

***PROCUREMENT POLICIES AND  
PROCEDURES HANDBOOK***

***BALDWIN COUNTY, GEORGIA***

***PREPARED BY THE FINANCE DEPARTMENT***

**BALDWIN COUNTY, GEORGIA**

**PROCUREMENT POLICIES AND PROCEDURES**

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*Baldwin County, Georgia*  
*Procurement Policies and Procedures Handbook*

1-100 GENERAL PROVISIONS 1-

101 Basis and Purpose

These policies and procedures are promulgated in accordance with Baldwin County, Georgia' (the County) administrative policies. They set forth the following elements of a controlled procurement function:

- The concept of a central procurement authority, which will institute and maintain an effective and economical program for the acquisition of goods and services for the County's departments and agencies.
- The purchase of equipment, materials, supplies, and services at favorable prices in keeping with suitability, appropriate quality, and reliable vendor performance.
- These policies and procedures are designed to formalize, simplify, clarify, improve and up-date the procurement and contracting process of the County.
- These policies and procedures are intended to encourage effective competition and to insure that County procurement is carried out in a prudent manner.
- These policies and procedures are designed to assure a procurement system of quality and integrity and are consistent with Georgia statutes.

1-102 Application

These policies and procedures shall apply to every department and Constitutional Officer of the County, except as set forth below:

- When procurement involves the expenditure of Federal assistance or contract funds, the County shall follow any mandatory requirements of applicable Federal law and implementing regulations, as stipulated by the language in the actual grant award. Nothing in these policies and procedures shall prevent the County from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement, providing that competitive procedures as described in these policies and procedures shall be followed whenever possible.
- Procurement of professional services is exempt from using sealed bids/Invitation for Bids (IFB's). The preferred method for procuring these services will be using Request for Proposals (RFP's) under the guidelines set forth in Section 3-100 these policies and procedures.

- These policies and procedures shall not be applicable to the leasing, rental, acquisition or disposition of real property.
- For 5311 Transit to be compliant with FTA guidelines and purchases made with FTA funds, please refer to Addendum A for all purchases related to 5311 Transit.

#### 1-103 Procurement Authority

The County will maintain a centralized procurement control system where all County purchases will be coordinated by the Purchasing Department. The County Manager serves as the County's Purchasing Director. However, the County Purchasing Director may delegate to personnel within the finance department the authority to purchase certain commodities or services.

#### 1-104 (a) Procurement Competition Thresholds - excludes Federal Grant Funded Purchases

Generally, all County procurement shall be subject to the following procurement thresholds:

- Formal sealed bids or proposals (estimated costs of \$30,000 or greater)
- Informal sealed bids or proposals (i.e., not legally advertised nor a public bid opening) (estimated costs of \$15,000 - \$29,999)
- Three written quotes (estimated costs of \$3,000 - \$14,999)
- Three quotes via written, telephone or facsimile (estimated costs of \$500 - \$2,999)
- Electronic requisition and purchase order (written requisition or quote for Purchasing Card purchases) (estimated costs below \$500)

#### 1-104 (b) Procurement Competition Thresholds - Federal Grant Funding Purchases

All County procurement with funds received/reimbursed with federal grant funding (i.e., GADOT Transit) shall be subject to the following thresholds:

- Micro-purchases - Awarded without soliciting competitive quotations or obtaining three verbal (estimated costs \$10,000 or less)
- Small purchases - Awarded based on soliciting quotations from an adequate number of qualified sources (estimated costs \$10,000.01 - \$250,000)
- Procurement by sealed bids (estimated costs \$250,000.01 or more)
- Local bidder preference is not allowable for federal grant funding purchases

#### 1-105 Budget Authority

Unless a budget appropriation is available, no procurement shall occur which obligates the County to pay for goods or services. Each respective Department Head or designee has the responsibility for reviewing budget availability prior to beginning the procurement process. Exclusions shall be made only for emergency purposes (see 4104).

## 1-106 Georgia Statutes

Without regard to the contents of these purchasing policies and procedures, the County will adhere to all Georgia Statutes that address County procurement and contracts. Throughout these purchasing policies and procedures, specific Georgia Statutes are referenced. However, since some Statutes are very specific and not very common, those Statutes are omitted from this document.

## 2-100 Competitive Sealed Bidding

### 2-101 Invitation for Bids (IFB's)

The statement of work or specifications of the Invitation for Bids (IFB) is critical to the successful procurement since the award using sealed bidding must be made without negotiations, unless only one bid is received (see Section 2-102.2). Basic considerations include the contractual terms and conditions which must be written to protect the interest of the County; openness of specifications; requirements for transportation and delivery; and instructions as to how the bidder is to submit the proposal. A solicitation should seek full and open competition for all purchases and provide fair and equal opportunity for all qualified persons or firms to compete. IFB's is the preferred method of procurement for the County, subject to the applicability below.

2-101.1 Applicability - All acquisitions for supplies, equipment, materials, and construction which are estimated to exceed \$30,000 shall be processed formally using Competitive Sealed Bid procedures contained herein section 2-100, unless the acquisition is otherwise documented to use other formal methods described in 3-100, 4-100 or has been determined by written justification to be exempt from formal competition for reasons allowed by these policies and procedures. Sealed competitive bids may be used to acquire any goods, services or construction if the Purchasing Director determines it to be the most appropriate method of procurement.

2-101.2 Invitation for Bids — Contents — At a minimum, the IFB shall include the following data:

- Instructions and information to bidders concerning the bid submission requirements, including the time and closing date, and the address of the office to which bids are to be delivered;
- The procurement description, basis of award, delivery or performance schedule and inspection and acceptance requirements;
- The sample contract and contract terms and conditions, including warranty and bonding or security requirements, as applicable.

2-101.3 Incorporation by Reference - The IFB may incorporate documents by reference provided that the IFB specifies where such documents may be obtained.

2-101.4 Bidder Submissions - Bid Form - The IFB shall provide a form which shall include space(s) in which the bid price(s) shall be inserted and which the bidder shall sign and submit along with all other necessary submissions. Also, this signature confirms that the bidder shall abide by these rules and regulations.

2-101.5 Multiple or Alternate Bids - The solicitation shall prohibit multiple or alternate bids unless such bids are specifically provided for in the IFB. When prohibited, the multiple or alternate bids shall be rejected, and a clearly indicated base bid will be considered for award as though it were the only bid or offer submitted by the bidder. As



an example, if the IFB includes the phrase "To be *Product A* or approved equal," it is acceptable for the vendor to submit an alternative bid

2-101.6 Local Bidder Preferences — All County purchases with an estimated cost of less than \$100,000 are subject to local bidder preference. This policy provides preference procurement to County bidders. A County bidder is defined as a bidder with either a Baldwin County or City of Milledgeville business license or has a physical business location within Baldwin County, both for at least one year prior to the procurement award. All bidders must have a valid business license.

If the local bidder's price is within the 7% of the out of County bidder's price, the transaction is subject to local bidder preference.

In these instances, the local bidder is given up to five working days to match the price of the out of County bidder (i.e., the lowest submitted price). If the local bidder matches the price in writing and all other things being equal, the local bidder will be awarded the procurement. In the event of a tie bid between a local bidder and an out of County bidder, award will be made to the local bidder if all factors, including price, quality, terms, and delivery are determined to be equal.

The County encourages local contractors to hire County residents to assist them with contracts with the County.

2-101.7 Equal Opportunity - The Purchasing Director shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete on a full and open competition basis.

2-101.8 Specifications - Using departments and agencies and the Purchasing Director shall issue product, supply, and service specifications, which are not unduly restrictive. This may include the utilization of life cycle costing and/or value analysis in determining the lowest responsible bidder, provided the specifications indicate the procedure and evaluative factors to be used. Performance specifications may be used provided they include evaluative criteria to be used in making the award. (See Section 2-103)

2-101.9 Adequate Competition - It is the responsibility of the Purchasing Director, with assistance from the applicable departments, to insure that an adequate selection of bidders is solicited for every requirement for achieving optimum competition. This responsibility includes using other advertising methods or vehicles when sources may be limited, and personally contacting potential bidders either via phone, mail, or fax if deemed necessary.

