

PLACER COUNTY

PURCHASING POLICY MANUAL

Adopted by the
Board of Supervisors
pursuant to Chapter 2, Section 2.440
of the Placer County Code



**DEPARTMENT OF
ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
DIVISION**

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TABLE OF CONTENTS

	Page
INTRODUCTION	6
REFERENCE SUMMARY	7
1.0 CENTRALIZED PROCUREMENT	
1.1 Objectives.....	8
1.2 Competitive Procurement - General	8
1.3 Exceptions to Competitive Process.....	11
2.0 CONTRACT APPROVAL REQUIREMENTS	
2.1 Board of Supervisors Approval Required	15
2.2 Board of Supervisors Ratification Required	16
2.3 Purchasing Agent Approval Required	17
2.4 CEO Approval Required.....	17
3.0 COMPETITIVE SEALED BIDDING	
3.1 Definition	19
3.2 Conditions for Use	19
3.3 Public Notice.....	19
3.4 Specifications	20
3.5 Vendor List	21
3.6 Bidding Documents.....	21

TABLE OF CONTENTS

	Page
3.7 Form of Bid.....	23
3.8 Bid Security.....	23
3.9 Receipt of Bids.....	24
3.10 Bid Opening.....	24
3.11 Correction or Withdrawal of Bids.....	24
3.12 Bid Evaluation.....	25
3.13 Bid Evaluation of Blanket Purchase Orders.....	27
3.14 Reservation to Reject Bids and Re-Bid.....	27
3.15 Bid Award.....	28
3.16 Cancellation of Bid Award.....	29
3.17 Public Notice of Award.....	29
4.0 COMPETITIVE SEALED PROPOSALS	
4.1 Definition.....	30
4.2 Conditions for Use.....	30
4.3 Public Notice.....	31
4.4 Form of Proposal.....	31
4.5 Evaluation Factors.....	31
4.6 Discussions with Offerors and Revisions to Proposals.....	33

TABLE OF CONTENTS

	Page
4.7 Award Process.....	33
4.8 Requests for Qualifications	34
5.0 PUBLIC PROJECTS	
5.1 Definition of a Public Project.....	36
5.2 Excluded Expenditures from Public Projects.....	36
5.3 Public Project Bid Levels.....	36
5.4 Advertising.....	36
5.5 Plans, Specifications and Working Details	37
5.6 Public Contract Code Definition of Informal and Formal Bid Procedures.....	37
6.0 SMALL PURCHASES	
6.1 Conditions for Use	38
6.2 Delegated Purchases Up To And Including \$2,500.00.....	38
6.3 Procurement Purchases Up To And Including \$2,500.00.....	38
6.4 Purchases Between \$2,500.01 and \$24,999.99	38
6.5 Oral Quotations	38
6.6 Written Quotations	39

TABLE OF CONTENTS

	Page	
7.0	NEGOTIATED CONTRACTS	
7.1	Purchase or Lease.....	40
7.2	Blanket Purchase Orders	40
8.0	DEPARTMENTAL INFORMATION	
8.1	Requisitioning Process	41
8.2	Definition of Purchasing Methods	46
8.3	Unauthorized Purchases	47
8.4	Quality Control	48
8.5	Manufacturer’s Warranties.....	49
8.6	Special Receiving Assistance.....	49
8.7	Vehicle Registration and Licensing	50
8.8	Failure to Comply with the Purchasing Policy Manual.	50
8.9	Protest Appeals Notification	50
9.0	ETHICAL STANDARDS FOR PURCHASING ACTIVITIES	
9.1	Policy Statement	51
9.2	Discovery of an Actual or Potential Conflict of Interest.....	51
9.3	Vendor Ethics.....	52
10.0	PROTESTS AND APPEALS	
10.1	Protest Requirements	53

TABLE OF CONTENTS

	Page
10.2 Grounds for Protest	53
10.3 Administrative Review.....	53
10.4 Stay of Procurement Action During a Protest.....	54
10.5 Remedies Prior to an Award	54
10.6 Remedies After an Award.....	54
11.0 DEBARMENT OF VENDORS FROM CONSIDERATION FOR AWARDS	
11.1 Causes for Debarment	56
11.2 Other Actions	57
12.0 TRANSFER, SALE OR DISPOSAL OF SURPLUS PERSONAL PROPERTY	
12.1 Notification of Surplus Personal Property	58
12.2 Listings of Surplus Personal Property.....	58
12.3 Disposal of Surplus Personal Property.....	58
12.4 Prohibition Against Purchase by Employees	58
12.5 Trade-in Allowance on Purchase of Personal Property	59
12.6 Surplus Property Disposition of Proceeds	59
12.7 Advertising Sale of Personal Property	59
13.0 GLOSSARY.....	60
14.0 INDEX	66

INTRODUCTION

The purpose of this Purchasing Policy Manual, which has been approved by the Board of Supervisors, is to set forth how purchasing activities are to be conducted in Placer County. It applies to all County employees. Failure of a County employee to comply with this Manual could result in disciplinary action.

Placer County employs centralized procurement to provide best value purchasing through fair and open competition conducted by trained and dedicated purchasing professionals. The Procurement Services Division, Department of Administrative Services (Procurement), is responsible for the purchase of supplies, equipment and services for the County unless otherwise excepted by ordinance or this manual.

Procurement is responsible for providing leadership and guidance so that County purchasing policies and procedures are followed to maintain consistency in procurement processes and compliance with federal, state and local laws. Procurement will provide leadership and guidance in all phases of material utilization, including acquisition, storage, distribution, re-utilization, disposal and when requested, will assist departments in setting appropriate inventory levels for all items warehoused to minimize costs associated with ordering, storing and distributing goods.

Procurement will also assist departments in all matters relating to pre-requisition investigation of possible supply sources and alternative product examinations, specification preparation, inspection and receiving practices, quality control, order follow-up and materials expediting, and the enforcement of the terms and conditions of purchase orders issued by the Division. Procurement will assist departments in determining the appropriate method of acquisition of their equipment needs, which may include leasing or financing.

Finally, Procurement will provide guidance and leadership to ensure County purchasing processes promote a competitive, fair and impartial environment throughout Placer County's vendor community.

REFERENCE SUMMARY

TOPIC	SECTION
1. Departments	
a. Must plan annual requirements and consolidate orders for similar items	8.1(a)(6)
b. May generally make direct purchases up to and including \$2,500.00	8.2(c)
c. May make direct emergency purchases	8.2(d)
d. May make direct confirming purchases with prior approval from Procurement	8.2(e)
2. Procurement Services Division	
a. May generally approve contracts up to and including \$50,000.00	2.3
b. May use an informal competitive process to make purchases under \$25,000.00 that are not part of a public project	6.4
c. Must use a formal and competitive sealed bid or competitive sealed proposal process to make purchases of \$25,000.00 or more (certain exceptions)	3.0, 4.0
3. Consultant/Professional Services	
a. Professional Services may be exempted, under specific circumstances, from competitive processes	1.3(a)
b. Consultant services estimated to cost <u>less</u> than \$25,000.00 may be awarded upon conclusion of an informal competitive interview process	4.2
c. Consultant services estimated to cost \$25,000.00 or more must generally be awarded as a result of a competitive sealed proposal process	4.2
4. Requisitions Requiring Special Approval, including, but not limited to, the following:	8.1.7
a. Construction, including building improvements and manor maintenance	
b. Copy machine rental	
c. Information Technology Equipment, software, and related training	
d. Telecommunication equipment (radios, telephones, etc.)	
e. Fixed assets	
f. Vehicles	

1.0 **CENTRALIZED PROCUREMENT**

It is Placer County's intent to minimize the total cost associated with the acquisition and management of materials, supplies, equipment, and services by purchasing competitively and wisely. Central to this goal is the hiring and training of purchasing professionals who are specially skilled in and dedicated to the business of purchasing. Vendors and the general public may look to a professional, centralized purchasing staff for information and for assurance that the County's purchases are being handled properly and economically.

1.1 Objectives

- (a) To provide increased economy in County procurement activities and to maximize the purchasing value of public funds.
- (b) To provide and maintain safeguards to insure the quality and integrity of the procurement process.
- (c) To insure the fair and equitable treatment of all persons who deal with the County's procurement system.
- (d) To procure the right material of the right quality and in proper quantity at the right time from the proper source.
- (e) To reduce the overhead cost of buying goods and services by improving business processes whenever possible.
- (f) To seek purchasing savings by consolidating requirements and making volume purchases.
- (g) To promote a system of standardization throughout the County to secure materials at minimum cost for all departments.
- (h) To streamline supply for departments by providing for direct delivery whenever practical.

1.2 Competitive Procurement - General

- (a) The County is committed to a program of purchasing competitively and wisely. Departments are forbidden to artificially divide purchase requisitions to circumvent any competitive bidding requirement. In addition, no

department or employee shall draft or cause to be drafted any specifications in such a manner as to limit the bidding directly or indirectly to any one specific vendor, or any specific brand, product, thing, or service, except for those items that are approved as exempt from competitive bidding requirements or are approved as sole source purchases as provided for under Section 1.3 Exceptions to Competitive Process and Section 3.4(b) Restrictive Specifications of this manual. The Procurement Services Division shall ensure that such competition is obtained from responsible vendors, and the materials bought through such competition are properly suited to the job intended, both as to price and quality.

- (b) Except as otherwise provided for in this manual or by law, contracts and purchases in the amount of \$25,000.00 or more will be made by sealed bid procedure. Sealed bids shall be opened and read at a specified time and shall be retained in the electronic or paper bid file.
- (c) Where the dollar volume involved is less than \$25,000.00, Procurement may request informal quotations in lieu of the more expensive formalized methods referenced in Sections 3.0 and 4.0.
- (d) Procurement is authorized to make purchases from other public agencies without seeking competitive bids and may use Joint Powers Agreements, Cooperative Purchasing programs, Pooling Agreements, and other recognized types of agreements used by government to combine agency requirements for purchases. The prices paid must, however, be competitive with comparable products offered in the marketplace. These types of purchases shall be made after due consideration has been given to Placer County goods, services and supplies pursuant to the provision of Placer County Charter, Section 608(a).
- (e) Except as otherwise provided by law, the Purchasing Agent may reject all bids received under an Invitation for Bid if he determines that the price, terms or surrounding circumstances of the bid are such that an award of such bid would not be in the best interests of the County (reference Section 3.14).
- (f) Pursuant to Section 608(a) of the Placer County code and, in part, in recognition of the sales tax that is apportioned to Placer County as a result of sales made by businesses located within the County, a local preference credit of 5%, but not cumulatively greater than \$5,000.00, for Placer County businesses shall be permitted when evaluating competitive bids for supplies, equipment, materials and services that are not part of a public project. In evaluating competitive sealed proposals, the 5% local preference credit, computed from the local vendor's raw score, shall be added to the total score

of each qualified local vendor. For the purpose of this section, a vendor qualifying for local vendor preference must meet all of the following criteria:

- (1) The local business shall have established a place of business within Placer County at least six (6) months prior to publication of the call for bids.
- (2) Where state sales tax will be paid for the purchase, the local business must possess a valid resale license from the State Franchise Tax Board evidencing the business' local address within Placer County and that payment of the local share of the sales tax goes to either a city within Placer County or to Placer County. If the local business has more than one office in the State of California, the office located in Placer County shall be the point of sale credit for the purpose of sales tax calculation.
- (3) The local business, with business and/or real property tax due to Placer County, has paid such tax to Placer County for the most recent tax year. This provision shall not apply to businesses that were not established at that time or where no taxes were due.

