

PURCHASING MANUAL



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THIS PURCHASING MANUAL WAS PREPARED WITH ASSISTANCE FROM THE FOLLOWING DEPARTMENTS:
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Section 1

Introduction

1. **Introduction**

Procurement Services is a service department organized to support the Elected Officials, Departments, and Employees of the County of Imperial. Procurement involves the acquisition of equipment, furnishings, supplies, maintenance services, construction services and contractual services within pre-established budgetary constraints. Our goal is to serve the County's best interests by diligent action and fair dealing which will result in receiving the best values per dollar spent, and to do so in the most efficient manner possible.

Procurement also includes preparing budget estimates; preparing bid specifications (in conjunction with originating departments); initiating formal and informal requests for quotations, proposals and bids; conducting public bid openings; evaluating bids; negotiating, awarding, and administering contracts until final completion or termination.

This manual maintains uniform procedures relating to the purchase of commodities and services needed in the operation of the Departments of the County of Imperial. The requirements stated herein shall apply to all purchases of commodities and services.

Our **Mission** is to provide timely and cost effective procurement and services in support of all County operations while ensuring fair and equal opportunity for all interested in doing business with the County.

1.1 Purpose – This Purchasing Manual shall serve as a source of instruction to All Department Heads (elected or appointed) and County Employees.

1.2 Scope – The Scope of this Manual includes all Department Heads (elected or appointed) and County Employees.

This Manual supersedes all previous purchasing manuals, policies, and written procedures not consistent with this Manual. While this Manual aims to be comprehensive, fact specific issues regarding the County purchasing process may arise that are not specifically addressed by this Manual which shall be reviewed by the Purchasing Agent on a case by case basis taking into consideration the requirements of the County Purchasing Ordinance (current revision), and advice of County Counsel, and Risk Management.

1.3 Distribution – This manual will be distributed to all Department Heads (elected or appointed) and County Employees involved in the purchasing process. Departments may request an electronic copy which will be forwarded to that department via e-mail.

1.4 Implementation – In accordance with the County Purchasing Ordinance (current revision), Procurement Services shall be responsible for the purchase or lease of all materials, supplies, furnishings, equipment, insurance and surety and fidelity bonds or other personal property, and personal / professional services in accordance with the limitations set forth herein.

1.5 Revisions – This manual is to serve as a up-to-date guide to County purchasing policies and procedures. As necessary changes are made in policies and procedures, appropriate revisions will be made. Procurement Services shall be responsible for accurately maintaining this Manual.

Section 2

Definitions

2. **Definitions** – The following words, when used in the Manual, be defined as follows:

2.1 **Acknowledgment** – A communication (written or electronic) used to inform the buyer that the supplier has accepted the purchase order. An acknowledgment creates a bilateral contract, as long as the terms of the acknowledgment are not substantively different from those of the purchase order.

2.2 **Addendum** – An addition to, deletion from, correction, modification or cancellation of a formal RFQ/RFP.

2.3 **Amendment** – An agreed addition to, deletion from, correction or modification to the terms and conditions, scope of work, specifications or provisions of a contract.

2.4 **Best Value** – The expected outcome of an acquisition that, in the County's estimation, provides the greatest overall benefit in response to the requirement.

2.5 **Bid Bond** – A “bid guaranty” consisting of a firm commitment that the bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.

2.6 **Construction** – The building, altering, improving, repair, or demolishing of any real property owned or leased by the County of Imperial.

2.7 **Contract** – An agreement or purchase order for the purchase or disposal of commodities and services.

2.8 **Emergency Purchase** - The immediate purchase of commodities or services caused by a sudden, unexpected turn of events beyond the control of the County involving public health, welfare, safety, injury or loss.

2.9 **Equal Clause** – Whenever reference to a specific brand name is used in the specifications of an RFP or RFQ, it is illustrative and to be construed as a specification which describes a component that has been tested or evaluated by the County as best meeting specific operational, design, performance, maintenance, quality and reliability standards and requirements of the County, thereby incorporating these requirements by reference within the specification.

✱ An equivalent (“or equal”) may be offered by the bidder, subject to testing or Evaluation by the county prior to award of contract.

✱ The County shall be the sole judge of whether any proposed item will fulfill its Requirements for the County's intended purpose and reserves the right to reject Proposed item as non-responsive.

✱ It shall be the sole responsibility of the bidder to provide, at bidder's expense, any

Product information, test data and other information or documents the County may require to fully evaluate or demonstrate the acceptability of the offered substitute.

- * Where appropriate, independent testing or evaluation (including destructive testing) may be required as a condition of acceptance at a qualified test facility at the bidder's expense.