All issued and outstanding "IFBs" shall be available on the County's web page and shall be advertised on the ACCG/GMA GLGA "*Marketplace.*"

2-101.10 Competition Exceptions - All purchases and contracts shall be procured competitively either informally or formally if the aggregate estimated total is \$500 or

more (see Section 1-104) with the exception of purchases or contracts made using the following. The applicable exceptions must be cited in the comments section of the Purchase Order or in a formal memo signed by the proper approving authority when applicable and placed in the file for audit purposes;

- Purchases made on a contract or agreement written by the State of Georgia, (known as the State Contract), the Federal Government agency (e.g., specific grant provisions) or the ACCG for identical goods or services. The agreement or contract must be currently in use or active (including option periods) and have been formally competed by the State of Georgia or Federal Government Agency. This includes the General Services Administration (GSA) contracts up to the limits specified in the GSA schedule.
- Purchases directly from federal, state, county or other local government units.
- Purchases made from contracts awarded through a joint purchasing alliance.
- Subscriptions for magazines, books, or periodicals.
- Purchases for inventory items intended for the purpose of resale for the County enterprises.
- Professional Services with justification approved by Purchasing Director.
- Unusual and compelling urgency - an unusual and compelling urgency precludes full and open competition and the delay in award of a contract would result in serious injury, financial or other to the County.
- Advertisements in specific publications.
- Other exceptions as approved by the Purchasing Director (see Sole Source requirements 2-101.12.2)

2-101.10.1 State Contracts — The County is able to purchase goods and services through state procured contracts at favorable prices. Using the State Contracts facilitates the acquisition of goods and services without the County required to advertise bids, etc. The County will utilize State Contracts whenever product quality meets County requirements and the price is favorable.

2-101.11 Minimum Competition Requirements - These minimum competition requirements as included in 1-104 apply to the purchase of goods and services, which are not exempted from competition under 2-101.10 above.

2-101.11.1 Waiver of Competition - The Purchasing Director may elect to waive the competitive bidding process (although required under Section 2-100) under certain conditions including:

- A needed product or service which is available from only one supplier (i.e., sole source) (2-101.11.2)
- A particular product is wanted for experimentation, testing or to be used on a trial basis,
- Additional like-products are required to complete an current ongoing project,
- The amount of the purchase does not meet the procurement competition threshold.
- A purchase is made from another unit of government,

- The purchase of a used item is advantageous and the item is available only on short notice and subject to prior sale, or
- Justified emergencies as defined in 4-105.

The Purchasing Director shall require competition wherever practicable, and except for small purchases, the basis and reasons for each waiver shall be documented as public record.

2-101.11.2 Sole Source Procurement — Sole source procurement is permissible if a requirement is available from only a single supplier. A requirement for a particular proprietary item does not justify sole source procurement if there is more than one potential bidder or offeror for that item or service. Sole source purchase requirements may arise from a number of circumstances including, but not limited to:

- Compatibility of technical equipment, accessories, or replacement parts is the paramount consideration.
- The purchase of an item or service where compatibility is the overriding consideration.
- There is clear and compelling reason that sole source is justified and is approved by the proper authority(s) in these policies and procedures.
- The purchase of a particular product for trial or testing. (If this justification is used and additional items are required after testing, then competition must be sought if possible)
- The Purchasing Director, in writing, determines use of a sole source to be in the best interest of the County based on unusual or compelling urgency, such as in emergency situations.
- The use of other than OEM parts would void a still valid warranty.
- The purchase of a used item, which becomes immediately available and is subject to prior sale.

The Purchasing Director shall make a written determination that procurement is sole source, setting forth the reasons. In cases of reasonable doubt, competition should be solicited. Any request by a using department that procurement be restricted to one potential supplier shall be accompanied by a written explanation as to why no other will be suitable or acceptable to meet the need.

2-101.12 Disposition of Bid Security - Bid security, if any, shall be returned to the bidder when withdrawal of the bid is permitted; contract is awarded to another firm or invitation for bids are canceled after the bid opening. Normally bid securities in the form of bonds, will not be returned to unsuccessful bidders unless requested since they normally expire after contract is awarded and become invalid automatically.

2-101.13 Solicitation Time - Except as provided for under Section 4-104 and declared emergencies, the minimum time for solicitation of bids shall be 14 calendar days from the date the advertisement is posted on the County's Web site. When special requirements exist, the Purchasing Director may lengthen or shorten the bid time, but in no case shall

the time cycle be shortened if it will reduce competition. Complicated procurements may have a time period that is longer than the standard 14 calendar days. Solicitation times of less than 21 days shall be documented by the Purchasing Director as to why a reduced bid period was required.

2-101.14 Contract Duration - The length or duration of contracts for goods or services may be written for a period up to but not to exceed five (5) years unless circumstances or conditions exist which are documented to be in the best interest of the County to enter into contracts for longer periods of time. Each requirement will be closely reviewed by the Purchasing Director to determine the duration of the requirement to insure the County will benefit from contracts with longer or shorter durations. The normal procedure for contracts that are longer than one year in duration will be to write them on a yearly basis with option to extend provisions, which will be exercised at the sole discretion of the County each year.

2-101.15 Option Periods - Contractors should be notified in writing of the County's intent to exercise an option period or not, within 30 calendar days from the expiration date of the current contract period. The County will consider the following criteria prior to exercising or entering in to an extension of a contract under an option provision:

- Contractor has performed satisfactorily under original contract term.
- Services are still required under the contract.
- Current market conditions have not changed from original contract, therefore the contractor's prices under the option period are still considered fair and reasonable
- Scopes of services have not significantly changed from original contract. (If scopes of services are significantly changed then re-bid of contract is recommended.)

2-101.16 Bidding Option Periods - The County may require Contractors to bid option periods in solicitations. If option periods are bid in solicitations then they should be considered to some extent when evaluating the overall low bidder prior to making an award. If options periods are bid in solicitations, Contractors will not be allowed to increase their prices when an option period is entered into unless there have been drastic economic changes that could not be realistically considered by the contractor when they submitted their original bid. In such cases the contractor must submit proper justification of their proposed increase prior to entering into the option period. The Purchasing Director will then determine if the contractor's request is reasonable, or if it is in the best interest of the County to re-bid the requirement.

2-102 Receipt of Bids - Upon receipt, each bid shall be time-stamped by machine or by hand and shall be stored in a secure place until bid opening time. Bids shall not be opened upon receipt, with the exception of bids that must be opened in order to identify those bids, which cannot be visibly identified by the information on the envelope. If bids are opened for identification purposes only, they will be opened and resealed in the presence of witness (s) and documented as such on the front of the envelope. The bidder should be contacted if the County staff had to open the bid to identify the appropriate IFB.

2-102.1 Opening & Recording of Bids - A member of the Purchasing Division, in the presence of one or more witnesses, shall open bids publicly, at the time and place designated in the Invitation for Bids. The clock in the Purchasing Office will be used as the official clock for calling the time for bids. The name of each bidder, the bid price(s), and other information as is deemed appropriate by the Purchasing Director shall be read aloud or otherwise be made available. (Responsiveness and Responsibility are not determined during the bid opening) The bid abstract or tabulation shall be available at the conclusion of the bid opening for public inspection and distribution. Except for those items identified as proprietary information, trade secrets or other information protected under the Open Records Act, all data regarding any particular bid becomes public information immediately after a decision as to responsiveness and responsibility for award relating to that bid has been made.

2-102.2 One Bid Received - If only one responsive bid is received in response to the Invitation for Bids, an award may be made to the single contractor if the Purchasing Director finds that the price(s) submitted are fair and reasonable and that all other prospective bidders had reasonable time to respond, or there is not adequate time for re-solicitation. Otherwise, the bid may be rejected and (a) new bids may be solicited, (if new bids are solicited, the prices originally submitted shall not be released to the public in order to maintain the integrity of the procurement) (b) the proposed procurement may be canceled, or (c) if the Purchasing Director determines that the price of the one bid is not fair and reasonable, and that re-solicitation would likely-be futile, negotiations may be entered into with the lone bidder.

2-102.3 Extension of Time for Bid or Proposal Acceptance - After opening of bids, the Purchasing Director may request low bidder(s) to extend the time during which the County may accept their bids, provided that no other change is permitted. The reasons for requesting such extensions shall be documented.

2-102.4 Rejection of Bids • The Purchasing Director has the authority to reject any bid based on but not limited to the following:

- Any bid that fails to conform to the essential requirements of the invitation for bids shall be rejected.
- Any bid that does not conform to the applicable specifications shall be rejected unless the invitation for bid specifically authorizes the submission of alternate bids.
- Any bid that fails to conform to the specified delivery schedule
- A bid shall be rejected when the bidder imposes conditions that would modify the requirements of the invitation or limit the bidder's liability to the County, since to allow bidder to condition their bid would be prejudicial to other bidders.
- Any bid in which the price is considered to be unreasonable or is over budget
- Bids received from any person or contractor that is suspended debarred, proposed for debarment, or under investigation for fraud, including failure to pay Federal, State or County taxes.

- Any bid that was prepared and submitted by a vendor whom has been determined by the Purchasing Director to have an unfair advantage over the other bidders. Examples of an unfair advantage include but are not limited to the following:
  - A previous or prior employee who in the last 12 months was directly involved in the design or specification preparation of the competed procurement.
  - A vendor who was directly involved in design or specification preparation of the competed project either for pay or voluntarily.