In order to qualify for the local preference authorized by this section, the vendor seeking such preference shall be required to submit with its bid a Local Vendor Preference Affidavit which demonstrates compliance with the provisions of this section or have filed a Local Vendor Preference Affidavit with the Procurement Services Division prior to the bid due date. The statement shall be on a form provided by the County Procurement Services Division and shall be signed under penalty of perjury. Any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on Placer County products and services for a period of one (1) year.

- (g) Although elections materials are exempt from competitive bidding pursuant to Section 1.3(b) of this Purchasing Manual and State law, the Elections Department will keep records that show price comparisons and may, at the option of the Registrar of Voters or without placing the security or conduct of an election at risk, attempt to secure the best prices for elections-related materials, commodities and services of election items. The Registrar of Voters is encouraged to use the services of the Procurement Services Division for items that are non-election sensitive when possible. No provision of the Purchasing Policy Manual is to be interpreted to direct that the purchase of election materials, commodities and services must be processed through the

Procurement Services Division and be subject to the normal competitive bidding process, as specified by current State law.

- (h) The County will actively encourage suppliers to offer recycled products that meet the County's performance requirements. Pursuant to Resolution 92-119, a preference of 10% will be given to quotations for products meeting the definition of recycled product cited in California Public Contract Code Section 12301 (c), 12301 (d) and 12305
- (i) **Invoice Payment Policy.** The County will make payment on a net 30-day basis unless a cash discount is allowed. The payment term shall begin on the date the merchandise is delivered, inspected and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.
- (j) Except and unless as otherwise required by State or federal law as a contracting or procurement obligation or as a condition of the receipt of State or federal funds, the County shall not require a contractor on a County public project to execute or otherwise become a party to a project labor agreement as a condition of bidding, negotiating, award or performance of the public project.

Nothing in this subsection shall be construed as prohibiting private parties that may perform work on County public projects from voluntarily entering into project labor agreements or engaging in activity protected by law.

For the purposes of this subsection, a "project labor agreement" shall mean any pre-hire, collective bargaining or similar type agreement entered into with one or more labor organizations, employees, or employee representatives that establishes the terms and conditions of employment on a County public project. (Per Placer County Board of Supervisors Resolution 2010-234)

1.3 Exceptions to Competitive Process

County employees must always strive to purchase competitively and wisely; however, except as otherwise directed by law, or as directed by the Board of Supervisors, County Executive, or Procurement, competitive bidding is not required for the following purchases:

- (a) Wherever State law expressly authorizes execution of professional services contracts without competitive bidding or for expert and professional services which involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience such as but not limited to: accountants, physicians, social service consultants, labor consultants, investigators, attorneys, architects, surveyors and engineers;
- (b) Procurement actions authorized and necessarily incurred in the preparation for, and conduct of elections as described in The State of California Election Code Section 13001, and amended per Assembly Bill No. 783, Chapter 714.
- (c) Legal brief printing, stenographic services, and transcripts;
- (d) Books, publications, subscriptions, recordings, motion picture films, and annual book and periodical contracts;
- (e) Goods or services obtainable:
 - (1) From any other governmental agency and owned or provided by such other governmental agency, or
 - (2) From any other governmental agency which has a contract with a vendor which allows such other governmental agency to acquire such property or services and resell them to other governmental agencies, or
 - (3) From any private vendor which has an agreement or contract with another public agency and such private vendor produces satisfactory documentation that:
 - (i) such other contract is currently then in effect, and
 - (ii) such agreement or contract was let through a competitive process, such as competitive written bids, request for proposals, informal quotations or competitive evaluations such as the California Multiple Award Schedule (CMAS), for such items, and
 - (iii) such items to be acquired by the County of Placer are of comparable description and quality as the items described in such other governmental contract, and
 - (iv) the price of such items to be acquired by the County of Placer is not greater than that specified in such other governmental contract;
- (f) Property or services the price of which is fixed by law;
- (g) Construction equipment rental;

- (h) Automotive and heavy equipment repairs;
- (i) Information technology, telecommunications, and reprographic parts, services and equipment, software, installation, maintenance and training except as otherwise directed by law.
- (j) Proprietary drugs and pharmaceuticals, medical supplies and equipment;
- (k) Training, seminars, or classes;
- (l) Sole source procurement, defined as an award for a commodity or service which can only be purchased from one supplier, usually because of its technological, specialized, unique character or proprietary nature;
- (m) Emergency purchases necessary when unforeseen circumstances require an immediate purchase in order to avoid a substantial hazard to life or property or serious interruption of the operation of a County department, or the necessary repair of County equipment or heavy equipment required for the operation of a County department;
- (n) When the Purchasing Agent or his/her designee determines that making a specific purchase without competitive bidding is reasonably necessary for the conduct of County business;
- (o) When the Purchasing Agent or his/her designee determines that it is in the best interest of Placer County to renew a contract award from the previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of County business and/or based on good business sense;
- (p) When the product/services are needed by the County pending a bid award, contract renewal or bid protest action and a contractor agrees to provide such product/services at the same contract price as a previous award, or at revised price that reflects changes in applicable governmental indexes since the beginning of the current contract period, until a new contract has been awarded. Such interim period contracts shall not normally exceed ninety days, or until resolution of a bidder's protest;
- (q) Recycled products which fall within the 1 year test exemption (Resolution 92-119).

- (r) Purchases of commodities and services from public and private non-profit corporations operating work centers for the handicapped pursuant to Welfare Institutions Code Sections 19403 and 19404.

2.0 **CONTRACT APPROVAL REQUIREMENTS**

Whenever the Purchasing Agent forwards a matter to the Board of Supervisors for their approval or ratification, the matter may be placed on the Consent Agenda except where the recommendation is for an award to other than the low bidder or where the matter is unusual. The following policies set forth the requirements for submitting purchasing-related matters to the Board of Supervisors for approval, ratification or information.

2.1 Board of Supervisors Approval Required

- (a) All contracts required by law to be approved by the Board of Supervisors;
- (b) Contracts, including purchase orders and blanket purchase orders, for professional or consultant services costing more than \$50,000.00;
- (c) Contracts, including purchase orders and blanket purchase orders, for purchase of supplies, materials, construction projects, or equipment costing more than \$50,000.00 (also, reference Section 5.0, Public Contracts);
- (d) Contracts for rental/lease or lease-purchase of real property, equipment or computer software for a period exceeding one year, or for one year or less costing more than \$50,000.00;
- (e) Joint powers or cooperative purchasing agreements for purchases of more than \$50,000.00;
- (f) Any change order or alteration to a Board of Supervisors' approved contract for a public project as defined by the Public Contract Code 20142 that exceeds:
 - (1) \$5,000.00 if the total amount of the contract does not exceed \$50,000.00; or
 - (2) Ten percent of the amount of any contract which exceeds \$50,000.00 but does not exceed \$250,000.00; however,
 - (3) For contracts whose original cost exceeds \$250,000.00 the extra cost for any change or addition to the work so ordered shall not exceed \$25,000.00, plus 5% of the amount of the original contract cost in excess of \$250,000.00. In no event shall any such change or alteration exceed \$150,000.00.

- (4) Change orders to public project contracts that do not exceed the limits set forth in Public Contract Code Section 20142 may be signed by the Department Director or his or her designee, or the Purchasing Manager.
- (g) Change orders, alterations or addenda to a Board of Supervisors' approved contract that changes or amends the contract in an amount that is greater than ten percent or \$50,000.00;
- (h) Transfers of surplus personal property, having an individual current value of more than \$2,500.00 to a non-profit corporation established for charitable or educational purposes, or another governmental jurisdiction, unless otherwise prohibited by law;
- (i) Sale or lease of surplus personal property having an individual value of more than \$2,500.00.
- (j) In the case of an emergency which requires immediate action that precludes bidding in accordance with the requirements of the Public Contract Code, the Board must find, by a four-fifths vote that the emergency will not permit a delay resulting from a competitive solicitation for bids. In accordance with the Public Contract Code, Section 22050, (b) the Board delegates this authority to the Purchasing Agent, the Director of Public Works and the Director of Facility Services provided that the Purchasing Agent or responsible department director reports to the Board at its next meeting pursuant to Section 22050 of the Public Contract Code.

2.2 Board of Supervisors Ratification Required

- (a) Any change order to construction contracts not requiring Board of Supervisors approval must be summarized and submitted by the approving department head when the project is completed.
- (b) Change orders to construction contracts requiring Board of Supervisors approval, but approved by the County Executive Officer or the administering department because of emergency, damage, decay, or where the public interest would suffer by delay, shall be submitted by the administering department at the next regularly scheduled Board meeting.
- (c) Emergency purchases exceeding \$5,000.00 must be submitted by the responsible department at the next regularly scheduled Board meeting.

- (d) Rejection of all bids or cancellation of bid solicitations of more than \$50,000.00. In the event of a re-bid that is more than \$50,000.00, the rejection of all bids will be addressed when the results of the new bid are submitted to the Board.

2.3 Purchasing Agent Approval Required

The Purchasing Agent or his/her designee may approve and sign the following:

- (a) All contracts, including purchase orders and blanket purchase orders that are \$50,000.00 or less.
- (b) Any contract for the purchase of personal property or services having a value of \$50,000.00 or less.
- (c) Change orders, alterations, or addenda to a Board of Supervisors' approved contract other than a contract for a public project that changes or amends the contract for up to ten percent or \$50,000.00, whichever is less, provided the change does not adversely affect the integrity of the bid award.
- (d) Purchases involving a trade-in of less than \$10,000.00 (GC25503).
- (e) Contracts for consultant, professional or personal services for \$50,000.00 or less.
- (f) Any contract for the rental/lease or lease-purchase of equipment or software for a period of one year or less, costing \$50,000.00 or less.

2.4 CEO Approval Required

- (a) The County Executive Officer at his / her discretion may, on behalf and in the name of the County of Placer, retain firms or individuals to provide expert advice or assistance with studies, investigations, litigation, audits, surveys, or planning associated with ongoing County operations when, in the County Executive Officer's judgment, the expertise required is not possessed by personnel employed by the County, or existing workload of County personnel qualified for the work precludes assignment of the work, or a third party opinion is desirable. Such experts shall be retained at negotiated usual and customary fees, and no contract by which the County Executive Officer retains such an expert shall provide for or authorize fees greater than \$50,000.00, with the exception of contracts for environmental impact reports.
- (b) The County Executive Officer may sign contracts for environmental impact reports (EIR) for projects which obligate expenditures of County funds for

County projects up to the limit authorized by California Government Code Section 25502.5. Refer to the Placer County Environmental Review Ordinance, Section 18.20.020 and California Government Code Section 25502.5 for the appropriate authority and current contracting limit.