- 2.10 FOB – Destination** – Free on Board Destination. The title does not transfer from the supplier to the County until the products are received. The County is not responsible for products damage in transit, and should notify the supplier for a “no charge” replacement product(s).
- 2.11 FOB – Origin** - Free on Board Origin. Title of the goods transfer to the County as soon as they leave the vendors dock. The County is responsible for the transit of goods and must contact the delivery carrier to process a freight claim if products arrive damaged.
- 2.12 Payment Bond** – The payment bond protects most providers of material and labor to a job. It guarantees that the contractor will pay bills in accordance with the contract terms.
- 2.13 Performance Bond** – A bond issued by an insurance company to guarantee satisfactory completion of a project by a contractor.
- 2.14 Personal and Professional Service Contracts** – Personal/Professional service contracts are those purchases in which the vendor performs a labor intensive service (i.e. auditing, consulting, counseling, temporary help, equipment maintenance, etc., rather than providing a product).
- 2.15 Pre-bid or Pre-Proposal Conference** – When bids are complex in nature due to specifications, the number of suppliers bidding, the amount of business to be awarded, the critical nature of the resulting contract, and so on, a pre-bid or pre-proposal conference may be an appropriate way to communicate information to the potential suppliers.
- 2.16 Prevailing Wage Rate** – The wage that CONTRACTORS must pay its employees for a public works project, in accordance with Section 1720-1861 of the California Labor Code. The Director of the Department of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing wage rate per diem wages and rate of legal holidays and overtime work. Contractor must pay any labor therein described or classified in an amount not less than the rates specified.
- 2.17 Price Reasonableness** – A price that does not exceed that which would be incurred by a prudent person in the conduct of a competitive business. A reasonable price is established by competition, market test, price or cost analysis, or through the experience and judgment of the Purchasing Agent or designee.
- 2.18 Proposal** – An offer that, if accepted, creates a contract. A proposal may be made in response to a solicitation, or may be unsolicited.
- 2.19 Public Works** – Construction of, improvements to, repairs to, or remodeling of public owned land, buildings or attachments thereto.

- 2.20 Purchase** – An acquisition of commodities or contractual services obtained by contract, whether by rent, lease, installment or lease purchase, or outright purchase. The following are not purchases: Transfer, sale or exchange of personal property or services between County Departments.
- 2.21 Request for Information (RFI)** – An RFI is a questionnaire or inquiry into the supplier’s background to gather, share and clarify information needed in the development of an RFQ/P, or as a tool used during budget preparation activities. An RFI is not limited to suppliers but can also include input from consumers, community groups and other interested parties. An RFI can be written, oral, faxed, or e-mailed.
- 2.22 Request for Proposal (RFP)** – A competitive solicitation that is used whenever the County cannot specify with certainty the item or service needed and the vendor is asked to propose a solution to a particular situation. These proposals are not opened publicly. Bidders may be called to clarify their responses and allow for further negotiations of the prices, terms and conditions of their offer. These are generally awarded to the vendor that best meets all the requirements listed in the RFP evaluation criteria.
- 2.23 Request for Qualifications (RFQ)** – These procedures are used when a large or complicated purchase is being considered and the potential pool of suppliers must be pre-qualified. In this case an RFQ or RFI, is a questionnaire or inquiry into the supplier’s background. This is used to determine if the supplier meets the minimum standards needed to successfully bid on the project and, if awarded, successfully complete the project.
- 2.24 Request for Quotation (RFQ)** – A competitive solicitation that is used whenever the County can specify with certainty the performance, functional or technical characteristics or the item or service needed. This bid is opened publicly and award is generally to the lowest cost bidder meeting the minimum specifications as specified in the bid document and has the ability to fulfill the obligation.
- 2.25 Responsible Bidder** – A bidder who has the capability in all respects to perform the contract requirements fully, and whose integrity and reliability will assure good-faith performance.
- 2.26 Responsive Quotation/Bid** – A quotation/bid determined by the Purchasing Agent, or designee, to be in substantial conformance with the specifications, delivery requirements, and conditions prescribed in the request for quotations or request for proposal, free of material mistakes or errors.
- 2.27 Single Source Purchase** – A purchase of a commodity or service without obtaining competitive bids although more than one source is available.
- 2.28 Sole Source Purchase** – A purchase of a commodity or service that is noncompetitive in price, specifications, use, or scope of work. The commodity or service is proprietary and no other vendor is qualified or willing to meet the County’s specified requirements. Approval is necessary before Department can purchase.
- 2.29 Specifications** – Detailed statements describing the materials, dimensions, performance

requirements, or workmanship of something to be built, installed, manufactured or processed to define what constitutes an acceptable product or service.