2-103 Bid Evaluation - All products or services shall be evaluated against the requirements stated in the County's solicitation. In addition to price, the following factors may be considered in evaluating any bid response:

- delivery date after receipt of order,
- cash discounts,
- warranties (type/length),
- future availability,
- results of product testing,
- local service,
- cost of maintenance agreements,
- future trade-in value or availability of re-purchase agreement,
- availability of training courses,
- financial terms,
- space limitations,
- aesthetics,
- adaptability to environment,
- cost of operation (if any),
- safety and health features relating to regulatory codes or requirements.

The Purchasing Director and applicable department personnel will evaluate the proposal and make the award recommendation to the Purchasing Director. The Purchasing Director will recommend the award of the IFB to the County Commissioners.

2-103.1 Bid Evaluation - Product Acceptability - The Invitation for Bids may require the submission of bid samples, descriptive literature, technical data, or other material necessary to determine product acceptability. The acceptability evaluation is not conducted for the purpose of determining whether one bidder's item is superior to another but only to determine whether a bidder's offering will meet the County's needs as set forth in the IFB. Any bidder's offering, which does not meet acceptability requirements, will be rejected as non-responsive.

2-104 Award Using Sealed Bidding - The contract shall be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and the criterion set forth in the IFBs and is determined to be in the best interest of the County. Negotiations

are not allowed when using sealed bidding unless only one bid was received (2-102.2). The Purchasing Director may determine to make whole or partial awards, or may reject all bids if prices are determined to be unreasonably high or unrealistically low. If insufficient funds are available to award a contract, the solicitation may be canceled or the Purchasing Director may choose to re-scope the project and re-solicit bids, as may be determined to be in the best interest of the County.

2-104.1 Low Tie Bids - Tie bids are low responsive bids from responsible bidders that are identical in price and which meet all the requirements and criteria set forth in the IFB. At the discretion of the Purchasing Director, award shall be made if possible by methods including split orders, rotations, or if not possible to make split or rotational awards, then drawing of lots or flipping of a coin will be used to determine the award. If a local vendor is involved in a tie bid, award shall be made in accordance with rule 2-101.6.

2-104.2 Telephone Bids - Telephone bids will not be accepted, in formal solicitations, except as provided for in Section 4-100, or unless the Purchasing Director shall make written determination that market conditions are of such a nature that it is in the best interest of the County to solicit telephone bids, such as the purchase of petroleum fuels on a daily basis, under changing market conditions, or under solicitations during a declared emergency.

2-104.3 Electronic and Facsimile Bids - Bids submitted by facsimile to the Purchasing Office prior to the bid opening. These bids may be accepted under the following conditions subject to the procurement competition thresholds included in 1-104:

- the facsimile bid must refer specifically to the applicable IFB; and
- it must set forth the items, quantities, prices, and deliveries offered; and
- it shall state that the bid complies with the terms and conditions of the Invitation for Bids, and is being confirmed by submission of the bid documents properly executed. Facsimile transmissions to the Purchasing Director will not be accepted in the formal competitive sealed bid process unless the IFB specifically allows them.

2-105 Modification or Withdrawal of Bids - Bids may be modified or withdrawn by written correspondence or facsimile notice to the Purchasing Office prior to the time set for bid opening.

2-105.1 Withdrawal of Bid Prior to Bid Opening - The bidder, prior to the specified bid opening time and date, may withdraw any bid if the bidder's representative appears at the Purchasing office, or the Purchasing Director receives a written request for withdrawal at the Purchasing office. The Purchasing Director may return via U.S. Postal Service the unopened bid.

2-105.2 Withdrawal of Bid after Opening but Prior to Award - No bid may be withdrawn or contract negated unless the bidder or contractor can establish that the bid or

contract contains mistakes despite the exercise by the bidder or contractor of reasonable care. The test of reasonable care shall be that:

- the mistake relates to a material feature of the contract; and
- the mistake occurred despite the exercise of reasonable care; and
- withdrawal is deemed by the Purchasing Director to be in the best interest of the County.

The Purchasing Director will contact the County Attorney in these instances to evaluate the test of reasonable care.

2-105.3 Records - All documents relating to the modification or withdrawal of bids shall be made part of the appropriate procurement file.

2-105.4 Minor Informalities/Irregularities in Bids - A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired. If the Purchasing Director determines that the bid submitted contains a minor informality or irregularity, and then he/she either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, or waive the deficiency, whichever is to the advantage of the County. In no event will the bidder be allowed to change the bid amount. Examples of minor informalities or irregularities include but are not limited to the following;

- Bidder fails to return the number of copies of signed bids required by the invitation for bid.
- Bidder fails to sign the bid, but only if - the unsigned bid is accompanied by other material evidence, which indicates the bidder's intention to be bound by the unsigned bid. (such as bid bond, or signed cover letter which references the bid number or title, and amount of bid)
- Bidder fails to acknowledge an amendment - this may be considered a minor informality only if the amendment, which was not acknowledged, is insignificant and involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

2-106 Late Bids - Any bid, withdrawal or modification to bids received after time and date set for opening, shall be considered late and shall be rejected and returned unopened to the bidder, except as provided herein. All sealed competitive bids shall be opened as soon as possible after the time designated by the Invitation. Bids received after the bid opening time shall not be opened, but shall be rejected as a late bid. The responsibility to insure that bid solicitations are obtained and that bids are received prior to the opening date and time rests with the vendor. Situations such as "flat tires, accidents, or parking



problems" shall not be cause for acceptance of late bids. The Purchasing Director may permit the following exceptions:

- In the event of a public labor unrest (employee strike, work slow down, etc.) which may effect mail delivery, the Purchasing Director may develop and issue emergency procedures,
- There is conclusive evidence that the bid was submitted to the office designated in the IFB or RFP, on time and was mishandled by the Purchasing Director responsible for handling/receiving bids (i.e. lost or misplaced). Mishandling by other departments or offices of the County does not constitute Purchasing personnel.
- It was the only bid received.
- The Purchasing Director shall rule any other situation, which is beyond the control of both the County and the vendor, as to the acceptability of the bid.

2-107 Public Notice - Advertisement - Invitations for Bids or notices of the availability of IFBs shall posted on the Purchasing WEB site, mailed, faxed, or otherwise furnished to a sufficient number of prospective bidders to secure adequate competition. For formal bids in excess of \$30,000 public notices may be published in a newspaper of general circulation and/or in as many trade publications, secondary newspapers, in conjunction with the Purchasing Webpage to assure competition is maximized, at least 14 calendar days prior to the date for bid opening.

2-107.1 Waiver of Public Notice-Advertisement - The Purchasing Director may authorize the waiver of public notice for requirements in excess of \$100,000 (Other than those for public works and road contracts), upon written determination that circumstances call for quick procurement action.

2-107.2 Public Availability - A copy of the Invitation for Bids shall be made available for public inspection at the Purchasing Office or via the Purchasing Web Site.

2-107.3 Pre-Bid Conferences - Pre-bid conferences may be conducted for the purpose of explaining the procurement requirements. They shall be announced to all prospective bidders known to have received the IFB. The conference should be held long enough after the IFB has been issued, to allow bidders to become familiar with it, but with adequate time before bid opening to allow consideration of the conference results in preparing the bid. The Pre-bid conferences may be mandatory if determined necessary to insure familiarity of the project prior to bidding by all bidders. Nothing stated at such conference shall change the IFB unless the change is made by written amendment.

2-108 Addenda/Amendments to Invitations for Bids - Amendments to Invitations for Bids shall be identified as such and may require that the bidder acknowledge receipt of all amendments issued. The amendment shall reference the portions of the Invitation it amends. Amendments shall be sent to all prospective bidders known to have received an Invitation for Bids as well as made available on the Purchasing WEB site. Amendments shall be distributed within a reasonable time to allow prospective bidders to consider

them in preparing their bids. If the time set for bid opening will not permit such preparation, to the extent possible the bid preparation time shall be increased in the amendment, or if necessary, by telephone and confirmed in the amendment. Questions received by prospective bidders concerning the Invitation for Bid, both technical and contractual in nature will be answered in the form of an amendment to allow all potential bidders to share the same information. The Purchasing Office shall issue all amendments.

2-108.1 Addenda/Amendments to Invitation for Bids — Form - Addenda/Amendments to Invitations for Bids shall be identified as such and shall require that the bidder acknowledge receipt of all amendments issued with their bid or proposal. The addenda shall reference that portion of the Invitation it amends.

