

<b>Procedure</b> Part 4, Financial Administration Chapter 6, Purchasing Section 1, Procurement & Contracting	<b>Last Update:</b>  April, 2012
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**References:** Purchasing Policy

**Purpose:** Provide information and instruction guidelines for county acquisitions of products and services

**Procedure:** Purchasing

**TABLE OF CONTENTS**

- A. GENERAL PROVISIONS..... 1**
  - 1. MISSION STATEMENT..... 1
  - 2. PURPOSE OF PROCEDURES MANUAL ..... 1
  - 3. OBJECTIVES ..... 1
  - 4. COVERED COUNTY ENTITIES ..... 1
- B. ACCESS TO THE PURCHASING FUNCTION..... 2**
  - 1. ACQUIRING ACCESS..... 2
  - 2. TERMINATION OF JDE ACCESS ..... 2
- C. PURCHASE REQUISITIONS ..... 2**
  - 1. DEFINITION ..... 2
  - 2. REQUISITION PREPARATION REQUIREMENTS ..... 2
    - a. *Communications with Suppliers* ..... 2
    - b. *Separation of Requirements*..... 2
    - c. *Split Purchases* ..... 2
    - d. *Price Information Requests* ..... 2
  - 3. REQUISITION CONTENT ..... 3
    - a. *Place of Delivery* ..... 3
    - b. *Required Delivery Date* ..... 3
    - c. *Period of Performance* ..... 3
    - d. *Recommended/Suggested Source*..... 3
    - e. *"Noncompetitive Source" and "No Substitution" (Bid Waiver) Requests*..... 3
    - f. *Quantity/Unit of Measure* ..... 4
    - g. *Specifications / Sow*..... 4
    - h. *Budget Account*..... 4
    - i. *Special Bid Procedures* ..... 5
    - j. *Sample Contract or Standard Remarks* ..... 5
    - k. *Insurance/Bond Requirements* ..... 5
    - l. *Advertising Requirements*..... 5
    - m. *Purchase Transmittal/Approval Form*..... 5
    - n. *Trade-In*..... 6
    - o. *Maximum Amount*..... 6
    - p. *Financial Information*..... 6
    - q. *Other Information*..... 6
    - r. *Special Review and Approval Items*..... 6
  - 4. PURCHASE REQUISITION REVIEW AND APPROVAL..... 6
    - a. *Intra-County Entity Approvals*..... 6
    - b. *Accounting Review* ..... 7
  - 5. SPECIAL ITEM REVIEW/APPROVAL REQUIREMENTS..... 7
  - 6. OPEN/BLANKET ORDERS ..... 7
    - a. *Definition*..... 7
    - b. *Purpose*..... 7
    - c. *Use*..... 8
    - d. *Preparation*..... 8

8.	LEASE, RENTAL, LOAN AND DEMONSTRATION EQUIPMENT .....	9
9.	LEASE, PURCHASE OR SALE OF REAL PROPERTY .....	9
10.	PREQUALIFICATION OF SUPPLIERS OR EQUIPMENT .....	9
	<i>a. Application</i> .....	9
	<i>b. Services</i> .....	10
	<i>c. Equipment</i> .....	10
11.	PURCHASE ORDER/CONTRACT RENEWALS .....	10
12.	VEHICLE ACQUISITIONS.....	10
<b>D.</b>	<b>OFFICE SUPPLIES .....</b>	<b>10</b>
1.	OFFICE SUPPLY ORDERING .....	10
<b>E.</b>	<b>COMPETITIVE BID/PROPOSAL PROCESS .....</b>	<b>11</b>
1.	GENERAL .....	11
2.	SAMPLE CONTRACT .....	11
3.	SUPPLIER-AUTHORED CONTRACT.....	11
4.	SURETY BONDS/BID BONDS/GUARANTY DEPOSITS .....	11
5.	DISTRIBUTION.....	11
6.	PRE-PROPOSAL/PRE-BID CONFERENCES.....	12
7.	COMMUNICATIONS .....	12
8.	BID/PROPOSAL PACKAGE MODIFICATIONS .....	12
9.	SUBMISSION OF BIDS/PROPOSALS .....	12
10.	STATUTORY GUIDELINES .....	12
	<i>a. Competitive Sealed Bidding</i> .....	12
	<i>b. Competitive Sealed Proposals</i> .....	13
	<i>c. Professional Services</i> .....	13
11.	STATUTORY REQUIREMENTS .....	14
	<i>a. State Funded Public Projects [29-1-702]</i> .....	14
	<i>b. Stationery Supplies [30-11-109]</i> .....	14
	<i>c. State Supplier Preference [30-11-110]</i> .....	14
	<i>d. Construction For County Public Improvement Districts [30-20-512(d)]</i> .....	14
	<i>e. Improvements For County Local Improvement Districts</i> .....	14
	<i>f. Collection Agency Services [39-10-112]</i> .....	15
	<i>g. Auctioneer Services [39-10-111(6) (b)]</i> .....	15
	<i>h. Taxation</i> .....	15
	<i>i. Contract Work on Highways [43-2-209]</i> .....	15
	<i>j. State Preferences</i> .....	15
	<i>k. Federal Regulations – Federally Funded Projects</i> .....	16
	<i>l. Illegal Aliens</i> .....	16
12.	PRODUCTS AND SERVICES NOT AMENABLE TO BID .....	16
13.	PREQUALIFICATION AND TWO-STEP BID PROCEDURES.....	17
	<i>a. Cost Proposals/Supplier-Executed Contracts</i> .....	17
	<i>b. Award Recommendation Documentation</i> .....	17
14.	COMPETITIVE ACQUISITIONS .....	18
15.	PURCHASE OF USED GOODS OR EQUIPMENT .....	18
16.	REQUESTS FOR PROPOSALS – PROFESSIONAL SERVICE CONTRACTS .....	18
	<i>a. Fee Proposals/Supplier-Executed Contracts</i> .....	18
	<i>b. Award Recommendation Documentation</i> .....	19
17.	SUPPLIER-AUTHORED CONTRACTS .....	19
18.	SEALED BID PROCEDURES .....	19
	<i>a. Public Opening</i> .....	20
	<i>b. Bid Review</i> .....	20
	<i>c. Award Recommendation Documentation</i> .....	20
19.	ANNUAL AWARDS/MASTER AGREEMENTS .....	20
	<i>a. Annual Award</i> .....	20
	<i>b. Master Agreement</i> .....	20
	<i>c. Process</i> .....	20
20.	RENEWALS.....	21
21.	NEGOTIATION .....	21

<b>F.</b>	<b>AWARD PROCESS .....</b>	<b>22</b>
1.	DEFINITIONS .....	22
	<i>a. Responsive and Responsible Supplier.....</i>	22
	<i>b. Best Value.....</i>	22
	<i>c. Material Deviations.....</i>	22
	<i>d. Immaterial or Minor Deviation .....</i>	22
	<i>e. Consumable Commodities .....</i>	22
	<i>f. Routine Services .....</i>	22
2.	GENERAL AWARD CONSIDERATIONS .....	23
	<i>a. Debarment or Suspension.....</i>	23
	<i>b. Responsive and Responsible Supplier.....</i>	23
	<i>c. Material Deviations.....</i>	23
	<i>d. Immaterial or Minor Deviations.....</i>	23
	<i>e. Master Agreements.....</i>	23
	<i>f. Strategic Supplier Relationships.....</i>	24
3.	AWARD PROCEDURES – PURCHASE ORDERS.....	24
	<i>a. Orders Not Requiring BCC Approval.....</i>	24
	<i>b. Orders Requiring BCC Approval .....</i>	24
4.	AWARD PROCEDURES - CONTRACTS.....	25
5.	CONTRACT CHANGE ORDERS/CONTRACT AMENDMENTS .....	27
	<i>a. Definitions .....</i>	27
	<i>b. Processing Requirements – Contract Change Orders.....</i>	27
	<i>c. Processing Requirements – Contract Amendments/Renewals .....</i>	27
	<i>d. Processing Requirements – Contract Cancellations .....</i>	28
6.	PURCHASE ORDER MODIFICATIONS - PROCESSING REQUIREMENTS .....	28
	<i>a. Purchase Order Changes .....</i>	28
	<i>b. Liability Changes.....</i>	28
	<i>c. Cancellations .....</i>	28
	<i>d. Monetary Changes.....</i>	28
7.	REJECTION OF BIDS/PROPOSALS .....	28
8.	PREQUALIFICATION APPROVAL .....	28
9.	PROTEST OF BIDS .....	29
<b>G.</b>	<b>DOCUMENT DISTRIBUTION .....</b>	<b>29</b>
1.	PURCHASE ORDER DISTRIBUTION.....	29
2.	CONTRACT DISTRIBUTION .....	30
	<i>a. Definitions .....</i>	30
	<i>b. Supplier Authored Contracts .....</i>	30
	<i>c. County Authored Contracts .....</i>	30
	<i>d. File Retention .....</i>	30
	<i>e. Public Inspection of Records.....</i>	30
<b>H.</b>	<b>POST AWARD REQUIREMENTS.....</b>	<b>31</b>
1.	GENERAL .....	31
	<i>a. Compliance Responsibility .....</i>	31
	<i>b. Warranty.....</i>	31
	<i>c. Delivery Inquiries .....</i>	31
2.	RECEIPT OF GOODS .....	31
	<i>a. Lease, Rental, Loan and Demonstration Equipment .....</i>	31
	<i>b. Inspection .....</i>	31
	<i>c. Loss or Damage.....</i>	31
	<i>d. Over Shipment .....</i>	32
	<i>e. Receipt Documentation.....</i>	32
	<i>f. Continued Service Orders .....</i>	32
	<i>g. Payment.....</i>	32

Notes to Procedures:

All forms described in these procedures are available on Livelink.