- 2.30 Statement of Work (SOW)** – The SOW provides potential suppliers with a clear description of the work to be performed, including inspections, testing and acceptance, quality, support services, documentation, maintenance, results to be achieved, and any other requirements.
- 2.31 Total Cost/Life Cycle Cost** – A comprehensive systems approach to analyzing purchases, processes, and supply chain-related decisions to include the purchase price, transportation cost, indirect handling, inspection, maintenance cost, disposables, installation, operation, training, and disposal.
- 2.32 Types of Purchase Orders** – The County utilizes a variety of vehicles to procure goods and services. “A” Purchases Orders are used for commodities, services and contracts that can be predetermined by a County Department due to past history. This type of purchase order is referred to as a blanket purchase order. “B” Purchase Orders are used for commodities and services being purchases on a one time basis. “E” Purchase Orders are use by Purchasing while staffing the Emergency Operations Center (EOC).

Section 3

Purchasing Agent Duties

3. **Duties of Purchasing Agent**

The Board of Supervisors has established the office duties of Purchasing Agent for the purpose of purchasing and selling materials, supplies, equipment, and other personal property (County Codified Ordinance 2.52). The Purchasing Agent makes purchases, rentals, and contracts **only** upon proper written documentation.

3.1 Purchases - Purchases for all departments, offices or other organizational units of the County of Imperial and any special district whose affairs and funds are under supervision and control of the Board of Supervisors and for which the Board of Supervisors is the ex-officio governing body, all materials, supplies, furnishings, equipment, livestock, and other personal property, except in cases of emergency or as otherwise provided in this manual. Individuals contracting for or purchasing any commodities, thereby obligating the County of Imperial without proper authority, may be personally liable for any charges incurred.

Departments needing to purchase used equipment shall contact the Purchasing Agent. The Purchasing Agent in conjunction with the department will determine if the price of the equipment is the best value for the funds being used and in the best interest of the County.

3.1.1 Rentals – The Purchasing Agent shall have the authority to rent for the County’s use of office furnishings, equipment and livestock. (Codified Ordinance 2.52.060).

3.1.2 Sale – The Purchasing Agent shall have the authority to sell any personal property belonging to the Also, when purchasing personal property, the Purchasing Agent may accept advantageous trade-in allowances for such property not further required for public use.

When specifically authorized by law, The Purchasing Agent may sell or dispose of personal property of any special district and pay the proceeds thereof into the treasury of the district, or if an exchange or trade is made, return the proceeds to the special district. The Purchasing Agent shall have the authority to perform such other services as the Board of Supervisors may from time to time by resolution require.

3.1.3 Contracts for Service – The Purchasing Agent shall have the authority to engage the services of independent contractors to perform services for the County, the various departments, agencies and certain specific special districts, with or without the furnishing of materials, within the limit provided by law.

3.1.4 Construction and Repair – The Purchasing Agent shall have the authority to engage the services of any independent contractor to construct or repair any public building or structure, within the limit provided by law.

3.1.5 Disposal of Property - The Purchasing Agent has the sole responsibility to dispose of surplus County-owned property or salvage. Surplus property may be disposed of by means of auction, surplus bid, equipment trade-in, recycling or donation. In an attempt to save funding and maximize County assets to the end of their useful life, any department that has surplus property in usable condition should contact Purchasing by e-mail describing the surplus property, attaching photographs if possible. Purchasing will then distribute this e-mail to each department for possible transfer.

Section 4
General Policies

4. **General Policies**

The Board of Supervisors has established a centralized purchasing system by adoption of the County of Imperial Codified Ordinances (2.52 Current Revision). Authority to purchase/contract, with few exceptions, lies with the Purchasing Agent and Board of Supervisors. The Purchasing Agent has the duties and powers for the purchase of all County materials, supplies, furnishings, and equipment, and services contracts with some limitations, as prescribed by the laws of the State of California relating to county purchasing agents, Chapter 2.25 of the Codified Ordinances of the County of Imperial, and applicable resolutions of the board of supervisors. In short, all purchase orders to procure goods or services must flow through the proper procurement channels.

Competitive Bidding Not Required – Except as otherwise provided by general law, the Purchasing Agent may without notice, advertisement, or the securing of competitive bids or quotations, make any purchase of personal property, or do any thing, which he or she is authorized to do by law; provided, however, the event he or she proposed to purchase any individual item (as distinct from the total contract) costing more than \$5000.00 without securing competitive bids or quotations thereon, he or she shall report such proposed action to the Board of Supervisors with his or her reasons therefore, and secure the approval of such Board; and provided further, if he or she does call for competitive bids or quotations and accepts any bid or quotation other than the lowest upon any individual item costing more than \$500.00, he or she shall likewise report such fact to the Board of Supervisors.

4.1 Exceptions – No purchases shall be made by a County officer or employee without a purchase order or other written authority first obtained from the Purchasing Agent, except the following:

- * Memberships
- * Dues
- * Subscriptions
- * Utilities
- * Books
- * Petty cash reimbursements
- * Approved contracts
- * Travel advances, registrations and reimbursements
- * Mileage reimbursements
- * Payments to court reporters and interpreters
- * Payments to court appointed attorneys and investigators
- * Medical payments

4.2 Limitations – The Purchasing Agent has delegated his/her authority to his/her staff with varying limitations.

- * The Purchasing Agent and his/her staff make specific delegations via blanket/term Purchase orders and procurement card (Cal-Card) transactions.