2-108.2 Distribution - Addenda/Amendments shall be sent to all prospective bidders known to have received an Invitation for Bids and posted on the Purchasing Web Site for electronic distribution (downloading). Regardless of the distribution, it is still the overall responsibility of the bidder to ensure they have received all previously issued Addenda/Amendments prior to submission of their bid.

2-109 Confidential Data - The Purchasing Director shall examine all bids to determine the validity of any requests for nondisclosure of trade secrets or other proprietary data identified in writing. The bidder prior to the bid opening under separate cover shall submit such requests. If the parties do not agree as to the disclosure of data, the Purchasing Director shall inform the bidder in writing what portions of the bid will be disclosed and that, unless the bidder protests, the bids will be so disclosed.

2-110 Mistakes in Bids - Confirmation of Bid - When it appears from a review of the opened bid that a mistake has been made, the Purchasing Director shall be responsible for requesting the bidder to confirm their bid in writing. Situations in which the confirmation should be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. If the bidder alleges mistake, the bid may be withdrawn only if the provisions of Section 2-105.2 are followed. Bidders may request in writing to Purchasing Director that they be allowed to correct a mistake in their bid, however, the mistake has to be apparent and substantiated by evidence provided by the bidder that the mistake was valid. The Purchasing Director will evaluate the request and make a determination in writing as to whether or not the correction of the mistake is allowed. Further, bidders will not be allowed to correct other than apparent typographical errors if their correction would displace another bidder.

2-110.1 Mistakes Where Intended Correct Bid is Evident - If the mistake and the intended correct bid are clearly evident to the Purchasing Director on the face of the bid document, the bid shall be corrected by the bidder to the intended correct bid and may not be withdrawn. Examples include typographical errors, errors in extending unit prices, and transposition errors.

2-110.2 Mistakes Where Intended Correct Bid is not Evident to the Purchasing Director - A bidder may be permitted to withdraw a bid if the bidder submits proof of evidentiary value in accordance with provisions of Section 2-105.2

2-110.3 Mistakes Discovered Before Opening - A bidder may correct mistakes discovered before bid opening by withdrawing or correcting the bid.

2-110.4 Determination Required - Any decision to permit or deny correction or withdrawal of a bid under this section shall be supported by a written determination by the Purchasing Director.

2-110.5 Mistakes after Award of Contract - When a mistake in a contractor's bid is not discovered until after award of a contract, the mistake may be corrected by contract change order if correcting the mistake would be favorable to the County without changing the specifications. If the mistake is not in the favor of the County, the Purchasing Director will have the following options;

- To rescind the contract via termination
- Deny the Contractor's request to correct the mistake, or
- To reform the contract by the following actions;
  - Delete the item (s) involved in the mistake
  - To increase the price of the contract by allowing the correction of the mistake, as long as the correction or increase in price does not exceed the price of the next lowest bidder. Note: Partial corrections will not be allowed in order to stay below the next lowest bidder's price.

In all cases, the burden of proof rests with the contractor. The alleged mistake must be proven by clear and convincing evidence that a mistake was indeed made. The Purchasing Director shall request the contractor to support the alleged mistake by submission of written statements and pertinent evidence such as, but not limited to; Contractor's file copy of bid, contractor's original worksheets, including supporting data used to prepare bid, subcontractor or supplier quotes, and any other evidence that will serve to establish the mistake, the manner in which the mistake occurred, and the bid actually intended. If there is not clear and convincing evidence to support the alleged mistake then no action will be taken.

### 3-100 REQUESTS FOR PROPOSALS (RFP)

3-101 Definition - Requests For Proposals (RFP) also known as Competitive Sealed Proposals, is an objective method of contracting for goods or services whereby proposals are solicited from qualified contractors, and evaluated in accordance with specified criteria. RFP's are considered negotiated procurements and following submission and review, discussions and changes in proposals and prices are allowed. The offer or proposal deemed by the County to be most advantageous in terms of criteria as designated in the RFP and is determined by the Purchasing Director to be in the best interest of the County may then be accepted. An RFP should not be used when the

service or equipment to be contracted is standard, routine or common "off the shelf" type items or if there is an industry standard associated with the service or commodity to be contracted. RFPs are a very time consuming and costly method of procurement, which should only be used when sealed bidding is not appropriate.

3-102 When Requests for Proposals are Practicable - Factors to be considered in determining whether requests for proposals are practicable include:

- Estimated contract value is more than \$50,000.
- Requirement is highly technical, unusual, is not standard "off the shelf" item, or there is not any clear standards or specifications available to use in the solicitation.
- If the contract needs to be other than fixed-price type.
- If it may be necessary to conduct oral or written discussions with offerors concerning technical and price aspects of their proposals.
- If it may be necessary to afford offerors the opportunity to revise their proposals.
- If it may be necessary to base award on a comparative evaluation as stated in the request for proposals of differing price, quality, and contractual factors in order to determine the most advantageous offering to the County.
- If the primary consideration(s) in determining award may be factors other than price(s).

3-103 When Requests for Proposals are Advantageous

A determination will be made to use competitive sealed proposals if it is determined to be advantageous to the County. Factors to be considered in determining whether Requests for Proposals are advantageous include:

- If prior procurements indicate that competitive sealed proposals may result in more beneficial contracts for the County.
- The requirement is highly technical or complex in nature and would be more advantageous to the County to use the Request for Proposal method of source selection.
- And if the factors listed in this section are more desirable than necessary in conducting the procurement; if they are, then such factors may be used to support a determination that Requests for Proposals are advantageous.
- When negotiations would be the preferred method to finalize the contractual arrangement.

### 3-104 Determinations

Before a solicitation is issued by using competitive sealed proposals (RFP), the Purchasing Director shall determine that competitive sealed bidding is either not practicable or not advantageous to the County. The Purchasing Director may make determinations by category of supply, service, or construction item(s) that it is either not practicable or not advantageous to the County to procure specified types of supplies, services, or construction by competitive sealed bidding. Procurements of the specified types may then be made by competitive sealed proposals based on this determination. The Purchasing Director may revoke such determination at any time, and all such determinations shall be reviewed from time to time for current applicability.

### 3-105 Dollar Thresholds for RFP's

Formal Requests for Proposals shall be issued by the Purchasing Office for requirements that are estimated to exceed \$30,000. Solicitations in the form of informal RFP's may be issued for requirements estimated to be less than \$30,000, if more than one vendor is known to exist that has the capabilities of providing the product or service. The Purchasing Director may accept written justification from the using agency for a sole source professional service contract, even though it may exceed \$30,000. The Department Director prior to submission to the Purchasing Director must approve this justification.

### 3-106 Content of the Request for Proposals

The Request for Proposals shall be prepared generally using the following sections as a minimum:

- SECTION I — Proposal Information: This section includes where to submit proposals, how many copies, when they are due, information regarding amendments, basis of award and acceptance time period.
- SECTION II — Minimum Specifications: This section will include project scope, location, performance period and general information.
- SECTION III - Proposal Content: This section includes a list of the requirements a potential offeror must address and include in his proposal.
- SECTION IV — Evaluation Criteria: This section includes the evaluation process, the evaluation criteria and its order of importance, and how the proposals will be evaluated.
- SECTION V — Terms and Conditions/Attachments/Exhibits: This section includes attachments such as sample evaluation score sheets, Drawings, sketches, sample contract, general conditions, special instructions, insurance requirements, etc.

#### 3-106.1 Evaluation of Proposals

RFP's shall be evaluated as per the stated criteria in the Request for Proposal. The Request for Proposals shall clearly define all evaluation factors including price if

applicable. Numerical rating systems may be used for evaluation. Factors not specified in the Request for Proposals shall not be considered.

### 3-106.2 Best and Final Offers (BAFO's)

Upon completion of discussions, the evaluation selection committee may issue to all offerors still within the competitive range a request for best and final offers. Oral requests for Best and Final Offers shall be confirmed in writing.

The request shall include:

- Notice that discussions are concluded.
- Notice that this is an opportunity to submit a Best and Final Offer.
- A due date for submission of the Best and final offer.
- Note that this is only an opportunity to revise their proposals. If they chose not to submit a Best and Final offer then their original proposal as submitted will be considered.
- After receipt of Best and Final Offers, the evaluation selection committee shall evaluate them accordingly and recommend award be made to the offeror whose best and final offer is most advantageous to the County, considering price and the other factors included in the RFP.

### 3-107 Proposal Preparation Time

Proposal preparation time should be set to provide offerors 30 calendar days under normal circumstances to prepare and submit their proposals. The Purchasing Director may modify this requirement to require less time on less complicated requirements, but in no event will the period be less than 14 calendar days, unless there is written justification which warrants an emergency procurement approved by both the Purchasing Director.

### 3-108 Form of Proposal

The manner, in which proposals are to be submitted, including any forms for that purpose, may be designated as a part of the Request for Proposals in Section 3.