Key to Abbreviations Used

BCC	Board of County Commissioners
CAO	County Attorney or County Attorney's Office
CSM	Contracts Support Manager
County Entity	Department, Division, Appointed or Elected Official Office
ITS	IT Services
JDE	J. D. Edwards
Procedures	Purchasing Procedures
RFP	Request for Proposal
SOW	Statement of Work
Requestor	Requisitioning County Entity; End User
Agent	Purchasing Agent

A. General Provisions

1. Mission Statement

To provide Best in Class support services to the County by implementing sound business practices and programs that will provide valuable economies of scale, promote fiscal responsibility, create a high quality of service and support, and promote positive community awareness.

2. Purpose of Procedures Manual

To provide end users with information and instructional guidelines for acquiring multiple goods and services. Any exceptions to these procedures will be considered on a case-by-case basis and must be approved in advance by the Purchasing Director.

3. Objectives

Obtain the required quality of goods and services from reputable suppliers at the maximum end-use value per dollar spent, in such a manner as to assure business is not interrupted or impeded. (The definition of supplier for the purposes of this manual shall mean any business, contractor, firm, merchant, seller, vendor, bidder, retailer, dealer, wholesaler, service provider, or broker)

Consolidate purchases of like or common items to obtain maximum economical benefits.

Promote standardization programs to review characteristics and quality of products to be purchased. The ultimate goal of any such standardization program will be to achieve savings.

Promote goodwill and mutually beneficial relationships between the County and its suppliers.

Develop reliable alternate sources of supply to maintain a competitive environment and to meet county requirements.

Conduct all business in such a manner as to avoid allegations of preferential treatment.

4. Covered County Entities

The Purchasing Procedures govern purchases of all goods and services by any Jefferson County Entity.

Purchasing may provide services to municipal or quasi-municipal agencies within Jefferson County not set forth above or other agencies as approved by the BCC.

## B. Access to the Purchasing Function

### 1. Acquiring Access

Since the JDE purchasing function is an on-line, client/server function, and access must be controlled, secure sign-on information giving access to specific functionality is provided to employees who are authorized to use the purchasing system. This sign-on authorization request must be submitted to ITS via the Help Desk.

Each Requestor is responsible for determining which members of their staff will be issuing Purchase Requisitions. Each employee who will have any responsibilities associated with the on-line purchasing process should be given a secure JDE sign on.

### 2. Termination of JDE Access

It will be the Requestor's responsibility to notify ITS to terminate an employee's access to JDE.

## C. Purchase Requisitions

### 1. Definition

A Purchase Requisition provides details of supplies, services, or materials required by the using County Entity and serves as the approval document for purchases and as the authority to commit funds to cover the purchase as provided for herein.

### 2. Requisition Preparation Requirements

#### a. Communications with Suppliers

- (1) County Entities may obtain price estimates from suppliers for informational purposes only. A request for such information should not be represented as a bid solicitation. County Entities will not make any representation or commitment concerning a contract or purchase.
- (2) If a supplier is contacted for a price estimate, the supplier name must be reflected on the Purchase Requisition as a suggested supplier.
- (3) County Entities may contact suppliers to collect information for specifications. Specifications must not be written in a manner that might, in any way, give a supplier an advantage over another supplier in a bidding situation. Discretion must be used to assure that suppliers are not exploited, and NO commitment of award given. The Purchase Requisition must instruct that this supplier be invited to bid.

#### b. Separation of Requirements

Goods or services that differ in type should not be combined on the same requisition.

#### c. Split Purchases

Requirements must not be split into smaller purchases to circumvent established approval authorities or competitive bid thresholds.

#### d. Price Information Requests

- (1) If a Requestor prefers that Purchasing assist with budgetary price research, provide a complete description, in writing, of the item with instructions to advise prices only.
- (2) Requests for pricing will be processed with other incoming requests on a first-in, first-out basis.

3. Requisition Content

A Purchase Requisition must be submitted to Purchasing for all goods and services, unless instructed otherwise herein, and provide the following information:

a. Place of Delivery

Provide the complete shipping address where the goods and/or services are to be delivered/performed.

b. Required Delivery Date

Take into consideration time required for in-house processing and external production/shipping times.

c. Period of Performance

State the duration if the requirement extends over a period of time. Example: maintenance agreements and open orders. (Reference Section C.6. Open Orders)

d. Recommended/Suggested Source

(1) Purchasing will invite any supplier suggested by the Requestor to bid along with other suppliers.

(2) Requestors may request, in writing, that a supplier be restricted from participating in a competitive process. Such requests must be accompanied with sufficient justification as determined by Purchasing.

e. "Noncompetitive Source" and "No Substitution" (Bid Waiver) Requests

(1) If a County Entity requires a specific brand, model or a specific supplier, the Requestor must include written justification with the requisition setting forth the reasons.

(2) Common justifications for noncompetitive source (hereafter referred to as sole source):

(a) The supplier's proximity is advantageous. (Pertinent if staff is required to make frequent trips to the supplier's location or if the supplier maintains a piece of equipment that is critical to county operations.)

(b) The supplier offers goods or services that are proprietary to that supplier.

(c) A competitive process was conducted by another agency for a requirement similar to the county's requirement and the recommended supplier has performed successfully for that agency.

(d) The supplier is the only supplier certified to maintain equipment in order to guarantee continuance of warranty coverage.

(3) Common justifications for no substitution (hereafter referred to as sole brand):

(a) The particular brand/model best suits your operational needs for stated reasons. Note: If the division/office wishes to standardize equipment, refer to the procedures outlined in Section C.10. Prequalification of Suppliers or Equipment.

(b) The required supplies/parts are the only ones compatible with existing equipment.

(c) A specific brand/model is required to maintain warranty coverage on associated equipment.

(4) Requests for sole source, sole brand, or preferred source must be approved by the Division Director of the Requestor prior to submission to Purchasing. The *Justification for Waiver of Competition* form can be accessed through Livelink.

- (5) The Purchasing Director has approval authority for all sole source, sole brand, and preferred source requests.

f. Quantity/Unit of Measure

- (1) Example: 5 each, 7 dozen, 1 box of 10 (Purchasing may modify the ordering unit of measure to coincide with the billing unit of measure.) Requisitions for services should indicate a cost estimate to obtain the services, entered as an extended cost (not a unit price).

g. Specifications / Sow

- (1) A complete and accurate description of goods or services required, or SOW setting forth the minimum functional requirements and intended purpose. Instructions on how to complete the SOW are available on Livelink.

The SOW describes the purchases in general, defines the purpose and explains why the project is being undertaken, discusses how it relates to other activities (if it does so) and may include any applicable regulations (state, federal, etc.). It provides a concise overview of the intended goals of the project or purchases and explains how the results and/or products will be used. It should include clear definitions of goods and/or services, specifications, delivery schedules, period of performance, installation requirements, acceptance procedures, etc. Additionally, it should state the responsibilities of each party and any other requirements unique to the business relationship between the parties.

Exceptions to the requirement of preparing an SOW are those projects routed through the CAO. Reference Section C.3.j. (2) Sample Contract or Standard Remarks for a list indicating those project types.

- (2) Specifications/SOWs that provide for an unwarranted level of quality should be avoided.
- (3) Lengthy specifications composed or designed solely for the purpose of eliminating competition other than those able to supply a particular brand name should not be used except when no other type of specification is suitable.
- (4) Specifications/SOWs should be detailed to provide a basis for full and fair competitive bidding upon a common standard and should be free from any restrictions that would limit competition.
- (5) The Requestor may use a "brand name or equal" description to define the desired level of quality, performance or other important requirements. Clearly state the specific features of the named brand that must be met by the suppliers. Such reference will not be intended to be restrictive or a statement of preference. Bids will be considered for any brand name that meets or exceeds the quality of the specifications listed.
- (6) Provide camera-ready artwork, drawings, exhibits, maps, samples and other relevant documents. Whenever samples are used as a specification, samples should be retained for checking and comparing the delivered product for compliance.
- (7) Submit project manual, engineered drawings, blueprints, if applicable.

h. Budget Account

- (1) Provide the account number to be charged and project code if applicable. Attention must be given to accuracy. Incorrect account numbers and project codes affect the integrity of reports and result in purchase order changes.

(2) It is the responsibility of the funding County Entity to insure funds are available from the account number(s) specified on the requisition.

i. Special Bid Procedures

(1) The Requestor is responsible for notifying Purchasing if special bid procedures are required because of funding or grant conditions and what those provisions are.

j. Sample Contract or Standard Remarks

There are two (2) distinct procedures for providing sample contracts or purchase order "Standard Remarks."

(1) One process relates to goods and services routed through the Contracts Support Manager (CSM):

The CSM will generate the contract or Standard Remarks (or will obtain the appropriate documents from the County Attorney's Office (CAO) on behalf of the requesting County Entity).

(2) The other process relates to services routed through the CAO. Contracts routed through the CAO are:

- (a) Major construction projects
- (b) Architectural and engineering projects
- (c) Human Services projects (does not include Purchase of Service agreements)
- (d) Airport projects
- (e) Contracts with professionally engineered specifications
- (f) Grant funded projects

For contracts processed through the CAO, as listed above, the Requestor is responsible for obtaining the sample contract, if applicable, from the CAO and providing it to Purchasing.

If you are uncertain whether specific goods and/or services should be processed through the CSM or the CAO, please contact the CSM for clarification.

k. Insurance/Bond Requirements

(1) For goods and/or services processed through the CSM, the CSM will generate the insurance/bond requirements (or will obtain the appropriate documents from Risk Management on behalf of the requesting County Entity).