Splitting of Orders – The Purchasing Agent’s authority is limited by public law. Deliberate attempts to split orders where the purpose is to keep total cost of each order below bid limits, and failure to combine orders when practical for the best interest of the County, in order to circumvent the limitations is prohibited and may result in disciplinary actions.

4.3 Unauthorized Purchases – Purchase transactions that are either entered into by an individual that is not authorized to contract on behalf of the County, or entered into by an individual normally authorized to contract, but who uses an unauthorized procurement method, or exceeds their delegated authority will result in disciplinary actions.

4.4 Cal-Card Program – The Cal-Card Program is a payment vehicle only and does not exempt the card-holder from complying with the procurement policies and procedures described in this manual and set forth in the County of Imperial Codified Ordinances (current revision).

4.4.1 Responsibility – It is the card-holder’s responsibility to ensure that sufficient appropriations are available prior to making a purchase.

4.4.2 Planning – Use of the Cal-Card is not intended to replace effective procurement planning which enables volume discounts.

4.4.3 Restrictions – The Cal-Card must not be used to purchase the following:

- * Alcohol, alcohol products, or alcohol beverages
- * Ammunition and weapons
- * Cash advances through bank tellers or teller machines
- * Chemicals & hazardous materials
- * Consultants, instructors, or speakers
- * Drugs and narcotics
- * Bulk purchase of: Gasoline, diesel fuel, oil, and grease
- * Insurance
- * Items available through Central Services
- * Legal fees
- * Maintenance contracts and service
- * Material requiring a license to purchase and/or use
- * Non-approved merchant type codes
- * Operated and maintained equipment rentals (trucks, tractors, other equipment) (**excludes declared emergency situations**)

- * Personal computers. Peripheral equipment, and printers (excludes Info/Technical Services staff)
- * Rental, lease, or purchase of Real Property
- * Splitting of purchases to circumvent the dollar limitation
- * Work on County property by outside contractors

4.4.4 Disciplinary Actions – Any unauthorized use of the Cal-Card or failure to adhere to the Program guidelines will result in the following:

- * Unauthorized charges will be considered a personal liability and, therefore will be subject to immediate collection.
- * Failure to adhere to the Program procedures and abuse in the use of this card will result in termination of card privileges.
- * Repeated and/or flagrant violation of the authorized use of the Cal-Card, by the cardholder, could result in disciplinary action up to and including termination of employment.
- * Fraudulent use of the Cal-Card may be referred to a law enforcement agency.

4.4.5 Statements – Procurement will review all Cal-Card statements to garner prospective vendors for future contracts.

4.4.5 Cardholder Agreement – Prior to the issuance of a County of Imperial Cal-Card to an individual, he/she must read the Cal-Card Policies and Procedures and sign the Cardholder Agreement.

4.6 Public Works – A public works project is any work done on or to a public facility (or property such as a parking lot) or anything that is part of the facility or attached to it. Carpet installation and modular office furniture is included. The County of Imperial has adopted the Uniform Public Construction Cost Accounting Act (“UPCCAA”) VIA Chapter 4.08 of our codified ordinances to provide for informal and formal bidding procedures for public projects.

Competitive bidding on a public project is **not required** when the cost is \$45,000 or less. These public projects may be performed by County employees by force account, negotiated contract or purchase order.

All public works project requests must start with a Construction Project Request Form available on the County Public Works Facilities Maintenance webpage or by contacting County Facilities Maintenance at 442-265-4528.

4.7 Personal and Professional Service Contracts – The Purchasing Agent has the authority to engage independent contractors for personal/professional services up to \$50,000 without Board of Supervisors approval (Government Code Section 25502.3 revised 6/24/2004). Board of Supervisors approval must be sought for those over \$50,000 and departments are encouraged to seek assistance from Procurement Services for all personal and professional service agreements regardless of their value. Procurement Services can assist the department with competitive bidding, vendor selection, and proper procedures for submittal to Board of Supervisors for approval.

4.8 Sole Source Procurement of Goods – If the competitive process cannot be used to procure goods or the department feels that such a process would not be appropriate or in the County’s best interest, a sole source justification for the purchase of goods only may be submitted to the Purchasing Agent for approval if the dollar amount is no more than \$20,000 per single item and no more than \$50,000 per acquisition. Board of Supervisors’ approval is required for sole source procurement of any single item costing more than \$20,000 and when any single acquisition totals more than \$50,000.

Any department requesting the issuance of a blanket purchase order to purchase of goods in excess of \$50,000 without the use of a competitive bid process, must first get Board of Supervisors’ approval.