3.0 **COMPETITIVE SEALED BIDDING**

3.1 Definition

Competitive sealed bidding is a method of procurement which requires:

- (a) Issuance of an Invitation for Bids with a purchase description including acceptance criteria and all contractual terms and conditions applicable to the procurement;
- (b) Public opening of bids at a pre-designated time and place;
- (c) Unconditional acceptance of a bid without alteration, correction, or negotiation, except as authorized in this manual or the Public Contract Code; and
- (d) Award to the responsive and responsible bidder who has submitted the lowest bid that meets the requirements and criteria set forth in the Invitation for Bids.

3.2 Conditions for Use

Except as noted in this section and Sections 1.3 and 7.0, contracts for the purchase of personal property or personal services estimated to cost \$25,000.00 or more shall be awarded by competitive sealed bidding.

- (a) If specifications, purchase descriptions, available sources, the time and place of performance, and other relevant circumstances are not appropriate for the use of competitive sealed bidding, then the Purchasing Manager may specify the use of informal bidding procedures (Section 6.0) or competitive sealed proposals (Section 4.0).
- (b) The Purchasing Manager may also approve informal bidding procedures (Section 6) if a purchase is so urgent that time does not permit an Invitation for Bids process.
- (c) Public Projects shall be bid in accordance with this section and in accordance with Section 20150 et. seq. of the Public Contract Code (reference Section 5.0, Public Projects).

3.3 Public Notice

Public notice of the Invitation for Bids shall be given not less than ten calendar days prior to the opening of bids. At minimum, a notice shall be conspicuously

posted in the Procurement Services Division's office. Notices may also be posted on the County's website or other public locations.

The public notice must specify the place where bidding documents may be obtained, and the time and place for receipt of bids.

For Public Projects advertising requirements, reference Section 5.4.

3.4 Specifications

(a) Preparation of Specifications

Specifications:

- (1) Shall not be prepared to exclude all but one type or kind, except where permitted by law.
- (2) Shall be clear, definite and concise to enable prospective bidders a basis on which to submit proposals.
- (3) Shall describe the minimum features or for a minimum level of quality needed for the intended use, except in cases where additional or enhanced features or the level of quality are essential for some future consideration or result in an overall economic advantage to the County.
- (4) Shall describe performance requirements if possible, rather than formulation, description or design.
- (5) Should address lifecycle costs in order to minimize the County's overall investment.
- (6) Shall be framed to permit free and full competition to the maximum extent possible under the attendant circumstances.

Direct vendor involvement in the specification development process at the department level is prohibited. Departments are encouraged to consult with Procurement for assistance in developing specifications.

(b) Restrictive Specifications

Specifications should enable open competition from many bidders. While it may not be practical to prepare specifications in a manner that every conceivable manufacturer or service provider could competitively bid, the

Department must be able to demonstrate a sound reason for any restrictive specifications. Procurement shall make the final determination on the acceptability of specifications to be included in any bid.

(c) Other Considerations

Specifications must state whether aspects other than cost will be considered in awarding the contract, e.g., results of product testing, length and terms of any warranty provisions, reliability and maintenance costs, repurchase value, or residual value of the equipment after a specified number of years where the residual value can be objectively ascertained.

3.5 Vendor List

All vendors who desire to provide goods or personal services to the County may do so by maintaining active status on the Procurement Services Division Vendor List. Procurement shall maintain the vendor list, register on this list all vendors who apply to do business with the County, and notify appropriately registered vendors of competitive bidding opportunities.

3.6 Bidding Documents

(a) Copies of Bidding Documents

- (1) Bidders may obtain complete sets of bidding documents from the Procurement Services Division or other source designated in the bid announcement for the non-refundable price, if any, as set forth in the Invitation for Bids.
- (2) The County, in making copies of the bidding documents available does so only for the purpose of obtaining bids for the specified commodities or services and does not confer a license or grant permission for any other use.

(b) Interpretation or Correction of Bidding Documents

- (1) Bidders shall promptly notify the Procurement Services Division of any inconsistency or error which they may discover upon examination of the bidding documents or of the site and local conditions.
- (2) Bidders requiring clarification or interpretation of the bidding documents shall contact the Procurement Services Division in writing or by e-mail not less than five working days prior to the date for receipt of

bids, or as specified in the Invitation for Bids. Bidders shall not contact other County departments for clarification or interpretation of bidding documents unless directed by Procurement or by the bidding documents.

- (3) Any interpretation, correction or change to the bidding documents shall be made by written addendum issued by Procurement. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

(c) Alternate Bids

- (1) The materials, products and equipment described in the bidding documents establish a minimum standard of required function, dimension, appearance and quality to be met. Materials offered as “equal” to the materials specified must meet the minimum specifications. It shall be the bidder’s responsibility to demonstrate the merit of the proposed “equal”.
- (2) Proposed “equals” may be awarded based on the sole judgment of the County.

(d) Addenda to Specifications

- (1) Addenda will be distributed to all who are known by the Procurement Services Division to have received a complete set of bidding documents.
- (2) Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose.
- (3) No addendum will be issued later than four calendar days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.
- (4) Each bidder shall be responsible for ascertaining prior to submitting a bid that they have received all addenda issued.
- (5) Signed addenda shall be submitted by bidders in order to receive award consideration unless otherwise indicated in the bid document.

3.7 Form of Bid

- (a) To receive consideration, bids shall be made on the forms provided by the County and in the manner set forth in the Invitation for Bids.
- (b) Bidders shall use complete sets of bidding documents in preparing bids. The County will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
- (c) Late bids shall not be accepted.
- (d) Each bid must be signed by an authorized representative of the vendor and include the legal name of the bidder and the signer's title. Electronic Bids that are submitted through the County's E-Bid System are considered signed by virtue of the Bidder's use of their unique login and password which enables their use of the system.
- (e) Bidders shall not change the bid form nor make additional stipulations on the bid form which are not consistent with the provisions of the bid documents.

3.8 Bid Security

A bid guarantee in the form of a bid bond or bid deposit (certified or cashier's check) made payable to the Placer County Treasurer may be required to protect the County in the event the awarded bidder does not execute the contract or furnish the required performance or payment bonds. A required bid bond or bid deposit must be submitted with the bid, and be in the amount as specified in the Invitation for Bids.

In the event an otherwise low bidder is allowed to withdraw a bid due to claim of error, the County may retain the bid guarantee to offset its costs of administrative handling of the bid. The bid guarantee of the lowest bidder shall be retained until the contract has been executed and approved and any performance or payment bonds and required proof of insurance provided, at which time the bid guarantee will be released, except where forfeited. The bid guarantees of the second and third lowest responsible bidders may also be held by the County until the contract has been fully executed and required proof of insurance is obtained from the low bidder. The bid guarantees submitted by all other unsuccessful bidders shall be returned to them as soon as practical following the evaluation of bid responses and their bid bonds shall be of no further effect.

3.9 Receipt of Bids

Formal Bids may be received electronically, via a secure E-Procurement system which prevents Procurement staff from viewing the responses until the deadline specified in the Invitation for Bids. Bids may also be received in hard-copy form, and must be sealed in an envelope by the bidder and submitted prior to the date and time specified in the Invitation for Bids. Bids which are received in hard-copy form must not be left unattended and must be promptly time-stamped and deposited unopened in a locked bid drawer. Late bids shall not be opened and shall not be considered under any circumstances. A late bid envelope shall be date-stamped, copied and promptly returned unopened to the bidder accompanied by a letter from Procurement notifying the bidder that the bid was received late and was not considered. A copy of the rejected bid envelope and the letter shall be retained in the bid file.

3.10 Bid Opening

All bid openings shall be administered by the Purchasing Agent or designee and all bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. Each bid, together with the name of the bidder, shall be recorded and a summary shall be conspicuously posted in the Procurement Services Division for at least thirty calendar days after opening. After bid opening, the County assumes no responsibility over the confidentiality of bid information unless specifically stated otherwise in the Invitation for Bids.

3.11 Correction or Withdrawal of Bids

- (a) In any request or decision involving a bid mistake, correction or withdrawal, Procurement staff shall consult with County Counsel. Except as otherwise specified in Section 5100 of the Public Contract Code, correction or withdrawal of inadvertently erroneous bids before or after bid opening may be permitted only if such correction or withdrawal is not prejudicial to the interest of the County or fair competition.
- (b) Hardcopy bids or proposals may be modified or withdrawn by written notice signed by a person who is authorized to sign contracts on behalf of the bidder and received by the Procurement Services Division prior to the date and time set for the submittal deadline. Oral, facsimile or e-mail corrections or withdrawals shall not be permitted.
- (c) Bids or proposals submitted through the County's E-Bid system may be modified or withdrawn through the E-Bid system until the submittal deadline.

- (d) Mistakes in bids detected during or after bid opening may not be corrected by the bidder except:
 - (1) A bidder may be permitted to correct a material mistake that, if not corrected, would cause such bidder to have the low bid. The mistake must be clearly evident from examining the bid document; for example, arithmetical errors. However, a bidder shall not be permitted to correct a bid for errors of judgment.
 - (2) An otherwise low bidder may be permitted the opportunity to furnish other information called for by the Invitation for Bids and not supplied due to oversight, so long as it does not affect the price of the contract and does not give a bidder an advantage or benefit not enjoyed by other bidders.

The Purchasing Agent or designee shall maintain complete and sufficient records of evidence used to establish an error and intended price. Records of bid withdrawals shall also be maintained to ensure there is no abuse of the competitive bidding process. All decisions to permit the correction of bid mistakes and the withdrawal of bids shall be made in writing by the Purchasing Agent or designee and retained in the bid file.

3.12 Bid Evaluation

Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria affecting price shall be objectively measurable, such as discounts, transportation costs and life cycle or total ownership costs. The Invitation for Bids shall set forth the evaluation criteria to be used. No criteria may be used in a bid evaluation that are not set forth in the Invitation for Bids.

Examples of evaluation criteria that may be used include:

- (a) Total bid price, including any trade discounts, prompt pay discount of ten (10) days or more, unit price, and other cost factors specified in the Invitation for Bids;
- (b) Local vendor preference (reference Section 1.2(f));
- (c) General reputation, knowledge, and experience of bidders based on references or prior performance;

- (d) Hourly rates for specified personnel;
- (e) Evaluation of the bidder's ability to service the County;
- (f) Financial responsibility of the bidder;
- (g) Needs and requirements of the County as stated in the Invitation for Bids;
- (h) Experience with the products involved;
- (i) Nature and extent of company data furnished upon request of the County;
- (j) Quality of merchandise offered;
- (k) Product appearance, workmanship, finish, taste, feel and results of product testing;
- (l) Overall completeness of product line offered;
- (m) Bidder's ability to meet delivery and stocking requirements;
- (n) Delivery or completion date;
- (o) Maintenance costs and warranty provisions;
- (p) Repurchase value or residual value of equipment after a specified number of years where the residual value can be objectively ascertained;
- (q) Availability of product or service required;
- (r) Compatibility with County's current equipment/products;
- (s) Availability of sales representatives and/or service representatives;
- (t) Maintainability and reliability.