(2) For contracts processed through the CAO as listed in the preceding section, the Requestor is responsible for obtaining the insurance/bond requirements, if applicable, from Risk Management and providing them to Purchasing.

l. Advertising Requirements

(1) Advise Purchasing of advertising requirements, including name of publication and number/duration of ads.

m. Purchase Transmittal/Approval Form

(1) Purchase Requisitions that will result in a contract or an acquisition requiring approval/signature by the County Administrator or the BCC will be accompanied by a Purchase Transmittal/Approval Form, generated by the originating County Entity.

Note: Purchasing will prepare the Purchase Transmittal/Approval Form for elected official acquisitions that require approval by the BCC.

- (2) This document provides a summation of the requirement, funding information, and serves as the routing and approval document.
- (3) Purchasing will not submit a bid for further processing until all necessary documentation has been received.

n. Trade-In

- (1) An elected official or director may request that equipment be used for trade-in purposes in bidding for a newer replacement item or a similar item.
- (2) The county I.D. tag number, if applicable, must be identified on the requisition.
- (3) Purchasing must approve the use of property for trade-in purposes. Normal bidding procedures will then govern.

o. Maximum Amount

- (1) The funding County Entity may indicate the maximum amount it is willing to spend for an item or service, including transportation, installation or other charge(s). If the bid is higher than this amount, Purchasing will contact the Requestor with the recommended supplier and price for review and approval. If applicable, the Requestor will forward the information to the funding County Entity, for review and approval.
- (2) If the bid is lower than the stated amount, Purchasing will continue with processing.
- (3) If an amount is not indicated, approval by Purchasing will be considered sufficient for processing of a purchase order.

p. Financial Information

A County Entity may want to request financial information from prospective suppliers depending on the duration of the award or the complexity of the project. Refer to Financial Requirements recommendations located in LiveLink. Notify Purchasing if financial statements are desired.

q. Other Information

- (1) State the basis of award, if applicable.
- (2) Include any other information relevant to the acquisition.

r. Special Review and Approval Items

Purchases that require special review and approval [Reference Section C.5. Special Item Review and Approval Requirements] should be noted in the comments section of the Purchase Requisition. Comments should include the name and the date of the individual approving the requisitioned items.

4. Purchase Requisition Review and Approval

a. Intra-County Entity Approvals

- (1) County Entity approval routing requirements are maintained in JDE. Any required changes to approval routing must be requested in writing to ITS.
- (2) Submission of a Purchase Requisition to Purchasing will serve as certification that the acquisition has been approved in the annual budget, or that appropriate budget transfers or supplemental appropriations will be approved prior to the award.

(3) Submission of a Purchase Requisition to Purchasing serves as the required review/approval by the funding division/department director/elected official to proceed with processing.

b. Accounting Review  
Accounting will review all Purchase Requisitions to determine the appropriateness of the assigned budget account number(s).

5. Special Item Review/Approval Requirements

a. Special Review and Approval Items: Purchase Requisitions for items listed below require additional review and approval as set forth in the Purchasing Policy.

Certificates of Participation expenditures (fund 130)	County Administrator
All Capital Improvement Projects	Budget Director
County Vehicles, excluding Sheriff	Director of Fleet Services
Computer hardware and software products & services	Director of Information Technology Services (ITS) or Deputy Director
Telecommunications Equipment Products & services	Director of Information Technology Services or System and Network Services Manager
Microfilming and computer microfilm services	Archives and Records Management Supervisor
Radio Equipment	Radio Maintenance Supervisor
Surplus Property Disposal (other than PC equipment)	Division/Office Director and Director of Administrative Services
Surplus PC Equipment	Director of Information Technology Services or Deputy Director of Information Technology Services
Electrical Equipment (with special voltage requirements)	Director of Facilities and Construction Management
Hazardous Material Disposal	Critical Incident Response Section (Sheriff) Health Department

- b. The County Entity shall obtain approval of special review items listed above prior to submission of Purchase Requisitions to Purchasing. Special Review ensures compliance and compatibility with countywide operations.
- c. The reviewing division/department will apprise the Requestor of any recommendations that differ from those noted on the original documentation that should be included in the Purchase Requisition.
- d. The reviewing division/department will advise the Requestor of any anticipated delays in the review/approval process.
- e. Purchasing will not be held responsible for insuring that Purchase Requisitions have received special review and approval or for delays in obtaining required special reviews.

6. Open/Blanket Orders

- a. Definition  
An open order establishes a line of credit with a supplier for purchases to be made over a specified period of time.
- b. Purpose  
Open orders eliminate the administrative costs for issuing individual purchase orders for relatively small dollar items acquired on a repetitive basis. Additionally, the buying process is expedited by enabling Requestors to issue releases against the open order as needed.

- c. Use  
Open orders may be used in accordance with the Purchasing procedures at the discretion of the Purchasing Director.  
Note: If the supplier accepts cards, the use of a Procurement Card is recommended for these applications rather than the issuance of an open order if the value of the individual releases falls within established parameters and other guidelines for the use of a card.
- d. Preparation  
Purchase Requisitions that are intended to result in the issuance of an open order will be prepared in accordance with Section C.3. Requisition Content and will include the following information:
  - (1) Maximum amount that may be expended during that time period.
  - (2) The preferred supplier (usually selected based on product availability and logistics if to be picked up by county staff).
  - (3) Names of individuals who are authorized to make purchases/releases on behalf of the County Entity if control is of a concern.
  - (4) Any other terms affecting the specific purchase.

## 7. Emergency Purchases

- a. The necessity for an emergency purchase exists when it is determined that county operations will be seriously impeded or when there is a threat to public health, welfare or safety, or imminent damage to county facilities or real property. The existence of such condition creates an immediate and serious need for supplies, equipment, materials, and services that cannot be met through normal procurement methods, and the lack of which would threaten the function of county government, or the health, welfare or safety of county residents. County divisions/departments/Elected Officials may make emergency procurements when an emergency condition arises and the need cannot be met through standard procurement methods.
- b. Purchasing will fast-track emergencies in accordance with established procedures. Except as set forth herein, standard Purchase Requisition procedures and approval limits remain the same for the authorization of the expenditures.
  - (1) Given situational constraints, if the purchase exceeds the established bid threshold, such competition as is practicable shall be obtained. Any acceptable form of solicitation (e.g. written, faxed, electronically transmitted, phoned, etc.) may be used to obtain bids or proposals for an emergency purchase.
  - (2) The Director of Administrative Services or his designee may authorize purchases in amounts that exceed the Director's authority levels; however the purchase order or contract must be ratified at next scheduled Board of County Commissioners hearing or by the County Administrator, as appropriate. (Reference Approval Authority Appendix section B)
- c. In order to assist Purchasing in prioritizing incoming projects, a statement detailing the nature of the emergency must accompany the Purchase Requisition.
- d. If the expense exceeds the Division's level of expenditure authority, and the emergency occurs during normal business hours, Purchasing shall be contacted for guidance on the appropriate action needed to handle the emergency.
- e. If the expense exceeds the Division's level of expenditure authority, and the emergency occurs outside of normal business hours, the individual authorizing the emergency purchase will inform Purchasing of any purchase made no later than the first working day following the purchase. Information to be provided to Purchasing includes:

- (1) The basis for the emergency purchase, including the date the emergency first became known;
- (2) A listing of the goods and/or services procured;
- (3) A description of the efforts made to ensure that bids or offers were received from as many vendors as possible;
- (4) The basis for the selection of the vendor.

8. Lease, Rental, Loan and Demonstration Equipment

- a. Purchase Requisitions for lease, rental, loan, or use of demonstration equipment will be prepared in accordance with Section C.3. Requisition Content and include the information listed below. The Purchase Requisition may serve as the "prequalification" document for equipment to be demonstrated and may ultimately be used as the authorization document for purchase.
- b. The period of time the item(s) will be required.
- c. The estimated total cost for the duration of the rental.
- d. Make, model, year and replacement value of the equipment to be rented or demonstrated.
- e. Note if a master contract is desired for frequent or miscellaneous equipment use.
- f. Risk Management will be notified of any equipment to be leased, rented, loaned or demonstrated on county premises by the County Entity that schedules the lease, rental, loan or demonstration.
- g. Purchasing reviews all documents for any unacceptable terms and conditions the vendor may request adherence to. Under no circumstances will an employee sign lease, rental or equipment loan agreements.

9. Lease, Purchase or Sale of Real Property

- a. Contact the Facilities Management Division regarding the lease or purchase of property to be used for office or storage space.
- b. Contact the CAO for the lease or purchase of real property for purposes other than those described above.
- c. Sale or lease of County property: See Policy Manual, Disposition of County Real Property.

10. Prequalification of Suppliers or Equipment

- a. Application
  - (1) A prequalification process should be used when it is in the County's best interest to obtain information relative to the qualifications of interested suppliers and/or the functionality of equipment prior to executing a master agreement or requesting bids.
  - (2) A Purchase Requisition will be forwarded to Purchasing including all applicable information outlined in Section C.3. Requisition Content and the following:
  - (3) Requests shall include:
    - (a) A brief description of the project.

(b) The objective(s) of the prequalification, for example, to establish a master award, to determine which suppliers are qualified to submit bids, etc.

(c) Term of the requirement.

b. Services

Suppliers may be prequalified to provide services to Jefferson County for a period of one year. Qualified status may be maintained for additional terms based on the successful performance of services provided to Jefferson County and provided that all criteria for qualification remain acceptable. At the completion of each term, the Requestor may request that Purchasing invite additional suppliers to submit information for review for the upcoming term.

c. Equipment

(1) The term for qualified status for equipment is dependent on industry changes, technological changes, advancements, etc. Prequalified status may be maintained for additional terms based on the Requestor's assurance to Purchasing that changes as noted above have not affected the qualified list. At the completion of each term, the Requestor may request that Purchasing invite additional suppliers to submit information for review for the upcoming term.