Prior to seeking Board of Supervisors’ approval for sole source purchase of goods in excess of \$50,000 annually, the sole source request should be forwarded to Procurement Services for review ten (10) days prior to putting the letter on the Board’s agenda. The Board letter justifying a sole source purchase must include the vendor’s name, the dollar amount of the purchase, and the justification for the purchase, all background information, and a statement as to whether Procurement Services concurs with the request.

Exceptions to this policy will be made for purchases from other government agencies or from competitive contracts awarded by other government agencies where the County can ‘piggyback’ on the competitive process and resulting contract.

4.9 Personal Property – Personal property consists of those equipment, goods and supplies purchased by the County. This category includes most everything except services, public works, and real estate.

4.10 Emergency Purchases – Emergency situations exist when immediate attention is required for safety of persons or property. Occasions may arise when emergency purchases must be made. Procurement Services has procedures to process the *truly emergency situations*. It is emphasized that unnecessary use of emergency purchases destroys the economic gains of centralized purchasing. Procurement Services will carefully review emergency purchases. **NOTE: When the occasion occurs for the need to process an emergency purchase request please call Procurement Services to alert them of the incoming request.**

EMERGENCY PURCHASES ARE PURCHASES WHICH:

- * Require immediate attention for safety of persons or property.

- * Cannot be anticipated and must be made at other than the regular hours maintained by the Purchasing Department.
- * Cannot be anticipated and the delay in processing purchase request and purchase orders hampers the normal operation of the department.

Purchase requests *shall be* issued the following *business* day, are to contain only the emergency purchase(s), and are to fully explain the reason for the emergency purchase. Forward it immediately to Procurement Services. If approved, this will constitute a “Confirming Purchase Order”.

4.11 Prevailing Wage Rate – California Law states that if the total cost of a Public Works project does not exceed \$999.99 the Contractor is **NOT** required to pay his employees the Prevailing Wage Rate. Payment of prevailing wage is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. Prevailing wage is also applicable to contracts let for maintenance work. A “Public Works” project is defined in Section 1720 through 1720.3 of the Labor Code. These sections identify various activities, which are considered to be public works, and also identify various types of work, which are excluded from coverage.

4.12 State Law 20150.11 – Prohibited splitting of project, **Misdemeanor**; It shall be unlawful to split or separate any public project for the purpose of evading the provisions of this article requiring public projects to be done by the contract after bidding. Every person who willfully violates this provision of this section is guilty of a misdemeanor.

4.13 Liability Insurance – A Contractor who performs work on County property must possess liability insurance. Risk Management determines the amount of coverage based on the scope of the project.

4.14 Contractor Requirements – Contractors must meet the following requirements to contract with the County of Imperial for Public Works projects:

- * Properly licensed by the State of California
- * Be selected through the proper bid process
- * Provide copy of Tax ID
- * Registered with the Dept of Industrial Relations per SB854
- * If project exceeds \$999.99, contractor must pay its employees the Prevailing Wage Rate.
- * Must carry Worker’s Comp and Liability Insurance
- * May be required to provide Payment and Performance Bonds

4.15 Source Selection – As prudent managers of public funds, the County utilizes open and competitive bidding from all responsible and responsive bidders as its principal means of vender selection.

- 4.15.1 Public Notice** – Adequate public notice of the Request for Proposal/Request for Quotation shall be mailed, faxed, or emailed to a sufficient number of potential bidders and shall include a description of the project and/or goods required, and where interested bidders may apply for consideration.
- 4.15.2 Bidding Time** – A Bidding time shall be set that affords bidders a reasonable time to prepare the bids.
- * A minimum of 7 - 10 calendar days shall be provided unless a shorter time is deemed necessary for a particular procurement as determined by the Purchasing Agent.
 - * When a Bid includes a pre-bid conference, the bidding time is to be extended to close a minimum of 7 calendar days after the bidder's conference.
- 4.15.3 Modification and Withdrawal of Bid** – A bidder may modify or withdraw its bid at any time before bid opening if the modification or withdrawal is received before the time and date set for the bid opening in the location designation for the receipt of bids. All documentation relating to a withdrawal or modification of a bid shall be kept as part of the procurement file.
- 4.15.4 Minor Informalities** – Minor irregularities in a bid may be waived if Purchasing Agent deems it advantageous to the County.
- 4.15.5 Receipt of Bids** – Bids and bid modifications shall be received by appropriate staff, marked with the date and time of receipt and stored unopened in a secure location, until the bid opening.
- 4.15.6 Late Bids** – All bids must be in the possession of the Purchasing Agent prior to the specified bid opening time. Any bid received after the deadline shall be rejected and returned, unopened to the bidder.
- 4.15.7 Bid Opening** – RFQ's shall be opened publicly at the time, date, and location advertised in the bid document. The name of each bidder, the bid price, and other pertinent information shall be read aloud and recorded.
- 4.15.8 Pre-bid/Pre Proposal Conference** – The Purchasing Agent or designee meets with potential suppliers. Usual topics at these meetings include blueprints and specifications; Statement of Work; quotation due dates; terms and conditions of quotation/proposal; delivery schedules and materials; requirements if awarded business (such as reporting, insurance, background checks, security clearances, and permits or license); and other purchaser and supplier requirements.
- 4.15.9 Bid Evaluations** – Bid evaluations will be performed by a team of users, staff, and Procurement personnel, or their designees, (may include external consultants). Contacts during the review selection phase will be through Procurement Services. Any personnel involved in any evaluation process

