease, communicated to both Purchasing and to the requesting department. Upon receipt of such written consent, the requesting department shall search for a suitable location, and once found, shall collaborate with Purchasing to negotiate lease terms using the Proposed New Lease Fact Sheet (Exhibit 4). Purchasing shall provide a copy of the completed Proposed New Lease Fact Sheet to both the department's assigned CEO Management Consultant and to CEO-Capital Projects.

Purchasing shall consult with Capital Projects to ensure that the proposed County location meets all requisite ADA and related safety standards prepare the lease agreement and accompanying documents. The requesting department shall prepare the corresponding agenda item for Board of Supervisors approval, if required, and shall work with CEO-Risk Management to ensure proper insurance coverage is in place. Once approved, the Purchasing Agent may sign and finalize the lease, and renewals of the lease may be re-negotiated in coordination with GSA-Purchasing.

Copies of the fully-executed agreement shall be with provided to the following:

- The requesting department's CEO Management Consultant;
- GSA-Facilities Maintenance;
- Capital Projects;
- Auditor-Controller;

- CEO-Risk Management departments; and
- Any additional parties as may be appropriate.

Once such copies of the agreement are distributed, CEO-Capital Projects and the Auditor-Controller will update the County facility inventory. GSA-Facilities Maintenance will coordinate the delivery of services as identified within the agreement.

#### **13.4 Real Property Leases – County as Landlord**

The Board of Supervisors may make contracts, acquire, lease, or sublease property by a four-fifths vote of the board, enter into leases, or concession or managerial contracts involving leasing or subleasing all or any part of county-owned, leased, or managed property devoted to or held for ultimate use for airport, vehicle parking, fairground, beach, park, amusement, recreation, or employee cafeteria purposes, or industrial or commercial development incidental thereto (Government Code §25536).

Real property leases where the County is landlord are generally subject to a competitive proposal process and require approval by the Board of Supervisors (County Code §4.24.010):

- The Board of Supervisors shall either accept the highest proposal for the proposed lease submitted in response to a call for bids posted in at least three public places for not less than fifteen days and published for not less than two weeks in a newspaper of general circulation, or reject all bids. Electronic posting may be concurrently, but not in place of, the physical posting and newspaper publication described herein.
- The proposed form of lease shall be and remain on file in the office of the Clerk Recorder for at least fifteen days prior to the opening of bids.
- Terms of lease, oral bidding, minimum rental, deposit required and any other terms of the proposal shall be provided by order of the Board of Supervisors authorizing the call for bids.

Exclusions:

- The Board of Supervisors, by a four-fifths vote of the board, may sell or lease all or any part of County-owned property if the County repurchases or leases back the property as part of the same transaction (Government Code §25536).
- Leases or licenses not exceeding 10 years and having an estimated monthly rental not exceeding fifteen-thousand dollars (\$15,000), may be excluded from the bidding procedure, except that notice shall be posted in the office of the Clerk of the Board of Supervisors, and if the lease or license involves residential property, notice shall be given to the housing sponsors, as defined

by Sections 50074 and 50074.5 of the Health and Safety Code. The notice shall describe the property proposed to be leased or licensed, the terms of the lease or license, the location where offers to lease or license the property will be accepted, the location where leases or licenses will be executed, and any county officer authorized to execute the lease or license.

- If a lease or license is excluded from the bidding procedure, the actual monthly rental in the executed lease or license may not exceed fifteen-thousand dollars (\$10,000), the term of the executed lease or license shall not exceed 10 years, and the lease or license is not renewable (Government Code §25537(b), County Ordinance 668 §1, 1998; 1075 NS §1, 1982; prior code §2-371).

GSA Purchasing shall consult with Capital Projects to ensure that the proposed County location meets all requisite ADA and related safety standards prepare the lease agreement and accompanying documents. The requesting department shall prepare the corresponding agenda item to present the new lease to Board of Supervisors for approval, and work with CEO-Risk Management to ensure proper insurance coverage is in place. Once approved, the Purchasing Agent may sign and finalize the lease, and renewals of the lease may be re-negotiated in coordination with GSA-Purchasing.

Copies of the fully-executed agreement shall be with provided to the following:

- The requesting department's CEO Management Consultant;
- GSA-Facilities Maintenance;
- Capital Projects;
- Auditor-Controller;
- CEO-Risk Management departments; and
- Any additional parties as may be appropriate.

Once such copies of the agreement are distributed, CEO-Capital Projects and the Auditor-Controller will update the County facility inventory. GSA-Facilities Maintenance will coordinate the delivery of services as identified within the agreement.

### **13.5 Tenant Improvements**

Any changes or modifications to leased facilities must be approved by the Purchasing Agent by written agreement or addendum prior to beginning the work. The requesting department shall contact the landlord and obtain an itemized cost estimate of the tenant improvements. Capital Projects shall review the requested improvements to determine whether such may be made within the limitations of State law and County policy (i.e., sole-source contractor selection; use of force account; supplement to lease agreement, etc.).

Departments involved with the lease shall identify:

- Whether the cost of Tenant Improvements and whether they will be paid up front by the County, or up front by the landlord and reimbursed by the County over the initial lease term (not to exceed five years).
- What utility services (water, sewer, electric, telephone, janitorial, maintenance and repairs, etc.) will be paid by which party. If the lease space is “multi-tenant” with other private or public parties, the departments involved shall determine how utility services are calculated, and which party is responsible for billing, collections, payment, and coordination of such utility services. Departments shall consult GSA prior to negotiation of janitorial service agreements.
- Parking arrangements and terms, such as whether off-street parking is provided with the lease, or in addition to the lease.
- Cost of the space (price per square foot), and options or extensions of the leased area.
- Term of the agreement, including effective and termination dates, renewal options, and how and when termination shall be effected.

GSA Purchasing shall prepare the lease agreement and accompanying documents. Such documents shall specify in writing of the requirement to abide by prevailing wage laws outlined by State law, and that such provisions of the California Public Contract Code, Government Code, Labor Code and Health and Safety Code apply to any project conducted on behalf of the County.

Prior to circulating for the lease for signature, GSA Purchasing shall consult with Capital Projects to ensure that the proposed tenant improvements meet all requisite ADA and related safety standards.

If the proposed tenant improvements require Board of Supervisor approval, or are otherwise in conjunction with a lease agreement that requires such approval, the requesting department shall prepare the corresponding agenda item.