(2) The minimum qualifications/functionality the participating suppliers/equipment will be required to meet in order to qualify for further consideration.

(3) The selection criteria which will be evaluated, i.e., experience, staff qualifications, references, functionality, demonstrations, maintenance, etc. and the associated rating weight or points which will be applied to each category.

(4) The supplier's responsibilities in detail, if applicable.

(5) The required date set by the Requestor must allow sufficient time to enable appropriate processing. A minimum of two weeks should be extended to participating suppliers to prepare their response. More time may be required if equipment demonstrations are included in the prequalification process.

(6) Only suppliers found to be qualified based on established criteria will be invited to enter into a contract or to submit bids and/or bids will be obtained only for equipment determined to be functionally suitable for the application.

(7) Prequalification and Two-Step Bid Procedures shall apply.

11. Purchase Order/Contract Renewals

If a Requestor wishes to renew an existing purchase order/contract for an additional term and the terms of the purchase order/contract provide for renewals, complete and forward a Purchase Requisition to Purchasing.

12. Vehicle Acquisitions

All Requestors (excluding the Sheriff's Office) requiring a vehicle will contact the Director of Fleet Services. Fleet Services or the Sheriff's Office will prepare a Purchase Requisition for vehicles, when applicable.

D. Office Supplies

1. Office Supply Ordering

a. Purchasing administers an on-line office supplies ordering system. The system allows for the electronic on-line ordering of basic office supply items without having to create a Purchase Requisition. Contact the Office Supply Administrator at 303-271-8585 for instructions on ordering and set up procedures.

- b. The system is for basic supplies only and CANNOT BE USED for ordering furniture, office equipment (i.e. copiers, printers, faxes, etc.) or any ITS related hardware or software. Those items must be ordered via standard Purchase Requisition procedures.
- c. All end user requests for set up must be approved by the division/department director or elected official.
- d. End users will be set up with a User ID, password, and approval routing as directed by the director.
- e. Training will be provided by the supplier at the time of set up.
- f. A single monthly-consolidated invoice will be sent to Accounts Payable for payment. Each individual County Entity will also receive monthly statement detailing all of their prior month's purchases.
- g. It is the responsibility of each County Entity to reconcile these statements on a monthly basis.
- h. Any issues relating to credits, returns or adjustments should be reconciled directly by the County Entity and the supplier. Any credits issued will show up in the next billing cycle. Purchasing will also be available for assistance, if required.

#### E. Competitive Bid/Proposal Process

##### 1. General

- a. A competitive environment shall be maintained throughout the entire bid/proposal process.
- b. Purchasing will competitively bid products or services that cost more than the established competitive bid threshold. (Reference Approval Authority Appendix located on LiveLink)
- c. Purchasing will determine the suppliers from whom qualification statements/bids/proposals will be solicited, in addition to those recommended by the Requestor.
- d. Purchasing will include a General Information section in the request for qualification statements/bids/proposals. The General Information section will describe basic guidelines to which participating suppliers must adhere.

##### 2. Sample Contract

If appropriate for the requirement, participating suppliers may be instructed to complete and execute the sample contract and return with their bid/proposal.

##### 3. Supplier-Authored Contract

If appropriate, participating suppliers may be instructed to submit their standard form contract. Purchasing will forward the contract to the CSM or CAO for review, as appropriate.

##### 4. Surety Bonds/Bid Bonds/Guaranty Deposits

- a. Guaranty deposits may be requested if determined by the Purchasing Director to be in the best interests of the county.
- b. The amount of deposit should be sufficient to cover anticipated differential costs between the lowest and next bid/proposal, as well as administrative costs associated with advertisement. Such deposit may not be withdrawn until the specified time after bid opening. It is the responsibility of the Purchasing Director or designee to approve the return of deposits to unsuccessful suppliers.

##### 5. Distribution

- a. Purchasing will determine the method of distributing packages and the number of days in which the responses shall be submitted consistent with federal regulations, state statutes, and grant conditions if applicable.
  - b. Purchasing will distribute the packages to interested parties, collect any document fees, place advertisements, and perform any other necessary tasks. No other County Entity may distribute the packages.
6. Pre-Proposal/Pre-Bid Conferences
- a. Conferences will be conducted if considered necessary by the Requestor and Purchasing. Purchasing will facilitate conferences for projects at a time mutually acceptable to the Requestor and Purchasing.
  - b. The Requestor will record any changes, clarifications and questions discussed at the conference. The changes, clarifications, questions and responses will be submitted to Purchasing in a form suitable for mailing.
  - c. Mandatory conferences should be avoided unless necessary for a clear understanding of the project prior to submission of bids/proposals.
7. Communications
- a. Purchasing will be responsible for all communications conducted with participating suppliers. All incoming communications are to be referred directly to the assigned Purchasing Agent.
  - b. Supplier requests for changes in the specifications that would result in compromising the intended use and quality of the equipment will be denied.
  - c. Responses to Supplier inquiries for project budget, engineer's estimate or opinion of probable cost will be deferred until after bid opening (for competitive sealed bids) or after award (for competitive sealed proposals). Requestors may elect to direct Purchasing to release such information earlier if it is mutually agreed that such release would benefit the outcome of the solicitation.
8. Bid/Proposal Package Modifications
- Only Purchasing may make any changes or modifications to the terms, conditions or specifications of the package prior to the specified due date. Any changes or modifications will be in writing and sent by Purchasing to all known suppliers participating in the process.
9. Submission of Bids/Proposals
- a. All responses will be submitted to Purchasing.
  - b. LATE SUBMISSIONS will not be considered under any circumstances.
  - c. Responsive bids/proposals, as determined by Purchasing, will be forwarded to the Requestor [Reference Award Process, Definitions].
  - d. Purchasing will maintain a record of all suppliers solicited and the original of all bids/proposals that are submitted by the date and time stated in the bid/proposal documents.
10. Statutory Guidelines
- County compliance to these guidelines is not mandatory, but recommended.
- a. Competitive Sealed Bidding  
Purchasing will submit goods and services to bid in accordance with the following procedures:

- (1) Adequate public notice will be given prior to bid opening.
- (2) Bids shall be opened publicly at the time and place designated in the presence of one or more witnesses.
- (3) After the time of the award, all bids and bid documents shall be open to public inspection to the extent permitted by law.
- (4) Bids shall be evaluated based on the requirements set forth in the bid. Criteria that are not set forth in the bid may not be used in the evaluation.
- (5) The bid recommendation shall be determined per Best Value as defined (Section F. Award Process 1. Definitions), unless otherwise required by federal regulation, state statute, or other grant terms or conditions.

b. Competitive Sealed Proposals

- (1) If competitive bidding is not practicable or advantageous, competitive sealed proposals may be used. Competitive sealed proposals may be used to obtain professional services even without this determination.
- (2) Adequate public notice of the request shall be given.
- (3) Proposals shall NOT be opened publicly so as to avoid disclosure of confidential information to competing suppliers during the process of negotiation.
- (4) The request for proposals shall state evaluation factors.
- (5) Discussions may be conducted with responsible suppliers for the purpose of clarification to assure understanding of requirements. In conducting discussions, there will be no disclosure of any information from proposals submitted by competing suppliers.

c. Professional Services

If the value of the services exceeds the established competitive bid threshold:

- (1) Discussions will be conducted with no less than three consultants regarding qualifications, approaches to the work, ability to furnish the required professional services, and/or anticipated design concepts. This may be done via a Request for Proposals or a Prequalification process.
- (2) Consultants shall be ranked based on ability of personnel, past performance, willingness to meet time and budget, current and projected workloads, etc. or other considerations as may be pertinent to the services required.
- (3) A contract may be negotiated with the highest rated consultant. If unable to negotiate a satisfactory contract, negotiations may be entered into with the second most qualified consultant. If unable to negotiate a satisfactory contract with the second most qualified consultant, negotiations may be entered into with the third most qualified consultant.
- (4) Upon completion of negotiations with the third most qualified consultant, renegotiations may be entered into with any or all of the three most qualified consultants to arrive at a satisfactory contractual arrangement, if possible. Alternatively, all proposals may be rejected and the proposed project may be restructured or redesigned, or negotiations may be conducted with another qualified consultant not included in the original discussions.

- (5) Requirements for professional services not amenable to a Request for Proposals (e.g. architectural, consulting engineers, environmental, legal, medical, landscaping consultants, financial services, or other highly technical professional services), may be awarded to strategic suppliers, as defined in Purchasing Policy, or awarded to a consultant selected after achieving the highest rating as the result of a Prequalification process.
- (6) If a competitive market exists for the required professional services and the work is more technical in nature (e.g. testing services, training, etc.), a competitive Request for Cost Proposals may be considered.
- (7) A Waiver of Competition may be approved if justification is provided and the Director of Purchasing concurs. If the Director of Purchasing does not concur with the justification, approval by the Department Director or above will be required.

## 11. Statutory Requirements

County compliance to these requirements is mandatory.

### a. State Funded Public Projects [29-1-702]

- (1) The county is required to award contracts by competitive sealed bidding for all state funded public projects except as provided by statute.
- (2) Competitive sealed bids are not required for the following:
  - (a) A public project for which the agency of government received no bids or for which all bids have been rejected.
  - (b) When emergency purchases or contracts are necessary because there exists a threat to public health, safety, or welfare under emergency conditions, but such emergency purchases or contracts shall be made with such competition as is practicable under the circumstances.

A written determination of the basis (1) for emergency and (2) the selection of the supplier must be included in the contract file.