must read and sign a Rules of Conduct/Evaluation Process form available from the Purchasing Agent. Attempts by the vendor to contract members of the review committee may result in disqualification of the vendor. At the option of the County, finalists will be selected for a best and final round of negotiations. However, vendors are encouraged to present their best offers with their initial submission to insure their selection for the final round.

NOTE: All evaluation material will be considered confidential and will not be released by the County unless advised to do so by County Counsel.

- 4.16 Grant Funding** – Purchases made with grant funding will follow all applicable guidelines as outlined in this manual. The responsibility for advising Procurement Services of any grant-related purchasing restrictions or requirements shall remain with the requesting department and grant awardees. The requesting department may be required to provide a copy of the grant with their request to Procurement Services.
- 4.17 Notice of Awards** – Effective communication with unsuccessful bidders can be a valuable tool to avoid bid protests. RFQs are opened publicly and notice of award letters are not required to be distributed. As a courtesy, the Purchasing Agent may send out notice of award letters for RFQs greater than \$25,000 or to out of state bidders.
- 4.18 Bid Protest Procedures** - Bidders may not protest the contents of the specifications of the bid nor the award based on the use of the local vendor preference policy.

Any participating bidder may file a protest of a contract award or proposed contract award. The protest or appeal must be made in writing within ten (10) days of award notification and contain at least the following information:

- The name, address and telephone number of the protester
- The signature of the protester
- The bid number and date of bid closing
- A statement of the legal and/or factual grounds on which the protest or appeal is based, including copies of information relevant to the bid.
- Resolution of Protests – The Purchasing Agent will respond within ten (10) days after the protest has been filed.

Protests must be submitted to the attention of the purchasing agent and must include the protestor's contact information, signature of the protestor or protestor's representative, solicitation or contract number, a detailed statement of the protest and all documentation supporting the protestor's position at the time of the initial protest and a suggested form of relief requested.

The Purchasing Agent will respond in writing within ten working days to the protestor. If the protestor wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made in writing to the Board of Supervisors within ten working days of the Purchasing Agent's response. All information submitted to the Board must be presented to the Purchasing Agent ten working days prior to the Board meeting.

4.19 **Funding** – No purchase order shall be issued until the County’s Auditor has certified that sufficient funds are available in the proper budgeted line item of the department to pay for the purchase.

4.20 **Piggy-back Awards and Contracts** – Purchase of goods, equipment, and contractual services may be purchased off of other governmental and agency bids without additional competitive bidding as long as:

- ✱ The bid documents and selection procedures used by the other government or agency are consistent with the County’s purchasing regulations and permit other governments to purchase from the bid; and,

- ✱ The purchase is approved by the Purchasing Agent for the County of Imperial.

4.21 **Recycled Products** – It is the policy of the County to purchase recycled products in accordance with the Recycled Products and Recycled Materials Procurement Policy passed by the Board of Supervisors on September 19, 2006, Minute Order No. 37 (see section 12).

4.22 **Debarment/Suspension Policy**. Contractors/vendors and subcontractors must not be debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35, Executive Order 12549, and Public Contract Code (PCC) Section 6109. (The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.sam.gov .) Contract and/or Purchase Order will be terminated upon verification that vendor is on the excluded list of vendors.

Section 5

Create & Maintain Vendors

5. Vendor Registration

Procurement Services compiles and maintains lists of bidders (vendors for commodities and services). Those who wish to sell to Imperial County shall complete and submit the County's Vendor Registration Form. This form is furnished to the vendor upon request.

5.1 Catalogues, Price Lists – Where available, the vendor should furnish catalogues and other descriptive literature and price lists. Vendors are advised that the flow of business is expedited if the vendor supplies and continues to supply Procurement Services with current descriptive literature and price lists.

5.2 Vendor Removed From List – Procurement Services reviews bidders lists and may delete the names of those firms after failing to respond to three (3) consecutive requests for quotation or those which operate in a manner inconsistent with the public interest.

5.3 Vendor Registration Form and W-9 – All vendors are required to fill out the County's Vendor Registration Form (illustrated on next page) and a W-9 form. These forms are available at the Purchasing Department upon request from new vendors.