Copies of the fully-executed agreement shall be with provided to the following:

- The requesting department’s CEO Management Consultant;
- GSA-Facilities Maintenance;
- Capital Projects;
- Auditor-Controller;
- CEO-Risk Management departments; and
- Any additional parties as may be appropriate.

### 13.6 Suspension and Debarment Verification

The County shall not enter into any lease agreement with a party who has been suspended or debarred from doing business with the government. Before entering into a federally funded lease agreement, the County must ensure the intended contractor isn't listed among the suspended and debarred individuals and businesses identified by the federal government at SAM.gov:

[https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5Bstatus%5D%5Bis\\_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL](https://sam.gov/search/?page=1&pageSize=25&sort=-modifiedDate&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL).

In addition to performing debarment and suspension checks, the County shall include language in the lease agreement that precludes business with debarred or suspended entities:

“Contractor represents and warrants, to the best of its knowledge and belief, that neither Contractor nor any of its Principals (meaning, an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state, or local government or agency, nor does it appear on any federal, state, or local government's Excluded Parties List System. Contractor shall provide immediate written notice to the County if, at any time Contractor learns that this representation was erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this agreement. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the County, the County may terminate this Agreement.”

## **SECTION XIV:**

### **SURPLUS DISPOSAL**

Stanislaus County is committed to the effective and efficient management of resources. To facilitate and encourage the timely disposal of surplus items such as equipment and furniture, Stanislaus County has adopted the following surplus/salvage policy.

#### **14.1 Policy**

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. The disposition of such surplus property may be made without securing bids or advertising. All proceeds from such sales shall be paid into the county treasury for the use of the county. (County Code 2.24.065, 2.24.070, 20.24.080; County Ord. CS 475 §3, 1992).

For disposition of personal property exceeding one-thousand dollars (\$1,000) per individual item, either tagged or untagged, the Purchasing Agent must obtain prior approval of the Board of Supervisors. With approval by the Board of Supervisors, notices of sales of surplus personal property shall be posted for not less than five business days preceding the day of sale in the county offices building and in the office of the Purchasing Agent, and in such other public place within the county as the Purchasing Agent may deem advisable. 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 their 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. All proceeds from such sales shall be paid into the County Treasury for the use of the County. (County Code 2.24.065, 2.24.070, 2.24.080; County Ord. CS 475 §3, 1992).

Central Services 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 by submitting a request on the Stanislaus County Inventory Transfer Record.

Thirty (30) days after circulation of the list to department heads, Central Services will submit a list of surplus materials to the Purchasing Agent or his designee, and, upon Board of Supervisor's approval for items valued above \$1,000, will proceed with the disposition of the property by one of the following methods:



- Return to manufacturer or supplier for credit;
- Trade-in on new equipment;
- Sale to the public through sealed bids;
- Sell at public auction;
- Sell for scrap value;
- Lease;
- 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; or
- Otherwise dispose of any personal property in the best interest of the County.

## **14.2 Purpose**

The procedures in this manual shall apply to disposal of all surplus property other than real property. This policy establishes a process for disposal of obsolete, damaged, scrap, or surplus equipment, materials, and supplies by redistribution within the County, sale, or other suitable action. The sale of surplus real property shall follow the policies and procedures set forth in County Ordinance §4.24.030 (Government Code §25539) and shall comply with Surplus Land Act Exemptions (Government Code 54220 et seq).

## **14.3 Salvage Procedure**

Each department should annually review all material and equipment under department control to determine its usefulness. Items sent to salvage should only be equipment for which a Department/Agency no longer has a need.

Whenever material or equipment becomes surplus or obsolete, the department head shall notify the GSA Central Services Division by completing a Stanislaus County Inventory Transfer Record (Exhibit 3), which removes items from a department's inventory and allows the Purchasing Agent to accept and properly dispose of 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.

1. The requesting department submits a completed Stanislaus County Inventory Transfer Record to the Central Services warehouse, indicating SALVAGE as the "TO" department name, and assigned Asset Number as well as the Inventory Tag Number, if applicable, in the description of the item. All salvage items should be listed, tagged, or otherwise designated.
2. The requesting department shall remove asset tags and send them to the Auditor-Controller's Office. All salvage items should be listed on the Inventory Transfer Record, whether they have asset tags or other designations. If a department is transferring large numbers of items at one time, the department may attach additional sheets to list items; however, each page must be numbered "Page \_\_\_\_\_ of \_\_\_\_\_" so Central Services can verify all pages are accounted for.
3. Upon receipt of an approved Inventory Transfer Record, GSA Central Services will

sign off on the form and give the requesting department a copy for their records. Central Services will then forward the remaining copies to Purchasing for approval, and then on to the Auditor-Controller's Office to retire the tagged assets from the requesting department's inventory.

- 4 . Once approved by the Purchasing Agent, the requesting department will contact GSA Central Services to coordinate delivery or pick up of the salvage items. If the department will bring items to the warehouse, the department must contact the warehouse to set a mutually agreeable time for drop off. Salvage items must not be dropped off at a GSA Central Services facility if no one is present to accept them and verify them against the Inventory Transfer Record. Central Services will not accept any hazardous materials; therefore, qualified GSA Facilities Maintenance Division (FMD) personnel must clear all such items that may have contained such hazardous materials. Furniture such as desks or file cabinets must be emptied before transferring them to GSA Central Services.
- 5 . For items valued less than one-thousand dollars (\$1,000) per individual item, the Purchasing Agent may sell, trade, trade in, lease, exchange, or otherwise dispose of the surplus property without prior approval by the Board of Supervisors.
- 6 . For items valued above one-thousand dollars (\$1,000) per individual item, the Purchasing Agent must obtain prior approval of the Board of Supervisors before proceeding with disposition, following the requirements outlined in 4.1 above.

#### **14.4 IT Equipment**

Before transferring a computer to CS Warehouse, Departments are responsible for contacting Information Technology Central (ITC) or the Department's internal information technology division to ensure any data stored on the computer is fully and irrevocably rendered unreadable. This is vital to protect against confidential data and to ensure that unlicensed software is not released to others.

#### **14.5 Equipment Purchased with Grant, State, or Federal Funding**

Equipment purchased with grant, State, or Federal funding, including vehicles, may have specific requirements. Departments should review these special funding programs prior to disposing of any asset purchased with grant funding.