### b. Stationery Supplies [30-11-109]

One advertisement shall be inserted in the official newspaper of the county, under the heading of "stationery proposals," asking for bids for the supplying, for one year, of all books, stationery, records, printing, lithographing, and such other supplies. Such advertisements to be published not less than 20, nor more than 40 days, prior to the opening of such bids.

### c. State Supplier Preference [30-11-110]

The county will give preference to in-state suppliers as required by statute.

### d. Construction For County Public Improvement Districts [30-20-512(d)]

For county public improvement districts, notice of bids on all construction contracts greater than \$1,000 for work or material, or both, must be published as required by statute. The district may reject any and all bids, and, if it appears that the district can perform the work or secure material for less than the lowest bid, it may proceed to do so (the BCC is the ex officio Board of the district).

### e. Improvements For County Local Improvement Districts

- (1) For improvements constructed as part of a county local improvement district, the county shall encourage competition by advertising for and receiving bids for such construction and shall describe all materials by standard or quality in the specifications. [30-20-603(4)]

- (2) All local improvements are to be constructed by independent contract except as provided herein. All contracts must be let to the lowest reliable and responsible supplier, after public advertisement once in a newspaper of general circulation in the county. After such advertisement, if it is determined that the bids are too high or that the proposed improvement can be made by the county for less than the lowest reliable and responsible supplier, the county may perform the work. [30-20-622]
- f. Collection Agency Services [39-10-112]  
The treasurer must award the contract for collection agency services for personal property taxes by competitive bid. No particular type of advertising is required.
- g. Auctioneer Services [39-10-111(6) (b)]  
Contracts for auctioneer services for the sale of personal property by the treasurer are required to be awarded by competitive bid. The treasurer may reject any or all bids or parts of bids. No particular type of advertising is required.
- h. Taxation
- (1) Selection of Newspaper Publishing Notice: The board of county commissioners shall select a newspaper of general circulation, published or having general circulation in said county, in which the treasurer shall publish the delinquent tax list of his county, and for such service, the BCC shall allow payment not exceeding the rate as provided by law. [39-11-105]
- (2) Sale of Tax Deed Property: Any real estate conveyed by the treasurer to the county may be sold at public sale. Prior to offering such property for sale, the county shall obtain from the assessor a current actual value certificate and the valuation for assessment of same. Notice of sale shall be publicly posted and advertised as required by statute. The county reserves the right to reject any or all bids that are less than the value determined by the assessor. [39-11-143]
- i. Contract Work on Highways [43-2-209]
- (1) In the event the county desires to let out any work on the county highways by contract, it may advertise in a legal newspaper in the county, or post a notice in the county courthouse, for a period of not less than ten days before the contract is let, for sealed bids/proposals for performing the work.
- (2) When a contract for work on highways involves expenditure of \$5,000 or more, the county shall advertise in a newspaper as provided in this section unless such advertisement, in the judgment of the board of county commissioners, would be detrimental to the immediate preservation of the public peace, health, and safety.
- (3) The contract shall be awarded to the lowest responsive, responsible supplier. The county reserves the right to reject any and all bids.
- j. State Preferences
- (1) Colorado Labor Preference
- (a) Public works financed in whole or in part by funds of the state, counties, school districts or municipalities require Colorado labor be employed to the extent of not less than 80% of each type or class of labor. [8-17-101]
- (b) All contracts let for public works, financed in whole or in part by funds of the state, counties, school districts or municipalities of the state of Colorado, shall contain provisions for the preference in employment of Colorado labor. [8-17-102]
- (2) Colorado Resident Bidder Preference [8-19-101]

When a construction contract for a public project is awarded to a bidder, a resident bidder shall be allowed a preference against a nonresident bidder from a state or foreign country equal to the preference given or required by the state or foreign county in which the nonresident bidder is a resident.

This requirement shall be suspended to the extent necessary to prevent denial of federal funding or to eliminate the inconsistency with federal requirements.

k. Federal Regulations – Federally Funded Projects

- (1) Requirements will vary depending on the funding source. The following provisions generally apply to Human Services grants.
- (2) Necessary affirmative steps shall be taken to assure minority suppliers, women's business enterprises, and labor surplus area suppliers are used when possible. Affirmative steps shall include:
  - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
  - (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
  - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
  - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
  - (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
  - (f) Requiring the prime supplier, if subcontracts are to be let, to take the affirmative steps listed in this section.
  - (g) Removal of any state or local geographical preferences.

l. Illegal Aliens

- (1) Section 8-17.5-102 C.R.S. requires that each public contract for services contain provisions as set forth in that statutory section prohibiting the employment of illegal aliens.
- (2) Per the requirements of 24-76.5-103 C.R.S., the county is required to verify the lawful presence in the United States of each person (individual or sole proprietor) who enters into a contract with the county. Such individual must complete the Jefferson County Contractor Eligibility Verification Form. The county is required to review and certify the appearance of authenticity of that individual's identification documentation.

12. Products and Services Not Amenable to Bid

Purchasing may process a Purchase Requisition for award without competitive bid under the following conditions:

- a. When products or services to be purchased under current state, county or cooperative bid.
- b. When a sole source or preferred supplier justification has been submitted and approved by the Purchasing Director.

- c. Products or services have been previously bid within the last 180 days and the successful bidder's price has not changed.
- d. Products or services that cost less than the established competitive bid threshold which, in the opinion of the Purchasing Director, would not be cost effective to bid. (Reference Approval Authority Appendix)

### 13. Prequalification and Two-Step Bid Procedures

#### a. Cost Proposals/Supplier-Executed Contracts

- (1) Suppliers should be instructed to place cost proposals and supplier-executed contracts in a separate sealed envelope, when stipulated in the prequalification package.
- (2) Responsive proposals, as determined by Purchasing, will be forwarded to the Requestor. Purchasing will retain cost proposals and supplier-executed contracts in the sealed envelopes until the short-list is received from the Requestor.
- (3) Purchasing will forward insurance and legal issues received from responsive suppliers to Risk Management, the CAO, or the CSM, as appropriate. Financial information will be forwarded to the Accounting Division, when applicable. Each will evaluate the information and notify P & C and the Requestor of their recommendation.
- (4) The Requestor will evaluate information received from suppliers based on pre-established criteria as set forth in the prequalification documents.
- (5) The Requestor will forward the following information to Purchasing, in writing:
  - (a) The list of suppliers or the supplier and/or equipment that have been short-listed for further consideration, authored by or copied to the director/elected official.
  - (b) Substantiation of selections, including a recap of the average total points by category or rating, and constructive observations. The recap must be based on the evaluation method defined in the request for prequalification. The individual scores or names of the evaluation team members should not be included on the recap. This document must be suitable for disclosure as a public record.
  - (c) Complete bid specifications and/or a list of any additional questions or information that suppliers that have been short-listed may be required to submit.
- (6) Purchasing will forward cost proposals and/or supplier-executed contracts received from those suppliers that are short-listed to the Requestor for review and recommendation if applicable.

#### b. Award Recommendation Documentation

- (1) The Requestor will forward information to Purchasing in accordance with Section E.19 Sealed Bid Procedures or Section C.17. Requests for Proposals - Professional Service Contracts as appropriate to the requirement.
- (2) Purchasing and the division director/elected official will establish recommended "short-lists" for prequalification.
- (3) Purchasing will be responsible for processing award recommendations for master agreements for award in accordance with Section F.4. Award Procedures – Contracts or for distributing bid packages to short-listed suppliers in accordance with Section E.19. Sealed Bid Procedures.

- (4) The list of prequalified suppliers will be applicable only to the specific project(s) or project types indicated in the prequalification package.

#### 14. Competitive Acquisitions

- a. Purchasing may request verbal, electronic, facsimile or sealed bids, at its discretion, for purchases that do not meet the conditions set forth in Section E.3. Products and Services Not Amenable to Bid unless otherwise governed by state or federal regulations or other grant conditions.
- b. A minimum of three (3) qualified suppliers will be solicited, including any supplier(s) suggested by the Requestor.

#### 15. Purchase of Used Goods or Equipment

- a. Purchasing will contact a minimum of three suppliers, when practical, for availability and cost unless otherwise provided for herein.
- b. If inspection is required, an authorized representative of the Requestor and a representative from Purchasing, if requested, will inspect the equipment.
- c. Purchasing, in consultation with the Requestor, shall be responsible for all negotiations and for offers made to any supplier(s).
- d. Purchasing will process the award recommendation package for review and approval.

#### 16. Requests for Proposals – Professional Service Contracts

##### a. Fee Proposals/Supplier-Executed Contracts

- (1) Suppliers should be instructed to place fee proposals and supplier-executed contracts in a separate sealed envelope, when requested, in the RFP package.
- (2) Responsive proposals, as determined by Purchasing, will be forwarded to the Requestor. Purchasing will retain fee proposals and supplier-executed contracts in the sealed envelopes until the short-list is received from the Requestor.
- (3) Purchasing will forward insurance and legal issues received from responsive suppliers to Risk Management, the CAO, or the CSM, as appropriate. Financial information will be forwarded to the Accounting Division, when applicable. Each will evaluate the information and notify P& C and the Requestor of their recommendation.
- (4) Proposals received from participating suppliers will be evaluated by the Requestor based on pre-established criteria as set forth in the RFP documents.
- (5) The Requestor will forward the following information to Purchasing in writing:
  - (a) An evaluation summary. Do not reflect the individual scores or names of the evaluation team members on the recap. This document must be suitable for disclosure as a public record.
  - (b) Substantiation of the selections, including a recap of the average total points by category or rating, and constructive observations. The recap must be based on the evaluation method defined in the request for proposal.
  - (c) If the Requestor recommends a supplier who has taken exception to any of the terms and conditions of the request for proposal package, an explanation as to why that supplier is

being recommended, notwithstanding the exception, must be included. Minimum performance requirements must not be waived.