**COUNTY OF IMPERIAL
PROCUREMENT SERVICES**
1125 W. Main Street
El Centro, CA 92243
Phone: 442-265-1866 Fax: 760 353-4956

VENDOR APPLICATION FORM

Name of Company _____

Address _____ City _____ State _____ Zip _____

Phone Number _____ Fax Number _____

Federal ID Number _____ Owner's Name _____

Type of Business (Sole Proprietorship, Partnership, Corp) _____

Identify if Minority-Owned, Women-Owned, or Small Business _____

Name of Contact or Salesman _____

Products or Services Offered _____

Specialty or Market Niche _____

Nature of Business (Manufacturer, Distributor, Service Provider, Etc.) _____

Other Comments _____

Methods of Introduction: If you would like to do business with the County of Imperial, please complete and submit this form. If preferred, you may send a line card, catalog, or letter, and/or contact the County's Purchasing Agent by phone or in person to introduce your company to the County. Opportunities to quote prices for inventory items are available by asking. For less common purchases, every attempt is made to match previously introduced vendors to current County needs. While the County recognizes your time and literature as a very valuable resource, it can make no guarantees that your company will be contacted.

Note: References or a Company Profile may be required upon request.
Contractors & Service Providers may be required to maintain and to provide documentation of licenses and insurances, and to provide other applicable business information, prior to performing work for the County.
Vendors who provide "Public Work" projects over \$1000 (construction, alteration, demolition or repair work, and maintenance work) will be required to pay and certify prevailing wages as mandated by California law.
Vendor information is kept on hand indefinitely.
All billing must be made in TRIPLICATE to: Auditor-Controller, 940 Main St. Ste 108, El Centro, CA 92243
Purchase Order number must be shown on all invoices.

Mail or Fax completed form to the County's Purchasing Agent

Section 6

Create Online Requisitions Using ONESolution

6. Departmental Requisition

Each department is responsible for entering information into ONESolution for requesting the purchase of a commodity or service. Such information should include quantity, item or service description and estimated pricing if not going out to bid.

NOTE: Directions for using ONESolution for entering purchase request online are available through Purchasing or the Auditors-Controllers office. User trainings may be scheduled through the Purchasing Department.

Section 7

Standard & Junk Committees

7. **Committees** – The Purchasing Agent may organize a variety of committees to facilitate the needs of the County for Office Furniture Standards and Junking of surplus property as follows:

7.1 **Standards** – The Purchasing Agent may organize “Standards Committee” as needed to establish standards with respect to the type, design, quality, or brand of a certain article or group of related articles or services purchased by the County. The membership of the Committee shall be the Purchasing Agent who shall be Chairman, the County Executive Officer, and the heads of each County office, department, or institution that is a primary user of the item or group of items for which the committee is appointed. Any member of the committee may act through a representative appointed by him or her.

7.1.1 **Office Furniture Standards Policy** – An Office Furniture Standards Policy was adopted by the Board of Supervisors August 3, 1999, Minute Order # 4. The policy is as follows:

✱ **General Standard** – All office furniture purchased by the County of Imperial shall have a lifetime warranty and when applicable conform to ergonomic standards. Except as otherwise provided, the office furniture standard referred to herein shall apply to the following types of office furniture: desks, tables, filing cabinets, bookcases, chairs, storage cabinets, workstations, and credenzas.

All furniture to be purchased shall be of standard color for which no premium shall be paid.

✱ **Responsibility of Purchasing Agent** – In the determination of quality, the Purchasing Agent is directed to utilize such factors in purchasing that will provide the County of Imperial adequate furniture for the utilization intended at the lowest possible cost under bid procedures that are commensurate with a life expectancy that will give the greatest return in such use for the funds expended.

✱ **Appeal Process** – If a dispute should arise, the department head must attempt to resolve the dispute with the Purchasing Agent. If agreement cannot be reached, the department head may submit a written appeal to the County Executive Officer. After all previous appeals have been exhausted; the department head may submit a written appeal to the Board of Supervisors.

7.1.2 **Junk Committees** – The “Junk Committee” is composed of (at least) Purchasing Agent, Auditor-Controller, and Manager of Facilities Management (or their agents) to take the responsibility for disposing of surplus County property determined to be of no value or such little value that attempted sale would be futile. A junking memo, to include asset number, description, and department (if available), will be prepared and used by Auditor-Controller for his or her fixed asset controls.

Section 8

Contracts

8. **Contract Purchases** - A contract is a written agreement between the County of Imperial and vendor to provide service and/or supplies on a fixed schedule at a specified rate or fee.

The Purchasing Agent is responsible for negotiating and entering into contracts with vendors.

- 8.1 **New Contracts** - New contracts may be established as follows:

- * In the event that specific products or services are requested frequently by one or more departments or in large quantities, the Purchasing Agent may elect to establish a contract. Departmental requests are carefully and continually researched for possible contract coverage, in keeping with the Purchasing Agent's policy to procure highest quality goods and services at the greatest possible savings.
- * The Purchasing Agent may establish a contract for specific goods and/or services upon written request from the using department. Request will be submitted on departmental requisition.