#### **14.6 Donations**

From time to time, the County may have items that are no longer needed but could be used by a local non-profit organization. Before considering donating an item, departments must work through the Central Services Warehouse to first determine that no other departments have a need for the item. The California Constitution prohibits gifting public funds or property to private persons or entities unless a public purpose is served, and private entities are benefited only as an incident to the public purpose. (Cal. Const., art. XVI; California Housing Finance Agency v. Elliott (1976) 17 Cal.3d 575, 583.)

Requests from the general public for donation of County surplus property shall be directed to the Chief Executive Office (CEO), and shall:

- Identify the person making the request
- Identify the organization making the request
- Describe the function of the organization
- Describe the items and quantity requested
- Describe the intended use of the items requested

If the CEO has no objection to the request, it shall be forwarded to Purchasing, who shall then determine the availability, description, and value of the requested property. The item is then transferred to Central Services Warehouse using the Stanislaus County Inventory Transfer Form (Exhibit 3).

Purchasing shall verify the non-profit status of the organization and discuss such 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 donating department shall prepare a Board Agenda Item and forward such to the office of the CEO. (County Code 2.24.065)

#### **14.7 Transfer from Central Services Warehouse to a Department**

Central Services will maintain a list of equipment available to County Departments on the County's internal (intranet) website. Departments may schedule an appointment to view the items at the warehouse and arrange for pick up or delivery at that time. Using the Stanislaus County Inventory Transfer Form (Exhibit 3), the item may be transferred to the new Department. When the item is received by the department, it is the responsibility of the receiving department to asset tag the item and add it to the County inventory, if applicable. An interactive version of the Stanislaus County Inventory Transfer Form can be found on the GSA intranet page. (County Code 2.24.090)

#### **14.8 Transfer of Assets between Departments/Divisions**

Assets may be transferred from one County Department to another County Department using the Stanislaus County Inventory Transfer Form (Exhibit 3). In this situation, the asset tag is not removed, and the form is signed by the sending and receiving departments before being sent to the Purchasing Agent, and then the Auditor/Controller. The Auditor/Controller will transfer the asset on Oracle Fixed Assets.

For transfers within a department, the Stanislaus County Inventory Transfer Form (Exhibit 3) is to be given to the departmental inventory clerk. The department must change the asset key, the fund/org on the expense account and/or the location in the County inventory for each asset transferred. If the transfer is between different types of funds (i.e. Government Funds and Internal Service Funds) on the Fixed Asset system, send the Inventory Transfer Form (Exhibit 3), which has been signed by the department, to the Auditor/Controller requesting the move.

#### **14.9 Sale to the Public**

Sale of items to the public may be done through auction, bids, or sale directly to the public, in accordance with County Ordinances. All proceeds from such sales shall be paid into the County Treasury for use by the County.

#### **14.10 Disposal of Vehicles**

Disposal of Stanislaus County-owned vehicles must be facilitated by GSA Fleet Services Division, who will work directly with the Purchasing Agent. Prior to disposal of any vehicle, Fleet Services will evaluate the vehicle for usage in other County departments, in accordance with the County's Fleet Policy. This may result in transfer of the asset to another department, without compensation to the originating department. To transfer a County-Owned vehicle to Fleet Services, use the Inventory Transfer Form (Exhibit 3.)

## **SECTION XV:**

### **OTHER POLICIES AND PROCEDURES**

#### **15.1 Fixed Assets**

Fixed assets are defined by the Auditor-Controller in the Capital Asset Inventory Guidelines. Fixed asset items are recorded and tracked by the Auditor-Controller. Unless specifically exempted by the Purchasing Agent and the Chief Executive Officer, all fixed assets shall be competitively procured. The procurement process will 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 sole-source documentation.

#### **15.2 Federal Requirements**

The procurement of goods and services using federal grant funds is subject to requirements different from those ordinarily employed by the County. An overview of such federal requirements may be found in the Code of Federal Regulations (CFR), Uniform Guidance §200.318 - §200.327.

In order to preserve the County's federal grant funding eligibility, in cases where conflict exists between the County's policies of those of the non-County funding source, the more stringent of such rules and practices shall apply. This is especially important when making emergency procurements in disaster situations for which the County may apply for Federal Emergency Management Agency (FEMA) assistance. Refer to the FEMA website for additional guidance: <https://www.fema.gov/public-assistance-policy-and-guidance#>.

##### **15.2.1 Additional processes required for federally-funded procurements:**

- Different dollar thresholds for bidding processes.
- More stringent requirements for "piggyback" purchases. Such purchases are rarely allowed.
- Documented targeting of solicitations to Small/MBE/WBE/DVBE contractors (CFR §200.321).
- Documentation of awards to Small/MBE/WBE/DVBE contractors.
- Inclusion of references to specific federal laws and acts.
- Inclusion of specific language in solicitations and contracts.
- Mandatory procurement of recovered materials (CFR §200.322).
- Encouraged use of federal excess and surplus property in lieu of purchasing new equipment and property, whenever feasible,
- Encouraged use of Value Engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

- Development of an internal independent cost estimate before receiving bids or proposals (CFR §200.323(a)).
- Mandatory detailed cost or price analysis for procurements beyond the Federal Simplified Acquisition Threshold (CFR §200.323(a)).
- Profit must be negotiated separately for agreements where no competition exists (CFR §200.323(b)).
- All federally-funded procurement and contract records must be made available for funding/awarding agency or pass-through entity review (CFR §200.324).
- Contracts must contain the applicable provisions described in Appendix II to CFR Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards (CFR §200.326, and Appendix II to Part 200).

#### **15.2.2 Processes prohibited in federally-funded procurements:**

- Geographical (i.e., Local) Vendor Preferences, or otherwise limiting solicitations or competition geographically.
- Negotiated (no-bid) agreements.
- Time & Materials (T&M) agreements without ceiling spending limits or when other types of agreements would be more suitable.
- Cost-plus-percentage-of-cost agreements, under any circumstances (CFR §200.323(d)).
- Brand Name product specifications without identifying product qualities and including “or equal” language.
- Continuing non-bid work under an “emergency” premise after the urgency has past, rather than bidding out the continuing work separately.

Individual federal agencies may impart additional unique requirements beyond those listed above or found in the CFRs. For this reason, it’s important that County departments check with the appropriate federal agency for such details when planning the procurement process.