- (d) The names of the suppliers that have been short-listed for further consideration. The memo of recommendation must be authored by or copied to the director/elected official.
- (6) Purchasing will forward cost proposals and/or supplier-executed contracts received from those suppliers that are short-listed to the Requestor for review and recommendation, if applicable.
- (7) Following review of cost proposals, the Requestor will provide a list of questions to which the selected supplier(s) will be required to respond during the interview, if applicable.
- (8) Purchasing will be responsible for scheduling interviews and/or requesting fee proposals if not requested until this point.
- (9) A representative from Purchasing, or the CSM, or an attorney from the CAO and a representative from the Requestor shall conduct interviews and contractual negotiations if applicable. Negotiations shall be conducted in accordance with Section E.22. NEGOTIATIONS.

b. Award Recommendation Documentation

- (1) Following the completion of any required negotiations, the Requestor will forward the following information to Purchasing:
  - (a) Award recommendation memo including supplier recommendation and the not-to-exceed amount or fixed sum. The memo of recommendation must be authored by or copied to the director/elected official.
  - (b) The requested change order authority.
  - (c) A background statement defining the need for the requirement (if the award requires approval by the BCC, Purchasing will incorporate this information into the Agenda Memorandum).
  - (d) Any special funding information for inclusion in the Agenda Memorandum, for example, the project may be funded in total or in part by a federal grant.
  - (e) The evaluation summary (final rating including interview scores and constructive observations). This document must be suitable for disclosure as a public record.
- (2) Upon receipt of the executed contract from the supplier, Purchasing will follow applicable procedures in Section F.4. Award Procedures – Contracts.

17. Supplier-Authored Contracts

- a. Review prior to execution of supplier-authored contracts will be the responsibility of Purchasing. Purchasing reviews all documents for any unacceptable supplier terms and conditions and may refer contracts to the CAO to review or conduct contract negotiations as necessary.
- b. Upon receipt of the executed contract from the supplier, Purchasing will follow applicable procedures in Section F.4. Award Procedures – Contracts.

18. Sealed Bid Procedures

Sealed bids will be obtained for all goods or services in any of the following cases: if required by federal regulation, state statute, other grant terms and conditions, or if the terms and conditions and/or nature of the acquisition warrant a sealed bid process as determined by the Purchasing Director.

a. Public Opening

Purchasing will open and read bids at a public meeting at the time and place specified in the bid documents.

b. Bid Review

(1) Purchasing will forward the following information for review by the Requestor:

- (a) Transmittal memo
- (b) A recap of bids received
- (c) Copies of the responsive bids, including any bid exceptions
- (d) A copy of the supplier-executed contract for the lowest responsive, responsible bid, if applicable

c. Award Recommendation Documentation

(1) The Requestor will forward an award recommendation memo to Purchasing. Reference Section E.19.c. Award Recommendation Documentation procedures.

(2) If the Requestor recommends a supplier who did not submit the low bid, or is basing the recommendation on factors such as Best Value, such recommendation will be accompanied by written justification.

(3) If the Requestor recommends a supplier who has taken exceptions to the bid, an explanation as to why the supplier is recommended notwithstanding the exception must be included. Minimum performance requirements must not be waived.

(4) Exceptions taken to legal requirements or to insurance requirements must be referred to the CAO, the CSM or to Risk Management, as applicable.

(5) The recommendation memo must be authored by or copied to the director/elected official.

(6) Purchasing will process the award recommendation for review and approval following procedures set forth in Section F.3. Award Procedures – Purchase Orders or Section F.4. Award Procedures – Contracts.

19. Annual Awards/Master Agreements

Purchasing encourages the establishment of annual awards and master agreements for material and supply requirements that are considered high-volume items, for common annual service requirements, or as requested by using County Entities.

a. Annual Award

An award that establishes the prices for certain products and the terms and conditions for performance but, usually, does not reference a specific quantity or delivery date. In the past, Annual Awards have been approved for items such as paint supplies and bulk oil/lubrication products.

b. Master Agreement

An agreement that establishes the terms and conditions for performance but does not necessarily reference a specific scope of work or product amount. In the past, Master Agreements have been approved for items such as carpet tiles and flooring material, testing services, roof replacement services, equipment rentals, etc.

c. Process

- (1) Bid Process shall apply as set forth in Section E.1. Competitive Bid/Proposal Process, General, as applicable to the requirement.
- (2) Purchasing may request that a representative(s) from the using County Entity prepare specifications.
- (3) The representative will contact all using County Entities for input regarding specifications.
- (4) Annual awards/master agreements will not exceed, or be renewable for, three (3) consecutive years unless mutually agreed upon by the using County Entities and the Purchasing Director.
- (5) All awards/agreements that extend beyond the current fiscal year are subject to appropriation.
- (6) If the low bid proposes a brand name or condition other than specified, Purchasing will forward proposals for review and recommendation by all using divisions/departments/offices.
- (7) Purchasing will process the annual award/master agreement award recommendation for review and approval.

## 20. Renewals

- a. Annual Awards/Master Agreements/Contracts may be renewed if the following conditions exist:

- (1) The original documentation contained a renewal option.
- (2) The using County Entities are satisfied with service and/or product provided.
- (3) The supplier is not proposing a price increase over and above competitive proposals received previously or the proposed increase falls within current price indices.
- (4) Purchasing will contact the supplier regarding their proposal for the upcoming term.
- (5) If the supplier proposes a price increase/change, Purchasing will forward for review and approval by the Requestor.
- (6) If the Requestor recommends proceeding with renewal, Purchasing will contact the CAO or the CSM for preparation of any required legal documentation. The requirements of Section F.3. Award Procedures – Purchase Orders or Section F.4. Award Procedures - Contracts shall apply.
- (7) In the event the supplier's proposal is unacceptable or there are no additional renewal terms, the Requestor may forward a sole source request to Purchasing explaining the necessity for continuing the services of the supplier, for example, the obligation cannot easily/reasonably be awarded to another supplier. Such explanation must detail all factors i.e. administrative impacts, integrity issues affecting a study, consistency of methodology, etc.  
**NOTE: It is recommended Purchasing be requested to investigate market changes for all goods and services on a three year increment or more frequently if the market is volatile with respect to competition and/or price fluctuation.**

- b. The Requestor may request that Purchasing obtain competitive bids or proposals in accordance with the procedures applicable to the requirement as set forth in Section E. Competitive Bid/Proposal Process.
- c. Purchasing will process the annual award/master agreement award recommendation for review and approval.

## 21. Negotiation

- a. Negotiations must be conducted in such a manner as to assure that no supplier is given an unfair advantage over competitors.
- b. If negotiations are required, the Requestor will request Purchasing and/or the CAO to negotiate price and/or other terms with the selected supplier after consultation with the Requestor .
- c. Only Purchasing, the CSM and/or a representative from the CAO will facilitate negotiations concerning price and/or other terms and conditions for goods and services required by the county, unless otherwise provided for herein.
- d. The end result of such negotiations will not represent a significant deviation from the specifications originally bid/proposed.
- e. If, as of a result of a competitive sealed bid, no bids were received or all bids were rejected, and the Purchasing Director authorizes negotiation, negotiations may be conducted with the supplier determined to be most qualified based on successful past performance, references from other agencies, availability of services, etc.
- f. Upon receipt of the award recommendation, Purchasing will process the contract(s) for award.

## F. Award Process

### 1. Definitions

- a. **Responsive and Responsible Supplier**  
A responsive supplier is one who has submitted a bid/proposal that conforms in all material respects to the requirements as stated in the bid/proposal documents. A responsible supplier is one that has the capability in all respects to fully perform the contract requirements, for example, the experience, integrity, reliability, personnel, capacity, facilities, equipment, and credit which will assure good faith performance as determined through the division's/department's/office's review process.
- b. **Best Value**  
"Best Value" shall be defined as the lowest overall cost to the county after taking into consideration actual costs, tangible and intangible benefits and or metrics, cost savings, cost avoidance, or opportunity cost. All business awarded in this manner must have detailed documentation supporting the Best Value selection.
- c. **Material Deviations**  
Material deviations are those that go to the substance of the bid/proposal that affect the price, quality, or delivery of the goods or services offered and are prejudicial to the rights of other suppliers.
- d. **Immaterial or Minor Deviation**  
A mistake that is a matter of form rather than of substance. A variation of a bid or proposal from the exact requirements that can be corrected or waived without being prejudicial to other suppliers.
- e. **Consumable Commodities**  
Routinely acquired supplies such as office supplies, salt-sand, grader blades, tires, etc. Products that are desired for testing purposes are not included in this category.
- f. **Routine Services**  
Services required on a day-to-day basis to maintain office equipment, for example, copying equipment, facsimile equipment, filing equipment, etc. These services do not represent a high level of risk to the supplier or to the county.

## 2. General Award Considerations

### a. Debarment or Suspension

Prior to awarding any work for a federally funded project valued at \$25,000 or more, the proposed supplier must certify neither it nor any of its principals or subcontractors or suppliers are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the project by any Federal department or agency.

### b. Responsive and Responsible Supplier

Only bids/proposals from responsive and responsible suppliers will receive further consideration. [Reference Section F.1. Award Process – Definitions]

### c. Material Deviations

- (1) May not be waived in order to make an award. Suppliers are not allowed to make changes to substantive areas of their response after the bid/proposal due date and time.
- (2) Changes, suggested by the supplier, to the legal requirements established by the CSM or CAO will be forwarded for review, as appropriate.
- (3) Changes, suggested by the supplier, to the insurance or bond requirements established by Risk Management will be forwarded for review by the CSM or Risk Management.