The Purchasing Agent shall maintain complete and sufficient records of bid evaluations to ensure there is no abuse of the competitive bidding process. All reasons for making the award recommendation shall be made in writing by the Purchasing Agent or designee and retained in the bid file.

3.13 Bid Evaluation of Blanket Purchase Orders

Since it is sometimes difficult to competitively bid blanket purchase orders based on costs because of the breadth of the commodity line or the unavailability of firm quantities, other criteria may be used, such as:

- (a) Geographic location or distance of the vendor from the requesting department;
- (b) Size of inventory as an indicator of the breadth of the commodity line (availability);
- (c) Delivery capacity;
- (d) Acceptance of phone orders;
- (e) Time it takes to fill an order;
- (f) Consolidated invoices;
- (g) Discounts or margins;
- (h) Representative labor, job or parts costs;
- (i) Maintenance of accounting/billing information.

Award of blanket purchase orders shall always be to the most responsive and responsible vendors based on the most verifiable and pertinent evaluation criteria.

Under certain conditions, blanket purchase orders may be negotiated (reference Section 7.2).

3.14 Reservation to Reject Bids and Re-Bid

Every bid must be carefully examined to determine whether it contains a material variance. Any bid which contains a material variance must be rejected. A test of material variance is a variance which gives the bidder a substantial benefit or advantage not enjoyed by the other bidders. When necessary, Procurement shall consult with County Counsel.

The County may:

- (a) Reject an otherwise lowest bid when it is determined that another bid is more advantageous to the County;
- (b) Reject a bid not accompanied by any required bid security or by other data required by the bidding documents;
- (c) Reject a bid which is in any way incomplete, irregular, amplified, unqualified, conditional or otherwise not in compliance with the bid documents in all material respects;
- (d) Waive any informality, irregularity, immaterial defects or technicalities in any bids received; and/or
- (e) Cancel an Invitation for Bids or reject all bids because of the following reasons:
 - (1) Inadequate or ambiguous specifications;
 - (2) Specifications must be revised;
 - (3) Supplies or services are no longer needed;
 - (4) Change in County requirements;
 - (5) All bids are deemed unreasonable;
 - (6) Bids were not independently arrived at or were submitted in bad faith;
 - (7) A determination is made that all the necessary requirements of the bid process have not been met;
 - (8) Insufficient competition;
 - (9) For other reasons which indicate the cancellation or rejection of all bids is clearly in the best interest of the County.

The Purchasing Agent shall maintain complete and sufficient written records of bid rejections and cancellations to ensure that there is no abuse of the bidding process. All reasons for rejecting a bid shall be retained in the bid file.

3.15 Bid Award

If the County decides to award a contract, the County generally must award the contract to the lowest responsible and responsive bidder whose bid best meets the

requirements and criteria set forth in the Invitation for Bids. The County may award a contract based on bid evaluation criteria other than lowest bid price if the Invitation for Bids stated the evaluation criteria that would be applied and such award is in the best interest of the County. In the event the awarded bidder fails to perform or such bidder's bid is authorized to be withdrawn, the County may award a contract to the next lowest responsible and responsive bidder that will best meet the needs of the County.

3.16 Cancellation of Bid Award

Failure on the part of the successful bidder within the time allowed to execute the contract, furnish an acceptable performance bond, or comply with any other requirement imposed prior to execution of the contract shall be considered just cause for cancellation of the award and forfeiture of the bid security, not as a penalty, but in liquidation of certain damages sustained. Contract award may then be made to the next lowest responsible and responsive bidder, the call for bids re-advertised, or such other action taken as deemed appropriate by the County.

3.17 Public Notice of Award

The Purchasing Agent shall maintain a year-to-date summary of all awards of Invitation for Bids and make it available for public inspection. Notice of the availability of the summary shall be conspicuously posted in the Procurement Services Division. The summary shall, at a minimum, include the date of the award, the contract numbers, the vendors, the contract amounts, and a brief commodity or service description.

4.0 **COMPETITIVE SEALED PROPOSALS**

4.1 Definition

The Competitive Sealed Proposals process is a method of procurement which involves but is not limited to:

- (a) Solicitation of proposals through a Request for Proposals;
- (b) A private opening of proposals which will avoid disclosure of proposers or contents to competing proposers before and during the process of negotiation;
- (c) Submission of cost or pricing data from the offeror where required;
- (d) Discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award, unless such discussions are not required by the Request for Proposals, this manual or as determined by the Request for Proposals Evaluation Panel;
- (e) An award or recommendation to the Board of Supervisors that an award be made to the responsible proposer whose proposal is determined to be the most advantageous, considering evaluation factors set forth in the Request for Proposals.

4.2 Conditions for Use

Unless otherwise directed by law, this manual or by direction of the Board of Supervisors, contracts for consultant services estimated to cost \$25,000.00 or more must be awarded by the use of competitive sealed proposals. Contracts for consultant services estimated to be less than \$25,000.00 may be awarded upon conclusion of informal interviews by representatives of the initiating department and others, including Procurement, as may be appropriate.

In accordance with Sections 1.3(a) and 2.4, expert and professional services may be exempted from the competitive proposal process. The requesting department shall submit the justification for exempting a consultant or professional services agreement from the competitive process concurrent with the request for contract approval. Refer to Section 2.0 for contract approval requirements.

4.3 Public Notice

Public notice of the Request for Proposals shall be given in the same manner as provided in Section 3.3, Competitive Sealed Bidding, Public Notice.

4.4 Form of Proposal

- (a) The Request for Proposals will specify the format for proposals. Proposals should be organized in accordance with the requested format. Proposals so organized are more likely to respond accurately and clearly to the requirements of the Request for Proposals.
- (b) Late proposals shall not be accepted.
- (c) Each proposal must be signed by an authorized representative of the vendor and include the legal name of the proposing organization and the signer's title. Electronic Proposals that are submitted through the County's E-Bid System are considered signed by virtue of the Proposer's use of their unique login and password which enables their use of the system.
- (d) Requests for Proposals are scored based on the criteria presented in the Request for Proposals. Proposers may propose any method or process to satisfy the scope of work of the Request for Proposals that maximizes responsiveness to the criteria stated in the Request for Proposals.

4.5 Evaluation Factors

Award of a Request for Proposals shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process to be the most advantageous to the County taking into consideration the evaluation factors set forth in the Request for Proposals. Proposals shall be scored according to the criteria stated in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

Competitive sealed proposals shall be prepared and conducted in the same manner as provided in Sections 3.4, 3.6, 3.7, 3.8, 3.9, 3.11 and 3.14 except as otherwise authorized by provisions of Section 4.0. Upon requesting a Request for Proposals, the requesting department shall provide a background section, scope of work section and recommended criteria to be used in the Request for Proposals. The scope of work shall comply with the requirements for competitive specifications stated in Section 3.4.

The Request for Proposals may indicate the relative importance of evaluation factors. Following are representative evaluation criteria that may be considered by the department when preparing a Request for Proposal:

- (a) Reputation and Experience. Does the consultant have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of his / her clients? Does the consultant have sufficient experience in the kind of work required?
- (b) Capability and Availability of Staff. Does the firm have the qualified and experienced staff needed to perform this job?
- (c) Understanding of the Problem. Does the firm demonstrate a thorough understanding of the issues and has it developed a relevant and effective approach?
- (d) Proximity of the Firm. Firm's office and/or staff proximity to Placer County offices or work location as it relates to the firm's ability to be responsive to the contract requirements.
- (e) Cost. Whenever possible and appropriate, a firm fee or hourly rate should be secured as part of the proposal and considered in the evaluation process. Whenever possible, Requests for Proposals should specify methods of submitting proposed costs that can be compared directly with competing proposals.

In accordance with Section 4526 of the California Government Code, award of Requests for Proposals for professional services of private architectural, landscape, landscape architectural, engineering, environmental, land surveying or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Thus cost proposals for these services must be received in a separate sealed envelope. The cost proposals may be unsealed after the recommended consultant has been selected and may serve as information for County negotiators, not to be revealed to the firm negotiating with the County. In accordance with Section 4528 of the California Government Code, the Department Head shall negotiate a contract with the best qualified firm for these services at compensation which the Department Head determines to be fair and reasonable. Should the Department Head be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the Department Head determines to be fair and reasonable, negotiations with that

firm shall be formally terminated and the Department Head shall then undertake negotiations with the second most qualified firm, and so on.

- f) In addition, examples of evaluation criteria listed in Sections 3.12 and 3.13 may be used.

4.6 Discussions with Proposers and Revisions to Proposals

- (a) As provided in the Request for Proposals, discussions may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements. These proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted prior to the Evaluation Panel's determination of the award recommendation for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers.
- (b) After the Evaluation Panel has determined the firm to be recommended for award, the department head of the initiating department may enter negotiations with the recommended firm to finalize proposed services and price before the Evaluation Panel's recommendation is submitted to the Board of Supervisors for approval.

4.7 Award Process

Contract awards for professional or consultant services for \$50,000.00 or less may be approved by the Purchasing Agent or his / her designee. Pursuant to Section 2.4, the County Executive may approve professional or consultant services contracts that are \$50,000.00 or less. Although proposals that are \$50,000.00 or less do not require Board approval, the County Executive Office may be consulted to determine whether the specific consultant services or other circumstances warrant Board consideration.

Recommendations for contract award for professional or consultant services for more than \$50,000.00 shall normally be submitted by the department head of the initiating department (or in unusual circumstances by the County Executive Officer or the Administrative Services Department) to the Board of Supervisors along with pertinent contract documents. The recommendation should include the following:

- (a) The services to be provided by the consultant or professional service contract.

- (b) The method of compensating the consultant or the actual cost if appropriate.
- (c) The reasons for recommending a particular consultant, particularly if that proposal was more costly than others. Positive reasons for the consultant recommended should be stressed rather than deficiencies of those not recommended.
- (d) In addition to the recommendation, a ranking of the three most qualified firms should be listed. The Board of Supervisors may accept the recommendation or select any of the three most qualified firms or order a new Request for Proposals.
- (e) To the maximum extent possible, details of the evaluation panel's recommendations are to remain confidential until the award has been approved by the Board. At that time, all proposers shall be notified of the Board's decision and the period for protest shall be considered opened. Any protest shall be considered in accordance with Section 10.0. Contracts may be awarded immediately after the time allowed for protests has expired or after the last protest has been resolved.
- (f) The requesting department shall forward a copy of the executed contract promptly to Procurement.