### **15.3 Environment & Recycling**

Stanislaus County encourages innovation and efficiency improvements. By adopting environmentally-friendly purchasing practices, the County can reduce its environmental impact, reduce costs and liabilities, and improve environmental quality.

#### **15.3.1 Purpose**

This policy outlines the County’s preference for environmentally-friendly products, showcases the County’s environmental stewardship, and directs County departments to practice environmental sustainability to the extent possible. The primary goals are to minimize environmental impacts and promote the purchase of recycled and environmentally-preferred products that:

- Conserve natural resources and materials;

- Reduce the consumption of space in landfills; and
- Increase employee awareness that many used items can serve an additional purpose.

### **15.3.2 General Policies**

Whenever feasible, each department should make every reasonable effort to purchase and use recycled products or with recycled content, to the extent such use does not adversely affect health, safety, operational efficiency, or effectiveness, as determined by each department. Nothing in this policy shall be construed as requiring the purchasing of products that do not perform adequately or are not available at a reasonable price.

Departments will review purchasing specifications and contract requirements, and where feasible, will revise such specifications and contract requirements to encourage the use of recycled products and other environmentally-preferred products. Departments shall consider the ability of a product and its packaging to be reused, reconditioned, or recycled. Departments should purchase products which minimize waste and toxic by-products in their manufacturing, use, recycling, and disposal processes.

The County shall phase in Green Seal-certified restroom cleaning products at all County-occupied buildings, replacing previously purchased non-green products.

### **15.3.3 Recycled Product Preference**

Whenever the Purchasing Agent, or designee, purchases services, supplies, materials, and/or equipment for the County through the use of competitive process, including quotes, bids, and proposals, for evaluation purposes a five-percent (5%) price preference may be given to recycled products, reusable products offered as alternatives to disposable products, and products designed to be recycled, where they are offered as alternatives to non-recyclable products. The Recycled Product Preference does not apply to bids conducted jointly with other public agencies, nor when prohibited by state or federal statutes or regulations, or as may otherwise be exempted.

When bid submissions are evaluated, a five percent (5%) Recycled Product Preference shall be deducted from the total dollar amount bid by vendors on competitive quotes and bids that contain recycled or reusable products, and from the total evaluated aggregate proposal score obtained by such vendors.

The total amount of Recycled Product Preference granted in a single bid shall not exceed five-thousand dollars (\$5,0000) over a non-recyclable products vendor. The award shall be made at the full price of the quote, bid or proposal.

In the case of an absolute tie and no other tie-breaker policy is applicable, an award will be made to the recyclable/reusable products vendor. In the case of a

tie between recyclable/reusable products vendors, and no other tie-breaker policy is applicable, the award will be determined by lot.

For federally-funded procurements, the use of recovered materials shall be mandated in accordance with CFR §200.322.

#### **15.3.4 Coordination with other Local Governments**

To the greatest extent feasible, the County will cooperate with neighboring governmental agencies in an effort to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, and products designed to be recycled.

#### **15.3.5 IT Equipment**

Preference shall be given to electronic products that:

- Have Bronze registration or higher under the Electronic Products Environmental Assessment Tool (EPEAT), or which meet similar energy efficiency standards;
- Are Energy Star-rated or meet similar energy efficiency standards.

#### **15.3.6 Promotion**

County business cards, letterhead stationery, envelopes, business forms, and other documents should use recycled products for where feasible. Such items should be labeled "Printed on Recycled Paper" to promote the use of post-consumer content. In addition, County mailings and publications should be printed using non-toxic inks.

All County offices and Departments should promote the recycling of office waste paper by providing recycling bins for employees use. The Solid Waste Division of the Department of Environmental Resources is responsible for the weekly collection and removal for recycling of such office waste paper, including confidential and cardboard waste.

### **15.4 Electronic Procurement (E-Procurement) and Electronic Signatures**

Pursuant to the requirements set forth in Government Code §16.5, the Purchasing Agent or his/her designees shall be authorized to develop, implement, and facilitate procedures for the use of electronic records, digital signatures, and security procedures for all other purposes, and may authorize methods, means, and standards for secure electronic procurement transactions for non-personnel expenditures of County funds. This includes conducting all or some of the procurement function over the Internet through point, click, buy, and ship Internet technology, as well as conducting more complicated competitive procurement solicitation, submittal, communication, and evaluation processes online. When mentioned throughout this Policy Manual, the term "written" does not preclude the use of an electronic format.



The use of a digital signature shall be at the County's option, and shall have the same force and effect as the use of a manual signature only if it embodies all of the following attributes:

1. It is unique to the person using it.
2. It is capable of verification.
3. It is under the sole control of the person using it.
4. It is linked to data in such a manner that if the data are changed, the digital signature is invalidated.
5. It conforms to regulations adopted by the Secretary of State.

(Government Code §16.5).

### **15.5 Temporary Help**

The County may contract with temporary help firms for assistance during any peak load, temporary absence, or emergency other than a labor dispute, provided the such contract is determined to be in the best interest of the County. Use of such temporary help shall be limited to a period not to exceed 90 days for any single peak load, temporary absence, or emergency situation (Government Code §31000.4, County Ord. CS 1158 §3.65, 2015).

#### **Process**

1. Departments obtain pricing for temporary help services, following the competitive procurement thresholds identified within this Policy Manual.
2. Departments enter a requisition into the CEO-Human Resource's system (currently NEOGOV).
3. If CEO-HR approves the request, the department may then create a purchase requisition, identifying the CEO-HR (NEOGOV) requisition number and CEO-HR's approval reason.
4. The department sends a copy of the CEO-HR (NEOGOV) approval to Purchasing as back-up documentation.
5. Purchasing issues the Purchase Order to the department, including the following language: "Services provided under this Agreement shall be in accordance with County Code Title 3 - Personnel, Chapter 3.65 Contracting with Temporary Help Firms, et seq.".

### **15.6 Compliance with Accessibility/ADA Laws**

Stanislaus County is a local agency subject to Title II of the Americans with Disabilities Act. As such, the County is required to comply with the requirements of Title of the ADA. Title II requires State and local governments to make their programs and services accessible to persons with disabilities. While many individuals with disabilities are able to

take part in various government programs and activities without any accommodations, for many others their disabilities combined with environmental obstacles impose significant barriers to an equal opportunity to participate. The ADA protects the civil rights of people with disabilities against discrimination on the basis of disability. Title II of the ADA outlines the ways in which environmental, communication, and policy barriers must be addressed by Stanislaus County and those who enter into contracts with the County. (American with Disabilities Act of 1990, Title II)

Proposers with a disability may receive accommodation regarding the means of communication and participating in the procurement process. Proposers with a disability should contact Purchasing's designated Point of Contact as identified in the solicitation documents to request reasonable accommodation no later than the deadline for accommodation requests as detailed in the solicitation.