### 3-109 Public Notice-Advertisements

Public Notice shall be given by advertising the Request for Proposals in the same manner provided for the Invitation for Bids. See 2-101.10

### 3-110 Pre-Proposal Conference

Pre-proposal conferences may be held. Any such conference should be held a minimum of 10 calendar days prior to the submission of initial proposals.

### 3-111 Amendments to RFP

Amendments to Requests for Proposals may be made in accordance with Amendments to Invitation for Bids prior to submission of proposals. After submission of proposals, any amendments shall be distributed to all offerors who submitted proposals.

### 3-112 Modification or Withdrawal of Proposal

Proposals may be modified or withdrawn by any offeror prior to the established due date and time.

### 3-113 Receipt of Proposals

The time and date for receipt of Proposals will be included in the RFP and may read a specific time or "close of business" on a certain date. If a specific time is cited then proposals must be received by the time or they are considered late and will not be accepted. If "close of business" is cited then proposals may be accepted at any time during business hours on the date specified. Proposals shall be opened or received as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award.

#### 3-113.1 Late Proposals

Late proposals shall be handled in the same manner as 'Late Bids' in section 2-106.

### 3-114 Only One Proposal Received

If only one proposal is received in response to a Request for Proposal (RFP), the Purchasing Director has the following options:

- Determine if there was sufficient time allotted for offerors to submit a proposal (if not, the solicitation may be amended to extend the receipt of proposal date and the only proposal received shall be returned unopened to the only offeror,
- Proceed with the evaluation of the proposal from the single offeror; if the offer meets the requirements of the County as stated in the RFP, and the cost is determined to be fair and reasonable through negotiations, an award may be made.
- If the evaluation determines that the only offeror does not meet our needs, or negotiations of the cost do not result in a fair and reasonable price, then the solicitation may be canceled and re-solicited at a later date. Note: If the solicitation is canceled the proposal shall be returned to the offeror and the canceled solicitation file shall be documented as to why it was canceled.

### 3-115 Evaluation of Proposals

The Request for Proposals shall clearly define all evaluation criteria in order of importance, including price. Numerical rating systems and/or weights may be used but are not mandatory to be listed in the RFP. However, the criteria listed in the RFP must be listed in order of importance and the weights or points assigned by the evaluation committee prior to evaluating proposals, must follow the listed importance accordingly. The evaluators shall not consider criteria that are not specified in the Request for Proposals when evaluating proposals. Selection for the award shall be conclusive based on scoring criteria as specified in the RFP. The County reserves the right to enter into Contractual Negotiations with the highest ranked firm selected by the evaluation committee. If a mutual contractual relationship cannot be established that will meet the County's needs, then the County reserves the right to enter into negotiations with the second highest ranked firm and so on.

### 3-116 Proposal Discussions with Individual Offerors

Discussions are held to promote understanding of the County's requirements and the offeror's proposal, to facilitate arriving at a contract that will be most advantageous to the County taking into consideration price and the other evaluation factors set forth in the Request for Proposals. Clarifications may be requested from Offeror's on their proposals during initial evaluations to determine the acceptability of their proposal. Furthermore, Offerors determined to be within the competitive range shall be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals, and prior to award, for the purpose of obtaining best and final offers. Auction techniques or disclosure of any information derived from competing proposals are prohibited. Any substantial oral clarification of a proposal shall be reduced to writing by the offeror.

### 3-117 Mistakes in Proposals

Since proposals are considered to be competitive negotiations there is more leeway allowed for correction of mistakes by an offeror. When it appears from a review of the proposal during evaluation and before award that a mistake has been made, the offeror may be asked to clarify their proposal in lieu of withdrawal.

### 3-118 Award of Contract

Award shall be made to the responsible offeror whose proposal is determined to be most advantageous to the County, and in the best interest of the County, based on the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation. If an evaluation committee is established, that committee may make that determination, or may make recommendation to other levels of the County organization and the Purchasing Director. The contract file shall contain the basis on which the award is made.



### 3-119 Using Requests for Information (RFI's)

Requests for Information (RFI's) may be used by the County to gather information necessary for planning purposes regarding estimated prices, delivery, research market trends, or determine capabilities of industry or technology. An RFI is only used to gather information and shall not be used to enter into a binding agreement or contracts. There is no required format for RFI's.

- General information about County or specific department's needs and future requirements may be disclosed in the RFI.
- The information gathered in response to the RFI may be used to compile or prepare specifications to be used by the County in a future procurement.
- All information received in response to the RFI shall be made available to the public and potential future Offerors as soon as practicable in order to avoid an unfair competitive advantage. Unless release of the information would harm the firm's confidential business strategy such as trade secrets or information that is protected from release under the Georgia Open Records Act.
- All firms submitted a response to an RFI shall be invited to propose on any future Requests for Proposals or Invitations for Bid which were a result from the information gathered from the RFI

### 4-100 OTHER PURCHASES

#### 4-101 Definition

The procurement of supplies, equipment, materials, or services having an estimated value of less than \$30,000 may be made on the open market by informal methods without public notice and advertisements and without following steps outlined in 2-100.

#### 4-102 Competition Not Required

The County may acquire supplies, materials, equipment, or services costing less than \$500 without benefit of documented telephone quotations or written competitive bids. The Purchasing Director or County Department acquiring goods or services in this manner shall be expected to use professional judgment to insure that the County is receiving overall best value. This rule does not preclude the option to receive written or telephone quotations. Procurement requirements shall not be artificially divided (split) so as to constitute a small purchase under this rule. The preferred method for placing orders under \$500 is the County VISA purchasing card (see Section 4-109).

#### 4-102.1 Additional Decentralized Authorities for County Groups/Units

This regulation allows the Purchasing Director to decentralize limited purchasing authority to every Department/Division, agency, commission, bureau or other units of the County as follows:

- Authority to use the P-Card for purchase of goods and services (that are not 1099 vendors), up to \$3,000
- Authority to solicit competitive quotes via telephone or fax (see 2-104.3), and up to \$2,999. All Purchase Orders are subject to audit by the Purchasing Department to ensure compliance with the County's Procurement regulations.

#### 4-103 Documented Telephone/Written Quotations

The individual departments within the County may procure supplies, equipment, materials, and services less than \$2,999 by securing documented telephone or written quotations which provide:

- the name of the company or firm,
- the person providing the quotation,
- the delivery date,
- FOB information,
- Cash terms, and
- price(s) of item(s).

Written quotations may be used in lieu of telephone quotations if it is in the best interest of the County. A minimum of three (3) businesses, if available, handling the particular commodity or service shall be requested to provide telephone or written quotations. A "no bid" shall not meet the requirement of a responsible telephone bid. Award shall be made to the business offering the lowest acceptable quotation, delivery and terms being a consideration. The Department shall maximize the opportunity for small, minority, disadvantaged and women owned businesses to participate in informal bids.

#### 4-104 Emergency Procurement - Definition

An emergency condition is a situation which creates a threat to public health, welfare, or safety such as may arise by reason of floods, epidemics, riots, equipment failures, or other such reason as may be proclaimed by a using agency. 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, safety or welfare of County residents.

#### 4-104.1 Scope of Emergency Procurements

Emergency procurement shall be limited only to a quantity of those supplies, equipment, materials, or services necessary to meet the emergency.

#### 4-104.2 Authority

Subject to emergency disaster declarations, any using agency may make emergency procurements when an emergency condition arises, and the need cannot be met through normal procurement methods. All efforts should be made to contact the Purchasing Director regarding emergency purchases as soon as feasible. In the event an emergency arises after normal working hours, the using agency shall notify the Purchasing Director on the next business day.

#### 4-105 Equipment Leasing

A municipal lease is a contract under which title to the equipment will not pass to the lessee (i.e., an operating lease). A municipal lease with an option to purchase, however, allows title to pass if the purchase option is exercised (i.e., a capital lease). It has, or has the effect, of a conditional sales agreement. Leases and purchase options should never be used to circumvent the requirements for competition. The soundest and safest approach is that any lease of equipment be subject to the requirements for competition that apply to outright purchases, either as outlined in 2-100. Municipal leases with the option to purchase should normally not be considered unless there are insufficient funds available for the outright purchase of the equipment, and there is a written justification reviewed by the Finance Director concurring that the municipal lease purchase is the preferred method of procurement, and funds are available for the term of the proposed lease.

#### 4-105.1 Execution of Lease Agreements

All lease agreement for capital equipment shall be reviewed by the Purchasing Director and County Attorney and shall be signed by the Purchasing Director, after appropriate review and negotiation of terms and conditions. The Purchasing Director may elect to seek additional proposals from third party leasing companies. Lease agreements signed by unauthorized parties may be voided and may result in personal liability. The County Manager may designate other members of County government, to sign contracts, which have been reviewed and approved by the Purchasing Director, and approved as to form by the Office of the County Attorney.