4.8 Requests for Qualifications

Some departments require lists of competitively selected consultants from which the department can rapidly and efficiently select the most qualified consultant to perform required consultant services. Examples include architectural consulting, construction management, environmental impact reports, civil engineering services, etc.

Requests for Qualifications are a call for competitive sealed proposals intended to produce a competitively determined list of highly qualified consultants from which the requesting County department(s) can draw. Requests for Qualifications shall be conducted in the same manner as Requests for Proposals, except that the evaluation panel will select a predetermined or logical number of top rated firms which will be recommended to be placed on a Qualified List. The Qualified List is usually effective for three years and may typically be extended for two additional one year periods. The effective periods shall be specified in each Request for Qualifications. Since the total dollar amount to be awarded from the Request for Qualifications is unknown, Procurement will obtain Board of Supervisors approval of the recommended Qualified List or extensions thereof.

While the Qualified List is in effect, the requesting department(s) may select consultants in the following manner:

- (a) For contracts up to \$25,000.00, the department may simply select the apparent most qualified consultant from the list.
- (b) For contracts between \$25,000.00 and \$250,000.00, the department should request informal competitive proposals from three or more of the consultants on the qualified list.
- (c) For contracts exceeding \$250,000.00, a separate Request for Proposals is required unless waived by the Purchasing Manager.
- (d) Contract awards exceeding \$50,000.00 require Board of Supervisors approval, normally carried forward by the responsible department.

5.0 PUBLIC PROJECTS

In accordance with the Public Contract Code, Part 3, Chapter 1, the following procedures apply to all Public Projects except projects under the direction of the Road Commissioner (Section 20395 of the Public Contract Code):

5.1 Definition of a Public Project (Section 20150.2)

- (a) A project for the erection, improvement, and repair of public buildings and works.
- (b) Work in or about streams, bays, waterfronts, embankments, or other work for protection against overflow, except maintenance, repair or reconstruction work.
- (c) Supplies and materials used in maintenance, repair, or reconstruction work in or about streams, bays, waterfronts, embankments; or other maintenance, repair, or reconstruction work for protection against overflow.

5.2 Excluded Expenditures from Public Projects (Section 20150.3)

- (a) Equipment, supplies and materials acquired by a public agency to enable the timely completion of a public project as defined in Section 20150.2 (c) let to a contractor.
- (b) Plans, specifications, engineering and advertising required for public projects.

5.3 Public Project Bid Levels (Section 20150.4)

- (a) Under \$4,000.00 for total project may be done by Force Account (County employee labor).
- (b) Between \$4,000.00 and \$9,999.99 shall be let to contract by informal or formal bid procedures.
- (c) \$10,000.00 and more shall, in all instances, be let to contract by formal bid procedures.

5.4 Advertising (Sections 20150.7 and 20150.8)

- (a) Notice inviting informal bids - One publication of notice in local newspaper at least twenty-four hours prior to opening of bids.

- (b) Notice inviting formal bids - Two publications of notice, not less than five days apart with first publication at least ten days prior to opening of bids.

5.5 Plans, Specifications and Working Details (Section 20150.12)

For all public projects which exceed \$10,000:

- (a) The Board of Supervisors shall adopt plans, specifications and working details.
- (b) All bidders shall have the opportunity to examine plans, specifications and working details.

5.6 Public Contract Code Definition of Informal and Formal Bid Procedures

- (a) Informal Bid Procedures - The Procurement Buyer shall seek informal written quotations from at least three probable sources with the advertising requirement from Section 5.4(a).
- (b) Formal Bid procedures - Refer to the guidelines outlined in Section 3.0 of this manual with the advertising requirement from Section 5.4(b).

Public projects under the direction of the Road Commissioner shall be performed in accordance with the Public Contract Code, Part 3, Chapter 1, Article 25. In addition, the Public Contract Code prescribes a broad range of requirements for contracting by local agencies. Examples of these other requirements include Sewer Maintenance Districts (Section 20790), Fire Protection Districts (Section 20810), Water Districts (Section 20930), and Community Services Districts (Section 20680). County departments and Procurement share the responsibility for complying with all requirements of the Public Contract Code.

6.0 SMALL PURCHASES

6.1 Conditions for Use

Any purchase less than \$25,000.00 may be made in accordance with the procedures outlined in this section, provided, however, that procurement requirements shall not be artificially divided so as to constitute a small purchase under this section.

Request for quotations, which may be oral or written, will be the usual source selection method for purchases with an estimated value less than \$25,000.00 unless the purchase qualifies for processing as an emergency or as a sole source purchase.

The Purchasing Agent or designee may require that the competitive sealed bid or proposal process be used if in the Purchasing Agent or designee's opinion the alternate procedure is in the best interest of the County. Purchases made pursuant to this section are also subject to the requirements of Sections 3.4, 3.12 through 3.16, and 8.2(e).

6.2 Delegated Purchases Up To And Including \$2,500.00.

Departments are authorized to make individual purchases for materials and services up to and including \$2,500.00, including tax, shipping, installation and all associated costs. (reference Section 8.2 (c), Delegated Purchasing). Where possible, the department shall obtain three quotes and purchase from the best value vendor.

6.3 Procurement Purchases Up To And Including \$2,500.00.

The Procurement Buyer may forego seeking quotes and process an order in accordance with their expert understanding of the market and sources of supply.

6.4 Purchases Between \$2,500.01 and \$24,999.99.

The Procurement Buyer shall seek oral or informal written quotations from at least three probable sources or provide written justification for failing to do so.

6.5 Oral Quotations

Oral quotes shall be recorded on the Procurement Services Division's standard Bid Evaluation and Award Recommendation Form or documented in the Buyer's Quote Memorandum and shall be attached to the Division's central file copy of the award document. The Buyer must record the name of the vendor representative submitting the quote and the date.

6.6 Written Quotations

Written quotations shall be on the Procurement Services Division's standard Request for Quotation Form and shall include the name and signature of the vendor representative and the date of the quote or conducted using the Procurement E-Bid System.

7.0 **NEGOTIATED CONTRACTS**

7.1 Purchase or Lease

The lease or purchase of new or used vehicles, new or used heavy equipment, or other equipment, e.g., a computer acquisition, may be negotiated when deemed beneficial by the requesting department and the Purchasing Agent or their designee. A negotiated purchase or lease shall require that:

- (a) Whenever possible, requests for written offers be submitted to at least three vendors; and
- (b) Procurement retains copies of written requests, offers, and analyses for each transaction.

Alternatively, equipment purchases or leases may be accomplished by the use of the Competitive Sealed Bidding or Competitive Sealed Proposal processes (reference Sections 3.0 and 4.0).

7.2 Blanket Purchase Orders

Blanket purchase orders that are authorized by the Purchasing Agent or their designee and required: (1) for operational services/supplies based on geographic location(s) relative to the County's site of operations; and/or (2) where quantitative information is unavailable due to unforeseeable usage, which thereby would result in an ambiguous bid call, may be negotiated with one or more vendors (reference Section 3.13).

8.0 DEPARTMENTAL RESPONSIBILITIES

County departments have important responsibilities in the procurement of goods and services. This section of the manual outlines some of those responsibilities, policies, and procedures to assist departments in their interaction with Procurement.

8.1 Requisitioning Process

Purchase requisitions are initiated by departments to effect purchases, to provide management and the central budgetary authority with budgetary control over purchases, to serve as a formal requisition upon the Procurement Services Division for purchases, and to provide an accounting record of purchases in process. Specific instructions for filling out requisitions are set forth in Procedural Manuals published by the Auditor-Controller and Procurement. Departments are forbidden to artificially divide purchase requisitions to circumvent any competitive bidding requirement.

(a) Department Responsibilities

Departments shall contact Procurement early in the purchase process in order to benefit from advice and assistance on specifications, sources of supplies, price advantages, substitutions, and a determination of each Department's precise needs. Further, departments are responsible to:

- (1) Determine that sufficient funds are available to pay for requested goods and services. Procurement must contact the department prior to placing an order if the actual costs exceed the department's written estimate.
- (2) Ensure that requested items/services are necessary to operations and are used for their stated purposes.
- (3) Attach a Fiscal Impact Statement to the requisition if the purchase is expected to require Board of Supervisors approval.
- (4) Ensure that invoices are received and processed for payment satisfactorily. Refer to Section 1.2(i) of this manual for the Invoice Payment Policy.
- (5) Ensure that Procurement is informed of all contacts with prospective vendors.
- (6) Plan annual requirements and consolidate orders for similar items. Ensure that Procurement is informed of annual requirements in a form and manner as requested by Procurement.

- (7) Ensure that sufficient funds are available on the Blanket Purchase Order prior to ordering goods or services against it.
- (8) Receive goods, documenting such receipt, and promptly notify Procurement and the shipper or seller as appropriate of damage to such goods or deviation from the Purchase Order / Blanket Purchase Order.
- (9) Thoroughly document vendor performance. Documented outstanding vendor performance can support the renewal of contracts. Conversely, thorough documentation of poor vendor performance can be used to support cancellation of a contract or may support a decision not to award other contracts to a poorly performing vendor.
- (10) Notify Procurement and provide documentation, including attempts at remediation, when a vendor fails to perform in accordance with the contract, Purchase Order or Blanket Purchase Order.
- (11) Track utilization of term contracts (Blanket Purchase Orders, leases, software maintenance agreements, etc.) and request that Procurement issue a change order, modify terms, change the maximum amount, extend the contract, renew the contract, or rebid as operationally required. When the dollar amount of operationally required change orders will exceed the Purchasing Manager's signature authority, the responsible department must obtain Board of Supervisors approval for the Purchasing Manager to execute the increase.
- (12) Track the expiration of term contracts (Blanket Purchase Orders, leases, software maintenance agreements, etc.) and submit requisitions for renewal or rebidding at least 60 and preferably 90 days in advance of the current contract's expiration date.
- (13) Obtain Board of Supervisors ratification of unauthorized purchases (reference Section 8.3).

(b) Department Contact with Vendors

Departments that contact vendors to obtain pricing information for requisitions or to gather operational or budgetary information shall inform the vendors that the information requested is for planning purposes only and is not a request for quotations. Departments shall also advise vendors visiting their department to first obtain approval from Procurement. This will reduce interruption of County operations caused by unnecessary vendor contacts with County departments.

Equipment demonstrations shall be arranged or authorized by the Procurement Services Division. Departments shall contact Procurement if they are interested in reviewing equipment. Whenever possible, such demonstrations will be consolidated to include all interested departments. This is essential to eliminate the possibility of backdoor buying.

(c) Consolidation of Intradepartmental Requests

- (1) Procurement will periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requirements should be consolidated and submitted in accordance with these schedules.
- (2) Items shall be ordered in quantities sufficient for a reasonable period and consistent with future needs and available storage space. Submission of several purchase requisitions for the procurement of the same item or for like items for delivery to the same location often require the issuance of otherwise unnecessary purchase orders, incur additional shipping and packaging expense, cause an unfavorable impression of County business practices, and eliminate or reduce the volume purchase advantage of centralized purchasing. Blanket Purchase Orders may be an appropriate procurement tool in these instances. Discussion with Procurement is encouraged.