## SECTION XVI:

### GLOSSARY OF PROCUREMENT TERMS

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

**A/E (ARCHITECTURAL & ENGINEERING) SERVICES:** Professional services that require performance by a registered architect or engineer that are associated with research, planning, development, design construction, alteration or improvement of a public project as defined in the California Public Contract Code.

**ADVERTISE:** To make a public announcement or legal notice of a solicitation with the aim of increasing the response and enlarging the field of competition; often required by law or policy.

**AGREEMENT:** An understanding, usually in writing, between two or more competent parties, under which one party agrees to perform as defined in the agreement and the second party agrees to pay compensation for the performance in accordance with the conditions of the agreement. The terms *Agreement* and *Contract* are frequently used synonymously. Also see *CONTRACT*.

**AMENDMENT:** 1. An agreed addition to, deletion from, or correction or modification of a document or contract. 2. To revise or change an existing document; a formal revision, improvement or correction.

**AUCTION:** A public sale in which property or items are sold to the highest bidder.

**AWARD:** The acceptance of a bid or proposal; the presentation of a purchase agreement or contract to a bidder or offer or.

**BEST PRACTICE:** A business process, activity or operation that is considered outstanding, innovative or exceptionally creative by a recognized peer group. It may be considered as a leading-edge activity that has been successfully adopted or implemented and has brought efficiency and effectiveness to an organization. It may result in improved productivity, quality, reduced costs and increased customer service.

**BID:** A solicitation made to potential vendors/contractors requesting costs to provide supplies, equipment, materials and labor. A bid may be classified as “formal” or “informal”. Also refers to the proposal submitted by a bidder in response to a solicitation. Sometimes the complete set of bid solicitation documents may be referred to as “the Bid”. See also *INVITATION FOR BIDS*.

**BID BOND:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw

their bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay the specified amount.

**BID, INFORMAL:** A competitive bid, price quotation, or proposal process for goods or services that is conveyed verbally, by letter, fax, e-mail or other manner, that does not require a formal sealed bid or proposal, public opening, or other formalities. Used where price is the primary decision factor. This term is also used by the Public Contracting Code to refer to the less-rigorous sealed bidding process applicable to Public Works of Improvement projects valued below \$200,000 (PCC §22032(c)).

**BID, INVITATION FOR:** A competitive sealed bidding process, and complete assembly of related documents (whether attached or by reference) furnished to a prospective bidder for the purpose of bidding.

**BID, FORMAL:** Broadly refers to sealed bidding and RFP processes in general; however, the Public Contracting Code uses this term specifically for the more rigorous competitive sealed bid process reserved for Public Works of Improvement projects valued at or above \$200,000 (PCC §22032(c)). See also *FORMAL PROCUREMENT*.

**BID OPENING:** The official process in which sealed bids are opened, usually in the presence of one or more witnesses, at the time and place specified in the invitation for bid. The amount of each bid is recorded and bids are made available for public inspection. It may be open to the public. Note: Electronically submitted bids are automatically sealed until the bid date. A bid tabulation or bid summary is provided to all respondents within a reasonable time frame.

**BID, SEALED:** A competitive procurement process by which bidders respond to an Invitation for Bid (IFB) by submitting a sealed price proposal that is only opened on the date and time identified in the solicitation. Award is made to the lowest-priced bidder who is both responsive (conforming with material bid requirements) and responsible (competent and otherwise qualified to perform under any resulting contract).

**BIDDER LIST:** A listing of names and addresses of vendors from whom bids, proposals or quotations can be solicited. The list is generally retained in a retrievable electronic data base.

**BIDDING, COMPETITIVE:** The process of inviting and obtaining bids from competing sources in response to advertised competitive specifications, by which an award is made to the lowest-priced “responsive and responsible” bidder meeting the specifications. The process contemplates giving potential bidders a reasonable opportunity to bid, and requires that all bidders be placed on the same plane of quality. Each bidder must bid on the same advertised specifications, terms, and conditions in all the items and parts of a contract. The purpose of competitive bidding is to stimulate competition, prevent favoritism, and secure the best goods and services at the lowest practicable price, for the benefit of the agency. Competitive bidding cannot occur where contract specifications, terms, or conditions prevent or unduly restrict competition, favor a particular supplier, or increase the cost of goods or services without providing a

corresponding benefit to the agency.

**BID TABULATION:** A summary of all bids received based upon bid evaluation criteria, such as price and other terms, applicable to determining the best value or lowest responsive and responsible bid. It lists each bidder and their applicable bid information.

**BID PREFERENCE:** Where allowed, procurement laws mandating that bid prices for a preferred class of bidders be given special consideration when comparing their bid prices with those of other bidders not in the preferred class (i.e., local vendors may be given a bid preference over out-of-state vendors).

**BLANKET PURCHASE ORDER (BPO):** An agreement to purchase a given quantity of specific goods over a specified period of time, usually one year.

**BUYER:** The Purchasing Agent or designated Purchasing staff.

**CAN:** Permissive (discretionary) form of action.

**COMPETITIVE PROCUREMENT:** Any procurement process leveraging competitive market forces through the solicitation of offers, either directly by the County, or by another agency when using Cooperative Agreements.

**COMMODITY:** Goods consisting of supplies, materials, and equipment.

**CONSTRUCTION:** The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement.

**CONSULTING SERVICES:** Services of an advisory nature required to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in-house or from within the entity.

**CONTRACT:** A legally binding promise, enforceable by law; an agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations. The terms “contract” and “agreement” are synonymous. The term “contract” includes, but is not limited to, a purchase order, a contract for services, an addendum or change order, a letter agreement, or a memorandum of understanding. A contract may also include leases, revenue generating contracts and other forms of agreements as applicable to the County. Also see *AGREEMENT*.

**CONTRACT ADMINISTRATOR:** County employee responsible for contract administration activities to assure full compliance with all of the terms and conditions contained within the contract document, including price. The term may include project manager, program manager, and other designated staff.