### d. Immaterial or Minor Deviations

- (1) May be clarified with the supplier. The waiving of any irregularities, however minor, must be done in such a manner as to assure that no supplier is given an unfair advantage over its competitors.
- (2) Products and services subject to a competitive purchasing process shall be awarded to the responsive and responsible supplier that can provide the Best Value for the County, unless otherwise required by federal regulation, state statute, or other grant terms and conditions. Best Value will be determined based upon clearly stated evaluation criteria set forth in the competitive document, unless otherwise required by applicable laws and regulations.

### e. Master Agreements

- (1) If the anticipated total expenditure of a Master Agreement is approved in accordance with the applicable steps in Section F.4. Award Procedures – Contracts, the individual releases do not require additional review or approval prior to proceeding with the work.
- (2) If the Master Agreement is approved without an associated expenditure amount, subsequent releases (purchase orders) shall be processed for review and approval in accordance with Section F.3. Award Procedures – Purchase Orders.
- (3) Award recommendations will be forwarded for review and decision by the department director or elected official when the following circumstances exist:
  - (a) In the event Purchasing is of the opinion that the purchase of goods or services is not in the best interests of the county.
  - (b) If Purchasing and the Requestor disagree as to whom a bid should be awarded or disagree in regard to a sole source or preferred vendor request.
- (4) Purchasing will route awards in accordance with the current county Purchasing Approval Authority Appendix.

f. Strategic Supplier Relationships

Strategic supplier relationships are defined as long-term commitments characterized by information sharing, cooperative continuous improvement efforts, and sharing of risks and rewards. Under the direction of the Purchasing Director, the selection of a strategic supplier is a collaborative effort with primary stakeholders and is based upon a critical and thorough analysis of the county's long term needs as it relates to the products and/or service, a thorough market analysis, objective evaluation of all critical requirements, and other vigorous due diligence processes as set forth procedurally.

3. Award Procedures – Purchase Orders

a. Orders Not Requiring BCC Approval

Purchase orders that do not require approval by the BCC will be generated in JDE by Purchasing using JDE menu option appropriate to the acquisition. The menu options correspond to an approval route that is based on the current county Purchasing Approval Authority Appendix.

b. Orders Requiring BCC Approval

(1) Purchasing will complete a Purchase Transmittal Form for acquisitions requiring approval by the BCC.

(2) Purchasing will prepare an Agenda Memorandum for award recommendations requiring approval by the BCC.

(a) The Staff Recommendation section will provide the following information:

- i. Name of the supplier being recommended for award
- ii. Cost
- iii. Product or service desired
- iv. Term of award or expected project completion date
- v. Name of the county's authorized representative
- vi. Change order authority if required

(b) The Background section will include the following information:

- i. An explanation of the requirement
- ii. If applicable, brief explanation of acceptance of exceptions taken to county terms and conditions
- iii. Competitive bidding information
- iv. Other information the Purchasing Director may feel is necessary for an informed decision

(c) The Fiscal Information section will include certification of fund availability based on information received from the Requestor.

(3) The CSM will electronically route award requests to the County Administrator for presentation to the BCC, and will include the following documentation, as appropriate:

- (a) Completed Purchase Transmittal Form and Agenda Memorandum if applicable
- (b) Bid/cost proposal recap, if applicable
- (c) Justification memo for noncompetitive source or no substitution requests, if applicable
- (d) Requestor's award recommendation memo
- (e) Bid sheet or cost proposal from recommended supplier
- (f) Specifications including standard remarks and/or insurance requirements, if applicable
- (g) Other information the Purchasing Director or other review authority may feel is necessary for an informed decision.

- (4) Following the receipt of required approvals, Purchasing will generate and/or print a purchase order, for approval by the Purchasing Director, and distribute with all applicable attachments to the successful supplier.
- (5) When applicable, Risk Management will contact the county's authorized representative, as named in the Purchase Order, following the receipt and approval of insurance documents and/or bonds.
- (6) The county's authorized representative will issue notice to the supplier to proceed with the work only upon the receipt and approval of insurance certificates and/or bonds, if applicable.

4. Award Procedures - Contracts

Outlined below are the steps that apply to contracts that were not completed/executed by the supplier at the time of bid/proposal submission.

- a. Purchasing will forward the award recommendation information to the CAO or CSM for contract preparation. The information will consist of the following, as applicable:
  - (1) Contract Preparation Transmittal memo
  - (2) Agenda Memorandum for those contracts that will be executed by the BCC
  - (3) Requestor's recommendation
  - (4) Bid/proposal recap
  - (5) The recommended supplier's proposal noting the contract amount to be awarded
  - (6) The scope of work
  - (7) Addenda
  - (8) The contract
  - (9) The Insurance Requirements form
  - (10) Approved exceptions
  - (11) Other applicable information
- b. The CAO or CSM will prepare the contract and forward to the county authorized representative for review and approval. The authorized representative will contact the CAO or CSM if changes are required or will forward the contract to Purchasing for further processing.
- c. Purchasing will prepare a transmittal letter and forward it with the contract to the supplier for signature by the individual authorized to act as their contracting agent.
- d. Upon receipt of the executed contract from the supplier, the CSM will electronically route the contract award package for review, approval and execution in accordance with the current county Purchasing Approval Authority Appendix. (Manual routing for Sheriff)
- e. The contract award package will consist of the following documentation, as appropriate:
  - (1) Purchase Transmittal Form - Purchasing will complete the Purchase Transmittal Form for contracts/agreements requiring approval by the County Administrator and/or the Board of County Commissioners.
  - (2) Agenda Memorandum - Purchasing will prepare an Agenda Memorandum for award recommendations requiring approval by the BCC with the following:
    - (a) Name of the supplier being recommended for award
    - (b) Cost
    - (c) Product or service desired
    - (d) Term of award or expected project completion date
    - (e) Name of the County's authorized representative
    - (f) Change order authority if required

- (3) The Background section will include the following information:
    - (a) An explanation of the requirement
    - (b) If applicable, brief explanation of acceptance of exceptions taken to county terms and conditions
    - (c) Competitive bidding information
    - (d) Other information the Purchasing Director may feel is necessary for an informed decision
  - (4) The Fiscal Information section will include certification of fund availability based on information received from the Requestor.
  - (5) Supplier-executed contract with applicable attachments/exhibit
  - (6) Bid/cost proposal recap, if applicable
  - (7) Justification of Waiver of Competition Form for noncompetitive source or no substitution requests, if applicable
  - (8) Requestor's award recommendation memo
  - (9) Bid sheet or cost proposal from recommended supplier
  - (10) Other information the Purchasing Director may feel is necessary for an informed decision
- f. Upon receipt of the fully executed document, the executing County Entity will make distribution in accordance with Section G.2. Contract Distribution.
  - g. If the supplier has not executed the contract, both or all copies of the contract will be forwarded to Purchasing for handling as follows:
    - (1) Purchasing will transmit the executed contract to the supplier with instructions appropriate to the project. For example: If the supplier was unable to sign prior to execution by the county's authorized signature authority, Purchasing will instruct the supplier to have the contract signed by the individual authorized to act as their contract agent. Included will be instructions to return one fully executed original contract to Purchasing.
    - (2) Upon receipt of the fully executed document, Purchasing will make distribution in accordance with Section G.2. Contract Distribution.
    - (3) Information will be included pertaining to bonds, certificates of insurance, and performance start dates.
    - (4) The transmittal letter will be copied to the county authorized representative, Risk Management, and others as appropriate, including any necessary instructional notations.
  - h. Purchasing will encumber the contract in JDE. This procedure does not apply if purchase orders are to be generated to authorize the work for separate projects.
  - i. When applicable, the county's authorized representative, as named in the contract, will forward the supplier's bonds and certificate(s) of insurance to Risk Management for review and approval.
  - j. Risk Management will contact the county's authorized representative, as named in the contract, following the receipt and approval of the insurance documents and bonds.
  - k. The county's authorized representative will issue notice to the supplier to proceed with the work only upon fulfillment of all requirements applicable to the project, for example:

- (1) Delivery of construction plans stamped by a certified engineer
  - (2) Receipt and approval of insurance certificates
  - (3) Receipt and approval of bonds
  - (4) Compliance with security requirements
5. Contract Change Orders/Contract Amendments
- a. Definitions
    - (1) Contract Change Orders: A change to the scope of work resulting from conditions unknown at the time of bid. Change Orders should not be used where the changes are so extensive as to change the entire character of the work or where they so alter the project that the project no longer resembles the bid project.
    - (2) Contract Amendment: All contract changes other than those made using Change Orders. Contract amendments should not be used to expand the scope of work when a competitive market exists.
  - b. Processing Requirements – Contract Change Orders
    - (1) Contract Change Orders will be processed in accordance with the established county policy manual.
    - (2) All change orders will be considered cumulative. Signature approval requirements apply to the sum total of changes to date, not just to each individual change.
    - (3) Processing a change order that increases the total cost of the contract does not extend any additional change order authority to the county’s authorized representative or to the County Administrator.
  - c. Processing Requirements – Contract Amendments/Renewals
    - (1) Contract Amendment Requests will be referred to the CAO or Purchasing for review and amendment preparation. The requirements outlined in Section F.4. Award Procedures – Contracts shall apply prior to authorizing/proceeding with the work.
    - (2) Changes which may affect the county’s liability will be referred to Risk Management or Purchasing for review and approval prior to authorizing/proceeding with the work.
    - (3) All amendments that increase the total cost of the contract will require the level of signature authority appropriate for the revised total amount of the contract, unless otherwise provided for in the contract. (See c.(6) Exception - Contract Amendments Renewing Annual Services)
    - (4) All amendments that increase the total cost of the contract will be considered cumulative. Signature approval requirements apply to the sum total of amendments to date, not just to each individual amendment. (See c.(6) Exception - Contract Amendments Renewing Annual Services)
    - (5) Processing an amendment that increases the total cost of the contract does not extend any additional change order authority to the county’s authorized representative or to the County Administrator, unless specifically requested of, and approved by, the BCC or Elected Official.
    - (6) Exception - Contract Amendments Renewing Annual Services: Contract amendments renewing annual services will require the level of signature authority appropriate for the amount of the

renewal option term only, not as a cumulative total for the full multi-year term of the contract.

d. Processing Requirements – Contract Cancellations

The same level of signature authority required to enter into a contract is required to terminate a contract unless otherwise provided for in the contract.