(d) Authority to Sign Requisitions

Department heads are authorized to sign all requisitions and may delegate such authority to key personnel by completing a signature authorization card for such key personnel and forwarding it to the Auditor-Controller who maintains the appropriate requisition approval security.

(e) Specifications

Departments must make sure specifications are non-restrictive (i.e., allow competition), clearly describe the item needed in terms of function and performance, and reference existing industrial or governmental specifications, if available. Drawings or samples should clearly describe the required item. If a brand name or model is specified on the requisition, Procurement will assume that "equal" items are acceptable. What is "equal" will be determined jointly by Procurement and the requesting department.

(f) Sole Source

If a department believes that only a specific make and model will meet its needs, the department shall attach an objectively written explanation which calls out the unique features of the sole source item and which states why these features are required. If other brands and models have been tested or used previously, the department shall specify the brands and models used, the dates, and why they are unacceptable. The Purchasing Agent or designee may return the requisition for additional justification for a specific brand which appears to be unreasonably restrictive, luxurious or otherwise inappropriate for the product.

(g) Record Retention Requirement

All requisitions and related procurement documents shall be retained for a period of not less than three years unless a longer period is prescribed by law.

(h) Requisitions Requiring Special Approval

Requisitions for the following items must be approved by the department or division listed below before forwarding requisitions to the Procurement Services Division. Attach documentation of approval to the requisition.

<u>Items/Services</u>	<u>Approving Department</u>
Construction, Improvements and Major Maintenance of Facilities	Facility Services
Copy Machine Rental	Central Services Division
Information Technology, Software and Related Training	Information Technology Systems Division
Telecommunications Equipment	Telecommunications Services Division
Fixed Assets	Board of Supervisors/ County Executive's Office
Fixed Assets (early budget approval)	County Executive's Office
Agricultural Pesticides and Herbicides	Agricultural Commissioner
Receipts and Checks	Auditor-Controller
Road Projects	Public Works, Roads Division
Vehicles	Fleet Services

8.2 Definition of Purchasing Methods

The following defines the various methods of obtaining goods and services.

- (a) Purchase Order. An original purchase requisition is submitted by the requesting department to Procurement for a one time purchase, with special approvals if required by Section 8.1(g). Attach specifications/scope of work, proof of insurance, quotes, etc. to the requisition. If the purchase is expected to require Board of Supervisors approval, a Fiscal Impact Statement must also be attached to the requisition.
- (b) Blanket Purchase Order. An original purchase requisition is submitted by the requesting department to Procurement for goods or services required on an as-needed basis over an extended period. Attach specifications/scope of work, list of approved items, list of authorized users, proof of insurance, etc. to the requisition. If the purchase is expected to require Board of Supervisors approval, a Fiscal Impact Statement must also be attached to the requisition.
- (c) Delegated Purchasing.

Each department head is authorized to make individual purchases of materials and services up to \$2,500.00 (including tax, installation and freight) that are allowed for delegated purchasing if, in the opinion of the department head, such direct purchases are in the best interests of the County. The department head may delegate this authority as necessary within his department.

The delegation of authority to make small purchases is intended to facilitate the economical and orderly procurement of personal property and authorized personal services by County departments. The privileges extended to operating departments under this procedure are not intended as a substitute for centralized purchasing, nor are they to be used to engage in widespread purchasing without adequate analysis and competition. Departments shall not circumvent normal procurement methods, including the use of blanket purchase orders, by splitting purchases into series of sub-purchase orders.

There are certain products and services which are **not** authorized for delegated purchasing. These products and services may change from year to year at the direction of Procurement, but generally they include products or services available through County-wide contracts established to take advantage of volume buying, purchases requiring special approvals (refer to section 8.1.g) or personal services which by their nature require special contract consideration.

- (d) Emergency Purchases. Departments may make a direct purchase when unforeseen circumstances require an immediate purchase in order to avoid a substantial hazard to life or property or serious interruption of the operation of a County department, or the necessary repair of County equipment or heavy equipment required for the operation of a County department. Departments are encouraged to consult with Procurement prior to making an emergency purchase. Further, Procurement shall be advised of emergency purchases as soon as possible after the commitment. Consult the [Accounting Policies & Procedures Manual](#) for instructions on Emergency Vouchers. The department head shall advise the Board of Supervisors at the next regularly scheduled Board meeting of emergency purchases over \$5,000. (reference Section 2.2[c]).
- (e) Confirming Purchases. Departments may require an expedited purchase which cannot be accomplished within the normal Procurement turnaround time. For this occasional purchase, the department shall contact a Procurement buyer and request authorization to make a confirming purchase. The request must be made before the purchase is made. If the request is approved, the department may proceed with the purchase. The buyer's name and date of authorization shall be noted on the Confirming Voucher, invoices attached, and forwarded through the Performance Accounting System to Procurement for approval within one week of receipt of invoice. Consult the [Accounting Policies & Procedures Manual](#) for instructions on Confirming Vouchers.

8.3 Unauthorized Purchases

When the Purchasing Manager becomes aware of an unauthorized purchase by a department, the Purchasing Manager shall investigate and provide the relevant facts and a recommendation to the Purchasing Agent who shall determine the actions necessary to correct the deficiency. Actions may range from approval of the purchase, to a requirement for the department to seek Board of Supervisors approval, up to a requirement for the purchaser to reimburse the County for the improper purchase and potential disciplinary action. Confirming purchase orders shall not be used to confirm purchases that violate the Purchasing Policy. An unauthorized purchase may include any of the following:

- (a) Any purchase that does not meet or comply with the methods listed in Section 8.2.
- (b) An obvious circumvention of delegated purchasing authority or the purchase of items specifically identified as not authorized for delegated purchasing (i.e., alteration of County buildings, computers, systems furniture, etc.).

- (c) Any purchase for personal use.

8.4 Quality Control

Issuance of a contract by Procurement is only one part of the buying process. The department for whom the merchandise or services are procured also has important functions to perform in this process.

- (a) Department heads shall provide for the receiving, inspection and acceptance or rejection of deliveries of merchandise requested and services received. The departments shall assign the responsibility for receiving and inspecting shipments to specific individuals, preferably someone other than the person who approved the requisition or pays the invoice (Refer to Auditor-Controller Internal Control Standards). Departments are responsible for ensuring that commodities delivered and services performed conform to the specifications in the contract, Purchase Order or Blanket Purchase Order. Departments shall report **all discrepancies immediately** to the vendor, take appropriate action, and maintain a record of the default. Departments shall also inform Procurement of the discrepancies. Departments shall keep complete records showing the date of delivery, quantity delivered or services performed, and any discrepancies. **Payments shall not be processed for goods or services received for which there is a discrepancy, without prior written approval from Procurement.** Quality and performance testing of commodities and equipment is the responsibility of the receiving department, except as otherwise directed by this manual or unless prior arrangements are made with Procurement.
- (b) Departments shall track the performance of their Blanket Purchase Order vendors. If renewal or rebidding of a Blanket Purchase Order is required, attach a [BPO Performance Report](#) to the requisition for renewal or rebid. Procurement will use this record of vendor performance as a factor in determining award of renewal or replacement Blanket Purchase Orders.
- (c) If a BPO vendor's performance falls below expected standards, it is the responsibility of the department to notify the vendor and insist on corrective action until the poor performance is resolved. Departments shall document efforts to correct substandard vendor performance. If the corrective action is not undertaken by the vendor or is unsuccessful, this documentation may be used to justify contract termination or to determine the vendor's eligibility for future contract renewals and awards.

- (d) Department heads shall ensure that a payment authorization is forwarded promptly to the Auditor's Office for accepted goods or services to take advantage of any discounts to which the County is entitled.
- (e) Quality control assistance is available from Procurement for departments. Departments shall contact Procurement in the event:
 - (1) A department has questions as to whether an item delivered against a contract meets specifications. (If necessary, Procurement will arrange to inspect the item in question.)
 - (2) Equipment or supplies received and placed in service do not appear to be performing as expected or as represented by the seller.
 - (3) Departments are receiving poor service or experiencing other problems after items are received.
- (f) Departments shall forward to Procurement copies of all correspondence concerning quality control issues relating to Purchase Orders, Blanket Purchase Orders and other contracts.
- (g) For materials expediting, Departments shall make initial contacts with a vendor who is late meeting a specified delivery or for discrepancies on invoices. If such contacts are unsuccessful, the department should contact the buyer responsible for the purchase order or contract. The buyer will assist the department until the issues are resolved.

8.5 Manufacturer's Warranties

Many items of equipment purchased by departments carry a manufacturer's warranty of acceptable materials and workmanship. All departments shall register and maintain proper records of such warranties to ensure that defects covered by the warranty are repaired by the manufacturer.

8.6 Special Receiving Assistance

Because of their technical nature, receipt of the following items should be made by, or shall be coordinated with, the indicated organizations:

- (a) Vehicles DPW Fleet Services
- (b) Telecommunications Equipment Telecommunications Division

(c) Information Technology Equipment,
PCs and Software

Information Technology Systems
Division

8.7 Vehicle Registration and Licensing

Procurement is responsible for the administrative aspects of all registration and licensing of County-owned vehicles.

8.8 Failure to Comply with the Purchasing Policy Manual

Failure of a County employee to comply with this Manual could result in disciplinary action, including termination, pursuant to Section 14.2210 of the County Code, **GROUND FOR DISCIPLINARY ACTION**. In addition to disciplinary action, criminal prosecution could also be warranted.

8.9 Protests and Appeals Notification

Departments must notify and consult with Procurement immediately upon becoming aware of any potential or actual protest or appeal. In the event of such notification, Procurement shall be the lead conducting investigations and making recommendations to the Director of Administrative Services, including when a department other than Procurement had planned to make a contract recommendation directly to the Board of Supervisors.

Protests shall be handled in accordance with Section 10.0 of this manual.

9.0 ETHICAL STANDARDS FOR PURCHASING ACTIVITIES

9.1 Policy Statement

It is the policy of Placer County to promote government integrity and guard against even the appearance of impropriety by prescribing the following essential standards of ethical conduct.

- (a) County employees shall discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors and to foster public confidence in the integrity of the County procurement system.
- (b) County employees shall not solicit, demand, accept or agree to accept a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement, specification, standard or contract.
- (c) County employees shall not participate directly or indirectly in a procurement when the employee knows that:
 - (1) The employee or any member of the employee's immediate family has a personal financial interest pertaining to the procurement;
 - (2) A business or organization in which the employee, or any member of the employee's immediate family, has a personal financial interest pertaining to the procurement; or
 - (3) Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

9.2 Discovery of an Actual or Potential Conflict of Interest

Upon discovery of an actual or potential conflict of interest, an employee shall promptly withdraw from further participation in the transaction involved. County Counsel should be consulted for an opinion whenever there is even an appearance of conflict.