**CONTRACT AWARD:** Final agreement on the terms and conditions of a contract between the County and Vendor/Contractor as authorized by the Board of Supervisors or its designee(s). See also *NOTICE OF INTENT TO AWARD*.

**CONTRACT EXTENSION:** An action to change and extend a contract termination date pursuant to a provision in the scope of work and upon written mutual agreement by both parties. Reasons for a contract extension include: an excusable delay, a contractor's acceptable performance record, unused allocated funding, or agency need for continued service until a new contract is in place. Extension should be based on sound legal advice so as to avoid challenges by other interested vendors. A contract extension is not the same as a contract renewal.

**CONTRACT RENEWAL:** A renewal clause allows an agreement to continue for a defined period if the existing agreement isn't renegotiated within a specified time measured from the expiration of the current contract. The term of renewal depends on the specific contract language, but such clauses generally provide that the contract shall be automatically renewed for the same period (or some lesser term) unless either party, at some stipulated and predetermined time (i.e., 60 days before expiration), gives notice to the other of its desire to end the agreement.

**CONTRACTOR:** Any manufacturer, supplier, vendor, contractor, or individual doing business by contract with the County.

**CONTRACTUAL SERVICES:** Services which for reasons of specialized equipment, volume, or scope of work could not satisfactorily be performed by County forces. These include electric power, gas, telephone, guard service, and 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.

**COOPERATIVE PROCUREMENT / COOPERATIVE PURCHASING:** 1. The action taken when two or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits. 2. A variety of arrangements whereby two or more public procurement units purchase from the same supplier or multiple suppliers using a single IFB or RFP. 3. Cooperative procurement efforts may result in contracts that other entities may "piggyback."

**COUNTY:** Stanislaus County, a government agency.

**COUNTY EMPLOYEE:** 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.

**DEBARMENT:** 1. To prohibit a seller/contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

**DELEGATED PURCHASER:** Authorized or appointed individuals who are delegated authority under the entity's rules and procedures that allow them to make small dollar purchases on behalf of the agency.

**DELEGATION OF AUTHORITY:** The conferring of actual authority by someone who has actual authority, to another person, in order to accomplish a task.

**DESIGNEE:** A duly authorized representative.

**DIGITAL SIGNATURE:** An electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature. Provides the ability to execute a signature electronically via the Internet.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE):** A for-profit small business concern where socially and economically *disadvantaged* individuals own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.

**DISADVANTAGED INDIVIDUALS:** In federally-funded procurements, bidders may be eligible if they are a member of a group of persons the funding agency considers as disadvantaged, which may include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Pacific Americans, or other minorities found to be disadvantaged by the U.S. Small Business Administration (SBA). Persons who are not members of one of the above groups and own and control their business may also be eligible if they establish their "social" and "economic" disadvantage. People with disabilities have disproportionately low incomes and high rates of unemployment, and therefore may also be considered socially and economically disadvantaged. A determination of whether an individual with a disability meets DBE eligibility criteria is made on a case-by-case basis by the funding agency.

**DISPOSITION:** Transferring, trading-in, selling, recycling, destroying, or otherwise discarding of items that are excess property, surplus property, or scrap.

**ENERGY STAR:** A voluntary energy efficiency labeling program derived from a partnership between the U.S. Environmental Protection Agency and the U.S. Department of Energy. ([www.energystar.gov](http://www.energystar.gov))

**EPEAT:** Electronic Product Environmental Assessment Tool. The bronze, silver and gold ratings represent that at least all minimum established environmental performance standards have been met. ([www.epeat.net](http://www.epeat.net))

**EQUIPMENT:** Major items such as tools, equipment, furnishings and fixtures that are not expendable except through depreciation or wear and tear and which, although they may be fixed or positioned in prescribed places, do not lose their identity or become integral parts of other items or installations.

**ENVIRONMENTALLY PREFERABLE PURCHASING:** Environmentally Preferable Purchasing (EPP) is an attempt to address environmental challenges by taking advantage of government's vast purchasing power to create strong markets for environmentally friendly products and services. EPP is also known as *Green Purchasing*.

**E-PROCUREMENT (Electronic Procurement):** Conducting all or some of the procurement function over the Internet.

**FORMAL BID:** (See BID, FORMAL)

**FORMAL PROCUREMENT:** A structured, written procedure to solicit bids, proposals, or statement of qualifications, requiring a written document officially noticed to the public, and distributed as widely as possible with specific instructions regarding due date and format for written responses; may include an evaluation and selection process.

**GOODS:** Any and all consumable supplies, materials and tangible property acquired by the County other than services or real property. Also see *COMMODITY*.

**GRANT:**

1. A transfer of Federal or State Government funds to State or local governments to support or stimulate programs authorized by federal or state laws, to accomplish objectives that are locally defined and managed under a broad federal or state program.
2. The furnishing of assistance by a jurisdiction whether financial or otherwise, to any person to support a program authorized by law; does not include an award whose primary purpose is to procure supplies, services or construction.

**GREEN SEAL:** An independent non-profit environmental labeling organization ([www.greenseal.org](http://www.greenseal.org)).

**INFORMAL BID:** Often referred to as "getting quotes", this is a competitive process used for good and services where price is the primary decision factor, but is less structured than the sealed bid process. Under the PCC, this term also refers to the less-stringent requirements for getting sealed bids for Public Works of Improvement projects valued below \$200,000 (PCC §22032(c)). See also *Request For Quotation*.

**INFORMATION TECHNOLOGY (IT):** An all-encompassing term that refers to the devices used for creating, storing, using, or exchanging information, and to the design and practical application of the devices themselves.

**INVITATION FOR BID (BID):** Refers to both the process and the complete collection of documents used to solicit competitive or multi-step sealed bids. A formal solicitation method where price is the determining factor after it has been determined the bidder offer meets the minimum specifications of the solicitation and the bid is both responsive and responsible.

**LEASE:** A contract by which one party (lessee) enters into a contract with a second party



(lessor) for possession and use of an asset (property or equipment) for a specified period of time at a predetermined cost. The benefits of leasing are: Obsolescence can be minimized or eliminated; Avoidance of large capital outlays; Maintenance problems may be reduced; The Lessee's working capital is not consumed and may be utilized for other projects.

**LEASE-PURCHASE AGREEMENT:** A lease in which the lease payments are applied, in whole or in part, as installment payments for equity or ownership upon completion of the agreement.