#### 4-106 County Purchasing Cards

The County Purchasing card may be used for small purchases in accordance with the regulations and regulations set forth in the ~~VISA~~ **Baldwin County** Purchasing Card Program Policies and Procedures. The P-Card is the preferred method of Procurement for small purchases. ~~The VISA Purchasing Card Program Policies and Procedures are incorporated in whole by reference.~~

## 5-100 CANCELLATION OR REJECTION OF BIDS OR PROPOSALS

### 5-101 Scope

The provisions of this rule shall govern the cancellation of any solicitation issued by the Purchasing Department under competitive sealed bidding, competitive sealed proposals, small purchases, or any other source selection method, and rejection of bids or proposals in whole or in part, whether rejected for being nonresponsive or non-responsible.

### 5-102 Policy

Solicitations should only be issued when there is a valid procurement need. Solicitations should not be issued to obtain estimates or to "test the water". A solicitation is to be canceled only when there are valid and compelling reasons to believe that the cancellation is in the County's best interest.

### 5-103 Cancellation or Rejection of All Bids or Proposals Prior to Opening

Prior to opening of bids, a solicitation may be canceled in whole or in part when the Purchasing Director and using agency determine in writing that such action is in the County's best interest for reasons including:

- The County no longer requires the supplies, equipment, materials, or services.
- The County can no longer reasonably expect to fund the procurement.
- Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.

#### 5-103.1 Notice

When a solicitation is canceled prior to opening, notice of cancellation shall be sent to all businesses solicited. The notice of cancellation shall identify the solicitation, explain the reason for the cancellation, and where appropriate, explain that an opportunity will be given to compete on any re-solicitation.

#### 5-103.2 After Opening

After opening, but prior to award, any or all bids or proposals may be rejected in whole or in part when the Purchasing Director determines in writing that such action is in the County's best interest for reasons including but not limited to:

- The supplies, equipment, materials, or services being procured are no longer needed.
- Ambiguous or otherwise inadequate specifications were part of the solicitation.
- The solicitation did not provide for consideration of all factors of significance to the County.
- All acceptable bids received exceed the budgetary constraints of the proposed contract and the County is unable to obtain additional funds.

- All otherwise acceptable bids or proposals received are at clearly unreasonable prices, or terms.
- There is reason to believe that the bids or proposals may not have been independently arrived at in open competition, bids may have been collusive, bids may have been submitted in bad faith, or bidder(s) have been determined to have unfair advantage over other bidders.

#### 5-103.3 Cancellation - Negotiation of Bids

It is a strict rule that sealed bids are never negotiable unless only one bid was received and the budgetary constraints associated with the project necessitate negotiations. However, the County in rare, urgent and compelling situations, when it can be documented that time is of the essence or the County would be harmed financially if the solicitation is cancelled and re-solicited at a later date under a reduced scope as normally required, reserves the right to consider negotiations as follows: In the event that all bids for a capital improvement or construction project exceed the available funds and the solicitation will be otherwise cancelled, the Purchasing Director is authorized to cancel the solicitation and enter into negotiations with each of the responsible bidder(s) responding to the original sealed bid acquisition. The Purchasing Director shall be required to give written notice to the respective bidders that negotiations will be conducted and each responsive bidder will be given the opportunity to participate in negotiations, by responding to a formal Request for Proposal and the award will be made to the responsible bidder offering the lowest negotiated price.

#### 5-103.4 Documentation

The reasons for cancellation or rejection shall be made a part of the procurement files and shall be available for public inspection.

#### 5-103.5 Disposition of Documents

When bids or proposals are rejected, or a solicitation canceled after bids or proposals are received, the bids or proposals which have been opened shall be retained in the procurement files, or if unopened, returned to the bidders or offerors upon request, or otherwise disposed of.

#### 6-100 Vendor Qualifications

##### 6-101 Standards of Responsibility

Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective contractor or vendor has:

- Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them necessary to indicate capability to meet all contractual requirements.

- A satisfactory record of past performance, including conduct and cooperation.
- A satisfactory record of integrity.

#### 6-101.1 Information Pertaining to Responsibility

The prospective contractor shall supply information requested by the Purchasing Director or using department concerning the responsibility of such contractor. If the contractor fails to supply the requested information, the Purchasing Director and using agency shall base the determination of responsibility upon any available information or may find the prospective contractor non-responsible if such failure is unreasonable.

#### 6-102 Ability to Meet Standards

The prospective contractor or vendor may demonstrate the availability of necessary financing, equipment, facilities, expertise, and personnel by submitting upon request:

- Evidence that such contractor or vendor possesses such necessary items.
- Acceptable plans to subcontract for such necessary items.
- A documented commitment from or explicit arrangement with, a satisfactory source to provide the necessary items.

#### 6-103 Written Determination of Non-responsibility Required

If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility setting forth the basis of the finding shall be prepared by the Purchasing Director and using department. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the procurement files.

#### 6-104 Suspension or Debarment

The Purchasing Director shall have the authority to suspend, or debar any vendors or contractors for the following:

- Default on awarded contract. (debarment)
- Failure to enter into a contract resulting in a demand or collection of a Bid Bond by the County (Suspension)
- Routinely perform unsatisfactory work. (Suspension or debarment)
- Violated contract terms and conditions without cure or remedy. (Suspension or debarment depending on severity)
- Have pending litigation against the County. (may only be suspended pending results of litigation)
- Default on the payment of any taxes, license fees, or other moneys due the County. (Suspension)
- Convicted of Fraud or criminal acts while performing as a contractor on any contracts, even those not associated or written by the County. (Debarment)

- If documentation substantiates a consistent past performance record of habitually or continuous unsatisfactory performance, safety violations, repeated violations of contract provisions, or delinquent performance by a contractor. (Suspension)

The Purchasing Director may debar vendors from bidding on, or performing as a subcontractor on all County contracts for a minimum period of 1 year up to a maximum of 3 years. Vendors may be suspended from doing business with the County, for a minimum period of 3 months, up to a maximum period of 12 months. However, if a vendor under suspension fails to correct or cure the deficiency in which they have been suspended during the suspension period, the Purchasing Director may convert the suspension into a debarment. Prior to formally suspending or debarring any vendor, the Purchasing Director shall review and investigate all reasons and evidence supporting such a decision and shall inform the suspended or debarred vendor in writing of such decision. The suspended or debarred vendor may at the conclusion of the suspension or debarment period, submit a formal request to be removed from such status. Upon receipt of this request the Purchasing Director will be required to investigate current and past performance since the suspension or debarment by the suspended contractor to determine responsibility.

#### 7-100 Specifications

#### 7-101 General Purpose and Policy

The purpose of a specification is to serve as a basis for obtaining a supply item or service adequate and suitable for the County's needs in a cost effective manner, taking into account, to the extent practicable, the costs of ownership and operation as well as initial acquisition costs. It is the policy of the Purchasing Office that specifications permit maximum practicable competition consistent with this purpose.

#### 7-101.1 Use of Functional or Performance Descriptions

Specifications shall, to the extent practicable, emphasize functional or performance criteria while limiting design or other detailed physical descriptions to those necessary to meet the need of the using agency

#### 7-101.2 Preference for Commercially Available Products

To the extent practicable, preference shall be given to the procurement of standard commercial products. In developing specifications, accepted commercial standards should be used and unique requirements should be avoided.

#### 7-102 Brand Name or Equal Specifications-Conditions for Use

Brand name or equal specifications may be prepared when it is in the best interest of the County and when the item to be procured is best described by the use of such a specification. Brand name or equal specifications shall seek to designate, as many

different brands as are practicable as "or equal" references, and shall further state those substantially equivalent products, which will be considered for award.

#### 7-103 Brand Name Specifications - Conditions for Use

Since use of a brand name specification is restrictive, it may be used only when the brand name or items will satisfy the using agency's needs or the item is to be used for resale purposes. The Purchasing Director shall seek to identify sources from which the designated brand name or item can be obtained and shall solicit such sources to achieve whatever degree of competition is practicable. If only one source can supply the requirement, the procurement shall be made under provisions of Section 2-101.11.2.

#### 7-104 Qualified Products List - Conditions for Use

A qualified products list may be developed when testing or examination of the materials or equipment is required prior to the issuance of the solicitation.

#### 7-105 Specifications Prepared by Other Than County Staff

All specifications prepared by other than County Staff, including consultants, architects, engineers, and designers, shall not be restrictive but shall, to the extent practicable, allow for maximum competition.