9.3 Vendor Ethics

- (a) It shall be a breach of ethical standards for any person to offer, give, or agree to give any County employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement, specification, standard or contract.
- (b) It shall be a breach of ethical standards for any person or firm to present false documents or falsely represent that firm.
- (c) A breach of Section 9.3(a) or (b) may result in debarment for consideration of awards.

10.0 PROTESTS

10.1 Protest Requirements

- (a) Any bidder or offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows or should have known of the facts giving rise thereto. If the seventh calendar day falls on a weekend or County holiday, the protesting party may submit the protest on the first workday following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.
- (b) Bid solicitations and requests for proposals must include a notification to prospective bidders and offerors of the County's Protest Policy.
- (c) Pursuant to Section 8.7 of this Manual, each department must notify and consult with Procurement immediately upon becoming aware of a potential or actual protest. In the event of such notifications prior to the contract award, the procurement action shall be stayed pursuant to Section 10.3 of this Manual.

10.2 Grounds for Protest

- (a) The alleged grounds for protest shall be limited to the following: (1) the County failed to follow the procedures or requirements specified in the bid document, Request for Proposal, or other solicitation; (2) County employees or evaluation committee members engaged in misconduct or impropriety, or; (3) the County's designation of the protesting bidder as non-responsive was incorrect due to an issue of fact or law not apparent on the face of the bid document or proposal.
- (b) The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

10.3 Administrative Review

Upon receipt of the protest in accordance with Section 10.1, and after determining the protest was properly filed, the Director of Administrative Services shall provide a copy of the protest to other bidders who might become aggrieved as a result of the protest, investigate the protest and, after consulting with County Counsel, issue

a written decision within five (5) working days after receipt of the protest. The decision shall either deny or uphold the protest and include reasons for the decision.

The Director of Administrative Services' decision shall be final.

10.4 Stay of Procurement Action During a Protest

In the event a Bid Protest is filed under Section 10.0, the County shall not proceed further with the solicitation or with the award of the contract until the protest is resolved unless:

- (a) The Director of Administrative Services, in consultation with the head of the requesting department and County Counsel, makes a written determination that the award of the contract without delay is necessary to protect a substantial interest of the County, or
- (b) The County decides to reject all bids and re-bid the solicitation.

10.5 Remedies Prior to an Award

If prior to award it is determined that a solicitation or proposed award of a contract is in violation of law, then the solicitation or proposed award shall be:

- (a) Cancelled; or
- (b) Revised to comply with the law.

10.6 Remedies After an Award

If after an award it is determined that a solicitation or award of a contract is in violation of law, then:

- (a) If the person awarded the contract has not acted fraudulently or in bad faith:
 - (1) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the County; or
 - (2) The contract may be terminated.
- (b) If the person awarded the contract has acted fraudulently or in bad faith:
 - (1) The contract may be declared null and void; or

- (2) The contract may be ratified and affirmed if such action is in the best interests of the County, without prejudice to the County's right to such damages as may be appropriate.

11.0 DEBARMENT OF VENDORS FROM CONSIDERATION FOR AWARDS

After consultation with County Counsel and after reasonable notice to the vendor involved and reasonable opportunity for that person to be heard, the Board of Supervisors shall have the authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period of more than one year.

11.1 Causes for Debarment

The causes for debarment may include but shall not be limited to the following:

- (a) Conviction of or civil judgment for:
 - (1) Commission of fraud or a criminal offense in connection with (i) obtaining, (ii) attempting to obtain, or (iii) performing a public contract or subcontract;
 - (2) Violation of antitrust statutes relating to the submission of bids or proposals;
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a contractor or subcontractor.
- (b) Violation of the terms of a public agency contract or subcontract so serious as to justify debarment, such as:
 - (1) Willful negligence or failure to perform in accordance with the terms of one or more contracts; or
 - (2) A history of failure to perform, or of unsatisfactory performance of one or more contracts.
- (c) Violation of ethical standards set forth in Section 9.0 of this manual.
- (d) For any other cause the Board of Supervisors determines to be so serious and compelling as to affect responsibility as a County contractor.

11.2 Other Actions

This section shall not be construed as to limit or prejudice any administrative or legal action available to the Board of Supervisors.

12.0 **TRANSFER, SALE OR DISPOSAL OF SURPLUS PERSONAL PROPERTY**

The Procurement Services Division is responsible for preparing and distributing procedures to help ensure the maximum utilization of personal property. It is incumbent upon each department head to promptly notify the Procurement Services Division when any personal property in his/her possession is no longer needed. Procurement will determine whether the item has the potential for use by another department and whether the item should be stored, transferred or disposed of.

12.1 Notification of Surplus Personal Property

Surplus personal property that is no longer needed by a department and is not transferred directly to another department shall be listed on an appropriate transfer form and delivered to storage in the surplus warehouse by the owning department so that it may be offered by Procurement for use by other departments.

12.2 Listings of Surplus Personal Property

Procurement shall provide secure storage for, and maintain an inventory of, surplus personal property. The inventory shall be made available to departments for review and selection for re-use to ensure that unnecessary purchases are avoided.

12.3 Disposal of Surplus Personal Property

Procurement shall sell, lease, transfer, donate, dispose of, or exchange surplus property as provided for by the Placer County Code, Government Code, and Board direction. Procurement may use the services of a commercial auctioneer, online auctioneering service or broker to obtain best prices for surplus equipment. The fees for these services may be paid as commissions directly from the proceeds of the sale.

12.4 Prohibition Against Purchase by Employees

Any officer, agent or employee of the County:

- (a) Assigned to the purchasing function, or
- (b) Responsible for surplus declarations, or
- (c) Having privileged information regarding the item or equipment or the value thereof which is not available to all prospective bidders, or

- (d) Assigned to the organization having custody of the surplus property **shall not** either directly or indirectly submit a bid or purchase surplus County personal property. This policy shall be liberally construed to prohibit any appearance of impropriety and County Counsel should be consulted for an opinion whenever there is a question of possible conflict.

12.5 Trade-In Allowance on Purchase of Personal Property

When purchasing personal property for which it is not necessary to advertise for bids, the Purchasing Agent is authorized to solicit and accept advantageous trade-in allowances for County personal property which has a scrap value of less than \$10,000.00 and which has previously been determined by the Purchasing Agent to be of no further public use (GC 25503).

When purchasing personal property for which the purchase price is \$10,000.00 or more, the Purchasing Agent may include in the Invitation for Bids a request for trade-in of equipment that is no longer useful to the County. No later than at the time of the Board's award of the bid solicitation, the Purchasing Agent shall also request that the Board declare the County personal property to be traded-in as "surplus" and approve such trade-in as a part of the bid award if the Purchasing Agent determines to do so would be in the best interest of the County.

12.6 Surplus Property Disposition of Proceeds

The proceeds of surplus property dispositions shall be deposited into the County treasury for use of the County. Where the property is exchanged or traded in, the Purchasing Agent shall secure its value in behalf of the County. 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 by depositing the funds with the County Auditor for disbursement to the special district (GC 25505).

12.7 Advertising Sale of Personal Property

In the disposition of any personal property, the Purchasing Agent may purchase advertising space and may advertise the proposed sale or other disposition to those persons most likely to bid for or purchase the personal property.

13.0 GLOSSARY

Amendment. To change or modify for correctness. To alter by modification, deletion or addition to a writing such as bid documents.

Award. The presentation of a blanket purchase order or contract to a bidder; the acceptance of a bid or proposal.

Back-Door-Buying. Making a purchase without proper delegated authority and without going through a central purchasing authority.

Back Order. The undelivered part of a previous order which the vendor agrees to ship later.

Best Interests of the County. A term used in granting a purchasing official authority to use discretion to take action he or she feels is most advantageous to the County. Used when it is impossible to anticipate adequately the circumstances that may arise so that more specific directions could be delineated by the law of regulation. Case law affirms discretion for purchasing officials in these actions.

Bid Bond. An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a specific awarded bidder fails to sign the contract as bid.

Bill of Lading. A carrier's contract and receipt for goods which it agrees to transport from one place to another and to deliver to designated person or assigns for compensation and upon such conditions as are stated therein.

Blanket Purchase Order. An arrangement under which a purchaser contracts with a vendor to provide the purchaser's requirements for an item(s) or a service, on an as-needed basis. Properly prepared, such an arrangement sets a limit on the period of time it is valid and the maximum amount of money which may be spent at one time or within a specified period.

Change Order. Purchaser's written modification or addition to a purchase order.

Collusion. A secret agreement or cooperation between two or more persons to accomplish a fraudulent, deceitful or unlawful purpose.

Common Carrier. A person or corporation, licensed by an authorized state, Federal, or other governmental agency, engaged in the business of transporting personal property from one place to another for compensation. A common carrier is bound to carry for all who tender their goods and the price for transportation.

Competitive Bidding. The submission of prices by individuals or firms competing for a contract, privilege, or right to supply merchandise or services. Competitive sealed bidding is the preferred method of source selection in public purchasing.

Competitive Sealed Bidding. A method of procurement which requires:

- (a) Issuance of an Invitation for Bids with a purchase description including acceptance criteria and all contractual terms and conditions applicable to the procurement.
- (b) Public, contemporaneous opening of bids at a pre-designated time and place.
- (c) Unconditional acceptance of a bid without alteration or correction except as authorized in this manual.
- (d) Award to the most responsive and responsible bidder who has submitted the lowest bid that meets the requirements and criteria set forth in the Invitation for Bids.

Competitive Sealed Proposals. A method of procurement which involves but is not limited to:

- (a) Solicitation of proposals through a Request for Proposals.
- (b) A private opening of proposals which will avoid disclosure of contents to competing offerors during the process of negotiation.
- (c) Submission of cost or pricing data from the offeror where required.
- (d) Discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award, unless such discussions are not required by the request for proposals or this manual.
- (e) An award made to the responsible offeror whose proposal is determined in writing to be the most advantageous, considering price and evaluation factors set forth in the Request for Proposals.

Concealed Damage. Damage to the contents which is not apparent externally; latent defect.

Confirming Purchase Order (Issued by Procurement). A purchase order issued to a vendor, listing goods or services and terms of an order placed verbally, or otherwise, in advance of the issuance of the usual purchase document.

Confirming Purchase Order (Issued by a Department Representative). With prior approval by Procurement, a department may utilize a requisition for a verbal purchase commitment.

Consignee. The person or organization to whom a shipper directs the carrier to deliver goods. Such person or organization is generally the buyer of goods and is called a consignee on a bill of lading.

Consignor. The person or organization who delivers freight to a carrier for shipment is called a consignor or shipper and is the one who directs the bill of lading to be executed by the carrier.

Contract. An agreement, enforceable by law, between two or more competent parties, to do or not to do something not prohibited by law, for a consideration. Any type of agreement or order for the procurement of supplies or construction.

Davis Bacon Act (1931). Provides that the Secretary of Labor must set minimum pay rates for use in government construction contracts based on prevailing wages for the local area.