**LEASE RATE:** The periodic rental payment to a lessor for the use of assets. (Alternative definition: The implicit interest rate in minimum lease payments.)

**LEGAL NOTICE:** A public notice required by law, ordinance or executive order. Generally placed in a newspaper of general circulation or may be posted on a web-site, magazine or other media, depending on the specific legal requirements.

**LESSEE:** The user of equipment or property being leased.

**LESSOR:** The party to a lease agreement who has legal or tax title to the equipment or property, grants the lessee the right to use the equipment or property for the lease term, and is entitled to receive the rental payments.

**LOWEST-PRICED RESPONSIVE AND RESPONSIBLE BIDDER:** The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents.

**MAINTENANCE:** The upkeep of property that doesn't add to its permanent value appreciably, but instead keeps it in an efficient operating condition.

**MATERIAL:** A raw or partially-processed substance from which something is made or can be made, such as building materials, metals, paper, plastic, etc.

**MAY:** Permissive (discretionary) form of action.

**MULTIPLE AWARD CONTRACTS:** Contracts awarded to more than one supplier for comparable supplies and services. Awards are made for the same generic types of items at various prices. Usually the result of aggregated line item bids of similar product categories.

**MULTI-YEAR CONTRACT:** A procurement contract that extends for longer than one year.

**MUST:** Imperative (non-discretionary) form of action.

**NOTICE OF INTENT TO AWARD:** Final agreement on the terms and conditions of a contract between the County and Vendor/Contractor as authorized by the Board of Supervisors or its designee(s). See also *CONTRACT AWARD*.

**OPTION TO RENEW:** A contract provision that allows a party to reinstate the contract for an additional term, beyond that stated in the original contract, in accordance with contract terms.

**PAYMENT BOND:** An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to pay subcontractors and suppliers. A financial or contractual instrument, issued by a surety, that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include: cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit. Payment bonds are also known as Labor and Materials Bonds.

**PERFORMANCE BOND:** An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed.

**PIGGYBACK AGREEMENT (PIGGYBACK COOPERATIVES):** A form of intergovernmental cooperative purchasing in which a government entity will be extended the pricing and terms of a contract entered into by another government entity. Generally, a larger entity will competitively award a contract that will include language allowing for other entities to utilize the contract, thereby gaining economies of scale that they normally would not receive if they had competed on their own.

**PREVAILING WAGE RATE:** The mandatory wage rate, including fringe benefits, paid to workers on Public Works of Improvement projects above \$1,000 in a geographic area for the identified type of work as established by the California Department of Industrial Relations (DIR).

**PROCUREMENT:** Purchasing, renting, leasing, or otherwise acquiring any materials, equipment, supplies, services, or construction. Also included are all activities related to obtaining the above items, such as functions that pertain to the acquisition, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration. Also includes the combined functions of purchasing, inventory control, traffic and transportation, receiving, inspection, storekeeping, salvage and disposal operations.

**PROCUREMENT CARD / PURCHASING CARD (P-CARD):** A payment method whereby internal customers (requisitioners) are empowered to deal directly with suppliers for purchases using a credit card issued by a bank or major credit card provider. Generally, a pre-established credit limit is established for each card issued. The Auditor Controller's Office managed the P-Card program and policies for the County of Stanislaus.

**PROPOSAL:** The assembly of documents provided by a contractor 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 pricing involved.

**PROTEST:** A written objection by a bidder or potential bidder to a solicitation or award of a contract, with the intention of receiving a remedial result.

**PUBLIC BID OPENING:** The process of opening and reading bids at the time and place specified in the solicitation and in the presence of anyone who wishes to attend. Electronic bid submittals are sealed until the deadline for submitting bids. In lieu of a public opening, bids are tabulated into a summary and electronically distributed to bidders and publicly made available on the County's website for transparency.

**PUBLIC NOTICE:** An announcement made by a public agency concerning a solicitation or other information of general public interest. Public notices are usually placed on a website and in a newspaper of general circulation or circular, magazine or other vehicle of general publication.

**PUBIC WORKS OF IMPROVEMENT:** Construction, reconstruction, erection, alteration, renovation, demolition, maintenance, and repair work paid for in whole or in part out of public funds. May include pre-construction activities such as inspection and land surveying. (Labor Code §1720-1743)

**PURCHASE:** All forms of acquisitions of supplies, materials, equipment, and services, including rental, lease, or lease purchase.

**PURCHASE ORDER (PO):** A written document issued by Purchasing to a vendor stating all terms and conditions of the proposed transaction, or referring to such terms and conditions as may exist in an accompanying contract. A PO in and of itself is a legal and binding contract.

**PURCHASE REQUISITION (PR):** A document created by a requestor authorizing the commencement of a purchasing transaction. PRs include a description of the need and other information relative to the transaction.

**PURCHASING AGENT:** The Office of the Purchasing Agent of Stanislaus County, as established by Stanislaus County Ordinance §2.247.010, and the official appointed to such office to be in charge of procurement, who is authorized to enter into contracts and is responsible for oversight of all associated procurement programs.

**PURCHASING AUDIT:** A comprehensive, systematic, independent, and periodic examination of an organization's purchasing environment, objectives, strategies, and activities with a view toward identifying strengths and weaknesses, including a plan of action to improve purchasing performance.

**QUOTE:** A price proposal for goods or services. See also REQUEST FOR QUOTATION.

**REGULATION:** A statement by a governmental body to implement, interpret, or prescribe law or policy, or to describe organization, procedure, or practice, often in accordance with an administrative procedures act.

**REMOVAL:** The permanent disbarment of a firm from doing business with the County.

**REQUEST FOR INFORMATION (RFI):** A non-binding method whereby a jurisdiction publishes via newspaper, internet, or direct mail or email its need for input from interested parties for an upcoming solicitation. A procurement practice used to obtain comments, feedback or reactions from potential suppliers (contractors) prior to the issuing of a solicitation. Generally, price or cost is not required. Feedback may include best practices, industry standards, technology issues, etc.

**REQUEST FOR PROPOSAL (RFP):** A competitive procurement process used where non-price factors weigh heavily. Also refers to the complete assembly of related solicitation documents issued by the County to prospective contractors for the purpose of presenting a proposal.

**REQUEST FOR QUOTATION (RFQ):** An informal competitive procurement process used for goods or services where there is a well-defined need and price is the primary decision factor. Also refers to the complete assembly of related solicitation documents issued by the County to prospective contractors for the purpose of presenting a price proposal. Generally used for small orders. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance, and reliability.