### 8-100 BID SECURITY

#### 8-101 General Policy

Invitations for Bids for construction, labor, and public improvement contracts in excess of \$100,000 shall require the submission of bid security in an amount equal to at least five percent (5%) of the bid, at the time the bid is submitted. The Purchasing Director may set bid security requirements, in an amount of not more than 5% of the contract amount, for other types and dollar amounts of contracts if deemed necessary. The Purchasing Director may determine it necessary to require bid security on projects less than \$100,000. If a bidder fails to accompany the bid with the required bid security, the bid may be rejected as nonresponsive.

#### 8-101.1 Acceptable Bid Security

Acceptable bid security shall be limited to:

- A one-time bid bond underwritten by a company licensed to issue bonds in the State of Georgia
- A bank cashier's check made payable to the County
- A bank certified check made payable to the County



The bid security is submitted as a guaranty that the bid will be maintained in full force and effect for a period of not less than sixty (60) days after opening of the bids or as specified in the IFB.

#### 8-102 Contract Bonds

For contracts in excess of \$100,000, a separate Performance Bond, Labor and Materials Payment Bond, and Maintenance Bond may be required for all construction, labor, and public improvement contracts each in the amount of 100% of the contract price. The contractor shall deliver these bond(s) to the County within 10 calendar days after receipt of the Notice of Award, or at the same time the contract is executed. If the contractor fails to deliver the required Bond(s), the contractor's bid or contract may be rejected or terminated for default. The Bond(s) must be submitted on Bond form(s) prepared and approved by the County Attorney's Office, and executed by a surety company authorized to do business in the state of Georgia. Performance, Payments and Material, and Maintenance Bonds may be required on contracts less than \$100,000 if the Purchasing Director determines it to be in the best interest of the County

#### 8-103 Legal Review of Bonds/Insurance Certificates

All Bonds shall be on Bond Forms prepared and approved by the County Attorney's office, including bonds required on solicitations/contracts less than \$100,000. All contract Bonds or other sureties shall be reviewed with the contract for legal sufficiency. Deletions or additions to the Bond terms by contractors or sureties shall not be permitted

#### 8-104 Insurance Requirements

The Purchasing Director may require such insurance as the Purchasing Director may deem necessary for the protection of the County, or as may be required by County Code or Regulation. When a contract requires contractor insurance, the insurance certificates shall be provided with the contract, including all exceptions and riders attached to the certificate, and shall be reviewed for legal sufficiency by the County Attorney's office. All County contracts shall include a requirement for the provision of Worker's Compensation insurance. All contractors shall carry worker's compensation insurance. At a minimum, this insurance coverage shall be in the statutory amount. Independent Contractors shall carry Worker's Compensation insurance to cover themselves and any employees or agents working, or who may work, under the County contract. Workers and contractors who are not protected by Worker's Compensation insurance shall not participate in a County contract.

#### 8-105 Additional Bonding

If at any time during the continuance of a Contract, a surety on the Contractor's bond or bonds becomes irresponsible, the County shall have the right to require additional and sufficient sureties which the contractor shall furnish within 10 calendar days after written

notice to do so. Such surety bond shall cover the entire contract amount, regardless of changes in total contract amount.

#### 8-106 Exceptions

If it is deemed by the Purchasing Director to be in the County's best interest, the Purchasing Director may waive or reduce the dollar amounts of any Bonds or insurance, except Worker's Compensation Insurance, if the actual contract price is less than \$50,000. However, in the event that the price or any construction, labor, or public improvement contract for which the Purchasing Director has reduced or waived Bonds should reach a value of \$100,000 or more, through change orders or otherwise, then the contractor may be required to provide separate Bonds each in the amount of 100% of the new contract price, and additional insurance, as determined by the Purchasing Director.

#### 8-107 Execution of Contracts

All County contracts shall be procured in accordance with these regulations. No County contract shall be approved or executed unless and until sufficient funds have been appropriated by the County Commission and are available for the contract. All contracts shall be written on County contract forms (not other company's contracts) and include provisions for termination in the event of non-appropriation of funds. County Purchasing Office shall maintain the original copy of all contracts.

#### 8-108 Legal Review of Contracts

All County contracts in excess of \$100,000 and any other contracts determined necessary by the Purchasing Director, shall be reviewed as to legal form by the County Attorney's office except as may otherwise be provided in these regulations or by written agreement between the County Attorney and the Purchasing Director. County contracts shall utilize only those contract terms and standard forms, including purchase orders, which have been approved for use by the Purchasing Director, unless the Purchasing Director and the County Attorney determine that an alternative term or form should be used.

#### 8-109 Legal Notice to Bidders — Required Contract Provisions

All County Contracts, regardless of dollar value, shall contain the County appropriation of funds clause, and shall contain a clause designating the law governing the contract, shall be Georgia Law and that venue and court jurisdiction for all legal actions shall be in Georgia Courts, unless otherwise specifically required by Federal or State Law

## 9-100 Procurement Ethics

### 9-101 Conflicts of Interest

O.C.G.A. § 16-10-6 of the Georgia Code only allows any employee, appointed officer, or elected officer to sell real and personal property to the County in the following circumstances:

- Sales of personal property of less than \$200 per calendar quarter;
- Sales of personal property made pursuant to sealed competitive bids made by the employee, appointed officer, or elected officer, either for himself or herself or on behalf of any business entity; or
- Sales of real property in which a disclosure has been made:

Also, O.C.G.A. § 36-1-14 no County Commissioner or County employee shall purchase such goods or property from any store in which such County, any member thereof, or other County officer is an employee, or in which he is directly or indirectly interested, or from any person or partnership of which he is a member or by whom he is employed, unless by sanction of the majority of the members of the County Commission or unless it is made clearly to appear that such individual, partnership, or owner of the store offers and will sell the goods or property as cheaply as or cheaper than the same can be bought elsewhere.

9-102 Employee Owned Business — The County shall not contract for goods or services for any department if the contract is with an employee of that department. Furthermore, contracting for goods or services with an employee, administrative officer, member of the employees immediate family, or a company which is owned in whole or part by an employee, administrative officer, or a member of his/her immediate family, or a company in which an employee, administrative officer, or a member of his/her immediate family has a financial interest (as defined below), is permitted providing strict adherence to the following requirements;

- The Purchasing Office shall be notified immediately in writing of such an ownership interest or financial interest. Stock owned in a corporation listed on one of the stock exchanges does not constitute an ownership or financial interest. No contract for goods or services shall be written to an employee owned business if it could be construed or there is an appearance that the County employee owned business has an advantage over other competitors.
- No solicitation of business by the employee shall take place during his/her normal duty hours.
- All Purchases or Contracts involving employee owned businesses, regardless of estimated cost, shall be completed by the Purchasing and Contracts Division.
- No Master Agreements or Annual Purchase Orders will be allowed.

DEFINITIONS: For the Purpose of this provision, "owned in part" means having an ownership interest of more than 10% of the business. "Financial Interest" means any interest in the business by means of a loan or other evidence of indebtedness, in excess of 10% of said business's outstanding indebtedness. "Immediate family" is defined as a spouse, parent, child, or sibling.

9-103 Gratuities - An employee directly connected to a County Contractor by performing contract oversight/contract administration, ordering/receiving goods or services from, or potentially involved in the selection of a contractor, shall not solicit or accept a gratuity. A gratuity is defined as any gift, favor, entertainment, loan, tip, or any other item of monetary value from any person or corporation that is in one of the following circumstance in regard to the County:

- Seeking to obtain contractual or other business or financial relations with the County.
- Conducts operations or activities that are regulated by the County. (i.e., a County contract)
- Possesses interests that may be substantially affected by the employee's performance of assigned duties and responsibilities.

Services or product discounts offered universally to all employees through a regulated County process do not constitute gratuities. An employee may accept the following without it being considered a gratuity:

- Food and refreshment at a luncheon, dinner meeting, or inspection in conjunction with County business.
- Unsolicited advertising or promotional material of nominal value when used only in the employee's performance of assigned duties.

## Appendix A

### Purchasing Thresholds

#### Selecting the Appropriate Method of Purchasing

The following table identifies when each competitive purchasing method applies to procuring goods and services:

Estimated Total Cost	Purchasing Method to Use	Position with Oversight Authority
Below \$500	Informal Purchases <i>Electronic requisition and purchase order</i>	Purchasing Coordinator
\$500 - \$2,999	Informal Quotes for Small Purchases and Professional Services <i>(Requires three written quotes via written, telephone, email or facsimile)</i>	County Manager or Designee
\$3,000 - \$14,999	Written Quotes <i>(Requires three written quotes)</i>	County Manager or Designee
\$15,000 - \$29,999	Informal Sealed Bids or Proposals <i>Written specifications and a minimum of 3 written quotes required</i>	County Manager or Designee
\$30,000 or greater	Formal Bids/Proposals Invitation for Bids (for purchases in which the cost is the primary evaluation criterion) Request for Proposals (for purchases of professional services where more than one evaluation criterion exists) <i>Formal contract required</i>	County Manager or Designee

## Appendix B

### Definition of Terms

*"A WARD"* - The acceptance of a bid or proposal; the presentation of a purchase agreement or contract to a bidder.