6. Purchase Order Modifications - Processing Requirements

a. Purchase Order Changes

(1) A purchase order change should be issued any time there is an appreciable change to a purchase order. Whether it is a change in quantity, specifications, authorized price change, or any other variance from the original order, a purchase order change is necessary to make all involved aware of changes being made.

(2) Changes will be requested in writing and referred to Purchasing for review, approval and purchase order modification, as necessary, prior to authorizing/proceeding with the work.

(3) Purchasing, at its discretion, may require the return of any or all of the merchandise if an order is modified without prior approval by Purchasing.

b. Liability Changes

Changes that may affect the county's liability will be referred to Risk Management, the CAO, or Purchasing, as applicable, for review and approval prior to authorizing/proceeding with the work.

c. Cancellations

The ordering County Entity will contact Purchasing who will contact the supplier for the procedures to be followed. Any applicable restocking charges will be the responsibility of the funding County Entity.

d. Monetary Changes

The Purchasing Director may use his/her discretion in approving monetary changes. If, in the Purchasing Director's judgment, the change requires additional review, such change will be processed by Purchasing in accordance with Section F.3. Award Procedures – Purchase Orders prior to authorizing/proceeding with the work.

**NOTE: All purchase order modifications will be considered cumulative. Approval requirements apply to the sum total of changes to date, not just to each individual change.**

7. Rejection of Bids/Proposals

a. The county's solicitation of bids or request for proposals does not guarantee the award of a bid or the acceptance of a proposal. The county reserves the right, in its sole discretion, to reject any or all bids or proposals or portions thereof.

b. Acceptance of a proposal by the County does not guarantee that a contract will result. The county may abandon or reject a proposal anytime prior to the execution by both parties of a binding contract.

c. In the event a project is abandoned, significantly altered, postponed, or otherwise determined not to be in the best interests of the county, all bids or proposals or portions thereof may be rejected by the division/department director/elected official with notice to the Purchasing Director.

d. The Purchasing Director shall inform participating suppliers of the project status following notice from the division/department director/elected official.

8. Prequalification Approval

- a. Purchasing and the division director/elected official will establish recommended "short-lists" for prequalification.
- b. All information requirements provided in accordance with Section E.14. Prequalification And Two-Step Bid Procedures will be provided with the recommendation including:
  - (1) Memorandum defining the purpose of the prequalification
  - (2) A recap of the rating criteria and rating results for all participating suppliers/equipment
  - (3) The Requestor recommendation

9. Protest of Bids

- a. Any supplier who desires to protest the award of a bid or contract will submit such protest in writing to the Director of Administrative Services no later than ten days after the award. The County will not consider a claim that the selected supplier is not a responsible supplier.
- b. The written protest will include the basis for the protest and the relief sought. The Director of Administrative Services or his/her designee will issue a decision in writing within thirty days after receipt of the protest stating the decision, reasons therefore, and the action, if any, that will be taken. This decision will be final; no appeal may be taken.
- c. If it is determined that an award of a bid or contract was arbitrary or capricious, then the sole relief will be as hereinafter provided.
  - (1) Where the award has been made but performance has not begun, the Director of Administrative Services or his/her designee will require that performance under the contract not proceed.
  - (2) Where the award has been made and performance has begun, the Director of Administrative Services or his/her designee may declare the contract void upon a finding that this action is in the best interest of the county. Where a contract is declared void, the performing supplier will be compensated for the cost of performance up to the time of such declaration and will be entitled to no compensation or damages for work not performed at the time of the declaration. In no event will the performing supplier be entitled to lost profits or other consequential damages or bid preparation costs as a result of such termination.
- d. When the Director of Administrative Services determines that there is probable cause to believe that a decision to award was based on fraud or corruption or conflict of interest, the Director of Administrative Services or his/her designee may enjoin the award of the bid or contract to a particular supplier and either authorize cancellation or re-bid.
- e. A contract or bid awarded and accepted in good faith will not be affected by a pending protest.

G. Document Distribution

1. Purchase Order Distribution

- a. Supplier - original Purchase Order and applicable attachments
- b. Purchasing Division – Copy of Purchase Order and applicable attachments
- c. Accounting Division - Copy of Purchase Order and applicable attachments

- d. Funding County Entity - applicable attachments (In cases where the goods/services are shipped to an alternate division, the funding division should provide necessary order information to the receiving location.)

## 2. Contract Distribution

### a. Definitions

- (1) Original – contract form with original signatures from both (all) parties, if applicable, and any applicable attachments or exhibits
- (2) Copy – a reproduction of the contract including any applicable attachments or exhibits

### b. Supplier Authored Contracts

- (1) Original or Supplier Copy – attach and mail to supplier with purchase order
- (2) Original or Customer Copy – Clerk to the Board unless directed otherwise by the Clerk to the Board.
- (3) Copy – file with Purchasing 's copy of purchase order
- (4) Copy – CAO
- (5) Copy – Accounting Division
- (6) Copy – Funding Division/Office

### c. County Authored Contracts

- (1) Original or Supplier Copy – forward to Purchasing for transmittal to successful supplier
- (2) Original or Customer Copy – Clerk to the Board unless directed otherwise by the Clerk to the Board
- (3) Copy – CAO
- (4) Copy – Accounting Division
- (5) Copy – Funding County Entity
- (6) Copy – Any other County Entity listed on distribution line
- (7) Copy – County Administrator, for publication, if contract is executed by other than the County Administrator or by the BCC

### d. File Retention

Purchasing will maintain copies of all purchase orders, all formal bid files and any related documents in accordance with the current Jefferson County Records Retention Schedule.

### e. Public Inspection of Records

- (1) After award, all pertinent documents, will become available for inspection to the extent permitted by the Public Records statute. Reference the established County policy as it pertains to Open Records.

- (2) Purchasing may schedule inspection at a time that prevents interference with the regular discharge of the duties of Purchasing.
- (3) Purchasing will not provide clarifications or answer questions regarding information reflected on the tabulation.
- (4) All suppliers are allowed an opportunity to address questions or seek clarification at the time of the bid opening.
- (5) All requests for copies will be processed in accordance with the established county policy manual.

## H. Post Award Requirements

### 1. General

#### a. Compliance Responsibility

All monitoring and control required to insure full compliance with all terms and conditions of any contract, including, without limitation, any restrictions related to unauthorized use, copying, sale or distribution of software, will be the responsibility of the county's authorized representative as outlined in the contract.

#### b. Warranty

Each Requestor will be responsible for inspecting equipment/service prior to expiration of the warranty to ensure obligations have been met and notifying Purchasing or the CAO, as appropriate, if obligations have not been met.

#### c. Delivery Inquiries

The Requestor will contact Purchasing when delivery status of an order is required or if it has become necessary to improve the delivery of an order or alter the required delivery date.

### 2. Receipt of Goods

The Requestor shall be responsible for performing the following tasks as applicable:

#### a. Lease, Rental, Loan and Demonstration Equipment

Risk Management must be notified prior to acceptance and delivery of any rental, loan or demonstration equipment if the equipment is valued at more than \$500,000.00 or if the rental will exceed 120 days. Notification is for the purpose of assuring that such equipment is appropriately insured by the county and/or by the owner thereof.

#### b. Inspection

Prior to signing the delivery receipt, all boxes should be counted and opened, the inside contents thoroughly examined and counted to verify that the same number is received as indicated on the delivery receipt.

#### c. Loss or Damage

- (1) If it is evident based on the condition of the shipping carton that the contents are damaged, the shipment should be refused.
- (2) If there is superficial damage to the shipping carton, inspect the contents immediately in the presence of delivery personnel, if possible. The shipment should be refused if there is visible damage.
- (3) A description of any potential loss or damage should be written on both the delivery receipt and packing slip PRIOR TO ACCEPTANCE OF SHIPMENT and signed by the delivery person, if

possible. Copies of all documents should be forwarded to Purchasing immediately. Purchasing is responsible for filing loss or damage claims with carriers.

- (4) If it is not possible to refuse the shipment, damaged items must be held under reasonable care by the Requestor until arrangements can be made for their return.

d. Over Shipment

- (1) If an OVER SHIPMENT is received, the complete shipment or the quantity in excess of the order may be rejected, exclusive of printed material. Notify Purchasing who will, in turn, notify the supplier. It is the responsibility of the supplier to arrange for the return of the rejected material and to pay return shipping charges.

- (2) Any overages to be returned must be held under reasonable care.

- (3) If the Requestor desires to keep the overage, notify Purchasing and request a purchase order modification.

e. Receipt Documentation

Upon receipt, inspection and acceptance of the goods or services, the funding County Entity will enter receipt information in JDE; indicating any acceptable overages, shortages or substitutions, thereby indicating approval for payment.

f. Continued Service Orders

If the purchase order pertains to continued service, i.e. equipment maintenance, rental, etc., the receipt information must be entered into JDE as directed on the purchase order, or billing detail, authorizing subsequent payments.

g. Payment

If an invoice total amount or unit cost exceeds that reflected on the purchase order/contract, the Accounting Division will not make a payment unless approved by Purchasing.