Discount. Vendor's deduction from the selling price, usually upon some cost-reducing condition such as prompt payment.

Drop Ship. A method of ordering and pricing delivery of merchandise that is shipped directly from manufacturer to destination; usually platform or dock delivery.

Emergency Purchase. An immediate purchase by a department, utilizing a requisition, in order to obtain goods or services to avoid a substantial hazard to life or property or serious interruption of the operation of a County department.

Fixed Price Contract. A contract which provides for a firm price under which a contractor bears the full responsibility for profit or loss.

Free on Board (FOB). A shipping term defining the point at which the buyer takes legal title to the goods, and who is responsible for prosecuting claims against carriers for loss or damage to the goods in transit.

Gratuity. Something given voluntarily or beyond obligation; acquired without bargain or inducement; a gift.

Indefinite Quantity Buying. The establishment of price agreements that guarantee no minimum volume to the vendor but usually include an estimated volume based on historical purchase levels or informal agency surveys.

Informal Interviews. Utilized to determine a vendor or contractor to provide professional or consultant services without the use of competitive sealed proposals.

Informal Quotations. Verbal or written solicitation by a Procurement Services Division buyer for goods and services without the use of competitive sealed bids.

Inventory. A stock of goods or an itemized list of a stock of goods indicating volume and values. (By enumeration it is a “physical inventory” and by periodic recording, it is a “book inventory”.)

Invitation for Bids. All documents, whether attached or incorporated by reference, utilized for soliciting bids in accordance with the procedures set forth in Section 3.0, Competitive Sealed Bids.

Invoice. Seller’s itemized document stating prices and quantities of goods and/or services delivered, and sent to buyer for payment.

Knocked Down. Disassembled.

Merchantability. The article sold shall be of the general kind described and reasonably fit for the general purpose for which it shall have been sold, and where the article sold is ordinarily used in but one way; its fitness for use in that particular way is implicitly warranted unless there is evidence to the contrary.

Performance Bond. A contract of guarantee executed subsequent to award by a successful bidder to protect the government from loss due to his / her inability to complete the contract as agreed.

Pre-Bid Conference. Meeting held with prospective bidders prior to solicitation of bids or proposals, to recognize state of the art limits, technical aspects, specifications, and standards relative to the subject and elicit expertise and bidders’ interest in pursuing the task.

Prepaid. A term denoting that transportation charges have been or are to be paid at the point of shipment.

Purchase Description. Specifications or any other document describing the goods, services or construction to be procured.

Purchase Order. A written document to a supplier formally stating all terms and conditions of a proposed transaction.

Purchase Requisition. An internal document by which a using agency requests the purchasing department to initiate a procurement.

Quotation. A statement of price, terms of sale, and description of goods or services offered by a vendor to a prospective purchaser; the stating of the current price of a commodity; the price so stated.

Request for Proposals. All documents, whether attached or incorporated by reference, utilized for soliciting proposals in accordance with the policies set forth in Section 4.0, Competitive Sealed Proposals.

Requesting Department. A County department that requisitions items through central purchasing.

Responsible Bidder, Offeror or Proposer. A person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability to assure good faith performance.

Responsive Bidder. A person who has submitted a bid under Section 3.0 which conforms in all material respects to the Invitation for Bids, including the specifications set forth in the Invitation.

Services, Consultant. A type of personal services where an independent contractor provides expert advice or services which involve extended analysis and the exercise of discretion and independent judgment such as management audit firms, grant writers, and safety and insurance consultants.

Services, Personal. An independent contractor who, in rendering services, exercises an independent employment or occupation and represents his / her employer only as to the results of his / her work, not as to the means whereby it is to be accomplished.

Services, Professional. A type of personal services where an independent contractor provides professional advice or services requiring extended analysis and the exercise of discretion and independent judgment and an advanced, specialized type of knowledge, expertise or training customarily acquired either by a prolonged course of study or equivalent experience such as accountants, physicians, labor consultants, investigators, attorneys, architects, surveyors, engineers and social services consultants.

Sherman Anti-Trust Act (1890). Prohibits contracts, conspiracies or combinations which act in restraint of trade or attempt to monopolize.

Sole Source Purchase. An award for a commodity or service which can only be purchased from one supplier, usually because of its technological, specialized, or unique character or an award for a commodity or service to only one supplier when it is determined by the Purchasing Agent that due to the intended use of the item or service it is in the best interest of Placer County to purchase from only one source.

Sub-Purchase Order. Delegated limited purchase authority for departments to obtain goods/services from a supplier, in amounts not-to-exceed \$2,500.00 per purchase (including tax and freight) or as determined by the Purchasing Agent or designee, without a purchase order.

Terms and Conditions. A phrase generally applied to the rules under which all bids must be submitted and the terms that are included in most purchase contracts which are often published by purchasing authorities for the information of all potential bidders.

Trade Discount. A reduction from a list price predicated upon the position of the buyer in the distribution channel (e.g., jobber, retailer, original equipment manufacturer, etc.).

Unauthorized Purchase. A purchase commitment by a department in excess of its delegated authority without prior approval by Procurement. The Purchasing Agent or his/her designee may require the department to seek Board of Supervisors' approval for an unauthorized purchase.

Uniform Commercial Code. One of the uniform laws drafted by the National Conference of Commissioners on Uniform State Laws governing commercial transactions (sales of goods, commercial paper, bank deposits and collections, letters of credit, bulk transfers, warehouse receipts, bills of lading, investment securities, and secured transactions).

Vendor. A supplier of goods and/or services.

14.0 INDEX

	Section Number
Addenda to Bids	3.6(d)
Advertising	3.3, 4.3, 5.4, 12.7
Alternate Bids	3.6(c)
Authorized Signatures	2.3, 2.4, 8.1(d)
Award of Bid	3.1(d)
Bid Bonds/Security	3.8
Bidding Documents	3.6
Blanket Purchase Orders	3.13, 7.2, 8.2(b)
Books	1.3(d)
Cancelled Bids	2.2(d), 2.3(c), 3.14(e), 3.16
Centralized Procurement	1.0
Change Order/Alteration	2.1(f), 2.2(a), 2.2(b), 2.4(c), 8.1(a)(11)
Communications Equipment	8.1(h)
Competitive Sealed Bids	1.2(b), 3.0
Competitive Sealed Proposals	4.0
Confirming Purchase	8.2(e), 8.3
Conflict of Interest	9.2
Consolidation of Requests	8.1(a)(6)
Construction/Maintenance of Facilities	8.1(h)
Consultants	1.3(a), 2.3(e), 2.5, 4.2, 4.8, 8.1(h)
Contract Approval	2.0, 4.7
Contract Renewal	1.3(o), 8.1(a)(11)
Copy Machine Rental	8.1(h)
Correction to Bid Documents	3.6(b), 3.11
Cost Estimates	8.1(a), 8.1(b)
Data Processing Goods/Services	1.3(i), 8.1(h), 8.6
Debarment	11.0
Delegated Purchasing	8.2(c)
Department Information	8.0
Department Responsibilities	8.0, 8.1
Discrepancies of Goods	8.4(e)
Election Supplies	1.3(b), 2.7(b)
Emergency Purchase	1.3(m), 2.2(c), 2.2(d), 8.2(d)

Equipment Demonstrations	8.1.(b)
Ethics.....	9.0
Evaluation Criteria	3.12, 3.13, 4.6
Exempt from Competitive Bid	1.3, 4.2
Failure to Comply	8.8
Fixed Asset.....	8.1.(h)
Force Account	5.3(a)
Formal Bid - Placer County	3.0
Formal Bid - Public Contract Code.....	5.3(b), 5.3(c), 5.4(b), 5.6(b)
Geographic Location.....	3012(a), 3.13(a), 7.2
Glossary of Terms	13.0
Gratuities	9.0
IFB	3.0
Informal Bid - Placer County	3.2
Informal Bid - Public Contract Code	5.3(b), 5.4(a), 5.6(a)
Informal Quotes	1.2(c), 3.2, 6.0
Invitation for Bid.....	3.0
Joint Powers Agreements	1.2(d), 2.1(e)
Late Bids	3.7(c)
Lease of Equipment.....	2.1(d), 7.1
Legal Brief Printing.....	1.3(c)
Local Preference Credit.....	1.2(f), 3.12(b)
Materials Expediting	8.1(a)(10)
Negotiations	4.6(b), 7.0
Non-Collusion	3.4(e)(6), 9.3
Oral Quotes	6.6
Payment of Goods/Services	1.2(i), 8.4
Personal Services	1.3(a)
Pesticides/Herbicides	8.1(h)
Pharmaceutical, Proprietary	1.3(j)
Planned Procurement Schedules	8.1(a)(6)
Printing.....	8.1.(h)

Private Opening.....	4.1
Professional Services	1.3(a), 2.3(a), 2.4, 4.0
Prompt Payment Discount	3.12(a)
Protests & Appeals.....	8.9, 10.0
Public Contract Code	5.0
Public Notice.....	3.3, 3.17, 4.3
Public Opening.....	3.1(b), 3.10
Public Projects.....	2.1(c), 2.1(f), 5.0
Purchase Orders	8.2(a)
Purchase Requisitions	8.1
Quality Control	8.4
RFP.....	3.2, 4.0
Re-bids	3.14
Receipt of Bids	3.9
Receiving Goods	8.1, 8.4, 8.6
Records of Purchases	8.1(a)(11), 8.1(g)
Recycled Products.....	1.2(h), 1.3(q)
Registration of Vehicle	8.7
Reject Bids	1.2(e), 3.14
Renew Contracts	1.3(o)
Rental Equipment.....	1.3(g)
Reprographic Goods/Services.....	1.3(i), 8.1(h)
Request for Proposals.....	3.2, 4.0
Requisition	8.1
Requisition Requiring Special Approval	8.1(h)
Road Projects	5.0
Safety Equipment	8.1.(h)
Sealed Bid	1.2(b), 3.0
Schedule of County-wide Purchases.....	8.1
Small Purchases	6.0
Sole Source	1.3(l), 8.1(f)
Special Approvals	8.1.(h)
Specifications	1.2(a), 3.4, 5.5, 8.1(e)
Splitting of Purchases.....	6.1, 8.1, 8.2(c)
State Contract/Government Agency Purchasing.....	1.2(d), 1.3(e)
Surplus Property.....	2.1(h), 2.1(i), 2.3(d), 2.3(e), 12.0
Telephone Goods/Service	1.3(i), 8.1(h), 8.6(b)
Trade-in Property	2.3(d)
Training.....	1.3(i), 1.3(k)

Unauthorized Purchases	8.3
Unsatisfactory Performance	8.1, 8.4(c), 11.1(b)
Vehicles.....	8.1.(h), 8.6
Vendor Contact	8.1
Vendor Debarment	11.0
Vendor List	3.5
Waive Irregularities.....	3.14(d)
Warranties	8.1, 8.5
Withdrawal of Bids	3.11
Written Quotes	6.6