*"BEST BID"* — A bid which is not necessarily the lowest, but rather best fits the needs and interest of the County when taking into account the responsibility of the bidders.

*"BEST INTEREST OF THE COUNTY"* - A term granting a purchasing official the authority to use discretion to take action felt to be the most advantageous to the County, including award of a contract to the lowest best bid.

*"BID"* - An offer, as a price, whether for payment or acceptance, given to the County by a bidder on a County contract.

*"BID BOND"* - An insurance agreement in which a third party surety agrees to be liable to pay a certain amount of money in the event that the bidder's bid is accepted by the County and the bidder fails to accept the contract as awarded and approved as to form by the County Attorney.

*"BRAND NAME SPECIFICATION"* - A specification that cites the brand name, model number, or some other designation that identifies a specific product to be offered exclusive of others.

*"BRAND NAME OR EQUAL SPECIFICATION"* - A specification that cites brand names, model numbers, or other identifications as representing quality or performance called for, when inviting bids on comparable items or products of any manufacturer.

*"CALCULATION OF SOLICITATION DOLLAR VALUE"* - When calculating the estimated value of procurement to determine whether it is solicited under informal or formal procedures, the agency shall use the estimated value of the services or items being purchased plus the value of any applicable option years.

*"COUNTY"* - The County, including all County Departments/Divisions.

*"CENTRALIZED PURCHASING"* - A system of purchasing in which the authority, responsibility, and control of purchasing activities is concentrated in one administrative unit.

*"COMPETITIVE BIDDING"* - The submission of prices by individuals or firms for a contract, privilege, or right to supply merchandise or services.

*"COMPETITION DOLLAR THRESHOLD"* — The maximum dollar amount for a requirement that does not require competitive quotes (Below \$500)

*"CONFIDENTIAL INFORMATION"* — Subject to the Open Records Act, any information which is available to a County employee only because of the employee's status as a public employee and is not a matter of public knowledge, such as trade secrets and test data, which may be provided to the County on a confidential basis during the contracting process.

*"CONTRACT"* - Any type of County agreement, regardless of what it may be called, for the procurement or disposal of supplies, equipment, materials, or services.

*"DISCUSSIONS"* — Terminology synonymous or meaning negotiations.

*"EMERGENCY PURCHASE"* - A purchase made without following the normal purchasing procedures in order to obtain goods or services to meet an urgent and unexpected requirement.

*"EVALUATION OF BID"* - The process of examining a bid after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the bid that relate to determination of the successful bidder.

*"FORMAL SOLICITATION PROCESS"* — The process used for soliciting and awarding contracts, which exceed \$30,000. This process involves formally advertising the requirement as per these policies and procedures, issuing either a formal IFB or RFP, and making the resultant award on a contract. The formal solicitation process may also be used on requirements less than \$30,000 if deemed appropriate by the Purchasing Director.

*"INVITATION FOR BIDS"* (IFB) - All documents, whether attached or incorporated by reference, utilized for soliciting bids. Preferred Method of Procurement of Goods, services, and Construction by the County.

*"INFORMAL SOLICITATION PROCESS"* — The process of soliciting bids or proposals for requirements less than \$30,000 from prospective contractors without formally advertising or issuing a formal IFB or RFP. Following the approved Purchasing Thresholds (Appendix A), under the informal process bids or proposals may be conveyed and received by letter, telephone, fax, or other means and under conditions different from those required for formal bidding. Competition is still required using this process unless waived in writing by the Purchasing Director.

*"LEGAL NOTICE"* - Notice of a proposed purchase as required by law. Depending on the legal requirement, notice may be satisfied by posting an announcement of the purchase in a public place, notification of the appropriate bidders from the plan holders list, formal advertisement in a newspaper of general circulation, or a combination of these methods.

*"LOWEST RESPONSIBLE BIDDER"* - The bidder submitting the lowest initial price and has been determined to be responsible based on past performance, financial capabilities, and ability to perform the required work.

*"LOWEST RESPONSIVE BIDDER"* — The bidder submitting the lowest and best bid and who meets all requirements of the bid invitation.

*"MISTAKE IN BID"* - A miscalculation in composing a bid resulting in an incorrect price or other term which will affect the bidder's eligibility to be awarded a contract.

*"MULTI-STEP BIDDING"* - Source selection involving two competitive steps, the first constituting a technical proposal for furnishing the product or service described in the solicitation and the second a submission of prices.

*"NO BID"* - A response to an Invitation for Bid stating that the respondent does not wish to submit a bid.

*"NONRESPONSIVE BID"* - A bid that does not conform to the requirements of the Invitation for Bids; non-conforming bid; unresponsive bid.

*"PERFORMANCE BOND"* - A contract of guaranty executed subsequent to award by successful bidder to protect the County from loss due to contractor inability to complete the contract as agreed.

*"PERFORMANCE SPECIFICATION"* - A specification describing the performance characteristics sought in a product or service; a purchase description accenting performance over design; a functional rather than a generic or physical specification.

*"PROFESSIONAL SERVICES"* - Those services which are essentially intellectual in character and which include analysis, evaluation, prediction, planning, or recommendation. Professional services involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field. Professional services include, but are not limited to, services performed by accountants, auditors, analysts, consultants, lawyers, physicians, planners, artists, engineers, and architects. Preferred method of procurement of Professional Services is using RFP's; however, they are not required.

*"PROTEST"* - A written statement concerning an unresolved disagreement or controversy arising out of the solicitation or award of a contract.

*"PRE-QUALIFICATION OF BIDDERS"* - The screening of potential suppliers or contractors in which the Procurement Analyst considers such factors as financial capability, reputation, management, etc., in order to develop a list of prospective bidders qualified to be sent invitations to bid.



*"PURCHASE REQUISITION"* - That document whereby a using agency requests that a contract be entered into for a specific need and may include the description of a request item, delivery schedule, transportation data, criteria evaluation, suggested source of supply, and information supplied for the making of a written determination. The Purchase Requisition is required prior to soliciting bids or proposals.

*"PROPRIETARY INFORMATION"* — Subject to the Open Records Act, information or data describing technical processes, mechanisms, or operational factors that a business wishes to keep confidential and restricted from public access.

*"PROPOSAL"* - An offer made by one party to another as a basis for negotiations for entering into a contract.

*"PURCHASE ORDER"* - A County document which formalizes a purchase transaction with a vendor. A purchase order contains statements as to quantity, description, price, terms, discounts, and date of performance, transportation, and other factors pertinent to the purchase and its execution by the vendor. Acceptance of a purchase order by the vendor constitutes a contract.

*"PURCHASING DIRECTOR"* - The County Manager is the Purchasing Director.

*"QUALIFIED PRODUCTS LIST"* - An approved list of supplies, services or construction items described by model or catalog numbers, which, prior to competitive solicitation, the County has determined will meet the applicable specification requirements.

*"REQUEST FOR PROPOSALS"* (RFP) - All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals; the RFP procedure permits negotiation of proposals and prices as distinguished from competitive bidding and an Invitation for Bids.

*"RESPONSIBLE BIDDER"* — A bidder who in the County's sole judgment, has the financial capability, technical ability, and a record of satisfactory past performance in all respects, to perform in full the contract requirements, and the integrity and reliability that will assure good faith performance.

*"SEALED BID"* - A bid which has been submitted in a sealed envelope, to prevent its contents from being revealed or known before the deadline for the submission of all bids. Sealed Bids are associated with IFB's. Sealed bids are awarded without discussions/negotiations.

*"SIMPLIFIED PURCHASE PROCEDURES"* — Procedure in which purchases for goods or services less than \$50,000 may be purchased by using the informal bid process.

*"SPECIFICATIONS"* - Any description of the physical, functional, or performance characteristics, or have the nature of a supply, service, or construction item. A

specification includes, as appropriate, requirements for inspecting, testing, or preparing a supply, service, or construction item for delivery.

*"TRADE SECRET"* - Any aspect of a business or its operation not made available to competitors.

*"VALUE ANALYSIS"* - An organized effort to analyze the function(s) of products, systems specifications and standards, and practices and procedures, intended to satisfy the required function(s) in the most economical manner.

*"WAIVER OF BIDS"* - A process authorized by the Director to procure items without competitive bidding procedures because of unique circumstances related to a particular need or procurement, including emergency provisions.

*"SOLE SOURCE JUSTIFICATION"* - The written justification which rationalizes or justifies a specified procurement which was accomplished without using full and open competition.

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