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RF-SOQ):** A formalized competitive procurement process used for specialized professional services, such as architectural and engineering, where the proposer's qualifications are the most important decision factor. Price is never part of the SOQ selection process, but rather is negotiated with the highest-ranked firm after evaluations are completed. May also be used to obtain statements of the qualifications of potential development teams or individuals (i.e. consultants) to gauge potential competition in the marketplace, prior to issuing a Request for Proposals

**REQUISITIONER:** The specific individual in a County department who initiates a Requisition/Store Issue. It may also refer to the department represented by the specific individual.

**RESPONSIBLE BIDDER:** A vendor/contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required.

**RESPONSIVE BIDDER:** A vendor/contractor, business entity or individual who met all of the requirements of the solicitation with their bid proposal.

**SERVICE PURCHASE ORDER (SER-PO):** A specialized type of Purchase Order issued for services.

**SCOPE OF SERVICES:** Written contractual language describing the work a contractor shall perform, usually including such things as a narrative, drawings, tables, timelines, goals, and deliverables. Implemented at the time of contract negotiation, it is typically based on the scope of work from the competitive solicitation that led to the resultant contract. See also SCOPE OF WORK.

**SCOPE OF WORK:** A detailed, written description of the conceptual requirements for a project. It is developed at the beginning of the procurement cycle, as a written description of the County's needs and desired outcomes for the procurement, and becomes the basis for any resulting solicitation. The scope of work should establish a clear understanding of what is required by the County, and generally becomes part of the resulting contract. It defines what will be done, how, by whom, and cost, and may include such things as a narrative, drawings, tables, timelines, goals, and deliverables. See also SCOPE OF SERVICES.

**SEALED BID:** See BID, SEALED.

**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.

**SERVICE/SERVICES CONTRACT:** 1. An agreement calling for a contractor's time and effort. 2. The furnishing of labor, time, or effort by a contractor or vendor, which may involve to a lesser degree, the delivery or supply of products.

**SHALL:** Imperative (non-discretionary) form of action.

**SINGLE-SOURCE:** A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available. See also SOLE SOURCE.

**SOLE-SOURCE:** A situation where only one manufacturer, distributor, supplier, or service provider can provide the required goods and/or services, resulting in the selection of that one particular supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability. Requires a completed Sole Source justification form. See also *SINGLE SOURCE*.

**SOLICITATION:** An invitation for bids, a request for proposals, request for qualifications, telephone calls, or any document used to obtain bids or proposals for the purpose of entering into a contract.

**SOURCING:** The identification and selection of the supplier whose costs, qualities, technologies, timeliness, dependability, and service best meet the organization's needs.

**SPECIFICATION:** A precise description of the physical or functional characteristics of a product, good or construction item; a description of goods and/or services; a description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified product lists and samples.

**STANDARDIZATION:** The adoption of a single product or group of products to be used by different organizations or all parts of one organization.

**STATEMENT OF QUALIFICATIONS (SOQ):** A proposer's response provided to the County's competitive solicitation request. May also be used to collectively refer to the complete assembly of related solicitation documents (whether attached or by reference) issued by the County to prospective contractors for the purpose of presenting a proposal. See also REQUEST FOR STATEMENT OF QUALIFICATIONS (RF-SOQ).

**SUPPLIES** - Those products, often of a minor nature, which are used outright and which are generally consumed through use.

**SURPLUS:** 1. Overstocked quantity of goods that exceeds the County's needs. The overstocked goods may be returned to the vendor, sold at auction or disposed of in a method acceptable to the entity. 2. Goods or materials that are obsolete or no longer needed by the agency and are designated for disposal.

**SUSPENSION:** The temporary removal of a firm's name from Bid Lists and disqualification of that firm from doing business with the County for a specified period of time.

**TERM CONTRACT:** A contract in which a source of supply is established for a specified period of time.

**USER:** The requisitioner or the County department which ultimately utilizes a product or service.

**VALUE ENGINEERING:** A systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lowest cost. Typically required in larger federally-funded construction projects.

**VENDOR:** Any manufacturer, supplier, vendor, contractor, or individual doing business by contract with the County

**WAIVER OF BIDS:** A process, usually statutory, whereby a government purchasing office may procure items without formal bidding procedures because of unique circumstances related to that particular action. For example, bids are waived for emergency purchases due to a threat to the public safety.

**WILL:** Imperative (non-discretionary) form of action.

## **SECTION XVII:**

### **EXHIBITS**

1. Justification for Sole Source/Sole Brand
2. Purchase Order
3. Stanislaus County Inventory Transfer Record
4. New Lease Fact Sheet



## **PURCHASING AND SALVAGE POLICY UPDATES**

### **JUNE 14, 2022**

#### ■ Reasons for Updates:

- Added language for suspension and debarment checks per Civil Grand Jury recommendations and County response (BOS Resolution 2021-0436, Case #21-14GJ, Annual Financial Audit Report for the Fiscal Year ending June 30, 2020).
- Integrated Salvage Policy into the Purchasing Policy document, renaming it the Purchasing and Salvage Policy.
- Added Surplus Land Exemption reference per private counsel recommendation.

#### ■ Summary of Changes

- Title Page
  - Updated to reflect new Board approval date.
  - Added Purchasing Agent and Purchasing Manager's names.
  - Changed title to include reference to Central Services and Salvage.
- Table of Contents
  - Updated page numbers as appropriate.
- Section I: Introduction
  - Renumbered Paragraphs & Sub-Paragraphs.
  - Inserted language concerning salvage operations, starting with Paragraph 1.2. (Pages 5-7).
- Section II: Ordinance Code of Stanislaus County
  - Added County Ordinance and State Gov't Code references to existing surplus/salvage Paragraphs 2.7, 2.8, 2.9, and 2.10 (pages 10-11).
- Section XI: Contracts
  - Added Suspension and Debarment Verification language provided by private counsel to Paragraph 11.4 (page 66), and renumbered subsequent paragraphs.
- Section XIII: Leases
  - Added Suspension and Debarment Verification language provided by private counsel to Paragraph 13.6 (page 81).



- Section XIV: Surplus Disposal
  - Integrated existing Salvage Policy, condensed for conciseness (pages 82-86).
  - Added/renumbered Paragraphs.