- 8.2 **Encumbrance** - The Purchasing Agent will prepare and distribute information regarding existing contracts to affected departments, as well as notification of new contracts as they are awarded.

At the beginning of each fiscal period, all departments may encumber funds to cover all their contract purchases for that fiscal period.

- 8.3 **Receiving Goods or Services** - Departmental procedures will vary according to specific terms of contract.

Contracts for rental of equipment may be on a fixed schedule and be automatically billed at a specified monthly or quarterly rate.

Contracts for various supply items may have specified unit prices with the actual volume depending upon using department. Orders may be placed by the department or by the Purchasing Agent against a contract. Departments will be billed according to usage during the billing period.

- 8.3.1 **Receiving Deliveries** – The receiving department will, in all cases, be responsible both for inspecting and for accepting or rejecting deliveries. It is emphasized that effective inspection is essential to the purchasing function and to the economic operation of the receiving department.

- 8.3.2 **Inspection** – Follow the guidelines below when receiving deliveries:

- * Determine whether the quantity of the delivery is as specified in the purchase order.
- * Determine whether the quality of delivery conforms to the specifications referred to or included in the purchase order. Quality inspection should include checking the brand delivered against the brand specified, comparing the delivery with sample, if

any, on which purchase was based, or taking a sample for chemical or physical tests.

- * For test purposes, Purchasing may utilize the facilities of any department or will engage the services of a reputable laboratory.

8.3.3 Accepting Deliveries – If inspection shows that the delivery conforms to the quantity and quality as specified, the receiving department will accept the shipment.

8.3.4 Rejection of Deliveries – If inspection shows that delivery does not conform to the quality and/or quantity as specified, the receiving department will:

- * Make immediate refusal and return on delivery truck.
- * Merchandise once received by department should not be returned without contacting Procurement Services (see 8.3.6). After contacting Procurement then the respective department should contact the vendor and request a return authorization and/or label to send the merchandise back.

8.3.5 Follow-up of Deliveries – The process of buying is not finished until completion of satisfactory delivery. When a delivery is not made, as stipulated on the purchase order, the department should contact the vendor. If a satisfactory reply is not received notify Procurement immediately. Procurement will proceed to find out the reasons for the delay and will expedite delivery where the need is urgent.

8.3.6 Delayed or Returned Deliveries – Procurement Services may delete sources of supply whose history clearly shows a record of delayed or returned deliveries, according to their quotations.

8.4 Departmental File - Departments should maintain files for all their contract related documents, including a record of encumbrances and payments. As the Purchasing Agent issues bulletins or other forms of related information, departments should update their contract files.

8.5 Lease/Purchase Contracts - Departments with established Lease/Purchase Contracts where payments are due and payable on the first of every month to a financial institution (i.e., Bank of America) must submit their Payment Authorization to the Auditor-Controller Office.

8.6 Cancellation of Contracts (Purchase Orders) – In order to cancel an existing contract (purchase order) the originating department shall submit to Procurement a memo via inter office mail, e-mail, or fax verifying the cancellation of said contract (purchase order). The memo shall be signed by the department head or his or her designee.

Section 9

Surplus Property

9. **Surplus Property (Unused Items)** - All departments are urged to notify the Purchasing Department of surplus property that is no longer being used. Unused items take up valuable space and often result in a cluttered office.

9.1 Procedure - Departments wishing to transfer items to Procurement will prepare Property Transfer Form AC-185 (if item is on department's asset inventory) or a memo listing items that are surplus. Surplus item(s) and transfer documents will be received by Procurement Services. Departments are to notify Facilities Management so arrangements can be made to transfer surplus items. Transfer document will be picked up along with items.

All surplus property that is transferred to Procurement Services is placed in a central storage area. If the Purchasing Agent determines that no other agency has need for the item, he or she will declare it surplus. Any such item may be sold or otherwise disposed of upon the prior approval of the Board of Supervisors. Individual items worth less than twenty-five hundred dollars (\$2500) each may be sold or otherwise disposed of, except by gift, with approval given to the Purchasing Agent by the County Executive Officer.

9.2 Auction - Special requests to the Board of Supervisors for surplus property items will be made periodically by the Purchasing Agent for the purpose of disposition by public auction. Surplus property auctions will be held at the discretion of the Purchasing Agent.

9.3 Advertising Proposed Sale - In the disposition of any surplus personal property, the Purchasing Agent may purchase advertising space and may advertise the proposed sale or other disposition of the personal property in such newspapers, magazines, and other periodicals as in his or her judgment will best publicize the proposed sale or other disposition to those persons most likely to bid for or purchase the personal property.

9.4 Posting Notice of Sales - Notices of sales of surplus personal property shall be posted for not less than five business days preceding the day of sale in the main County Administration Building and in the office of the Purchasing Agent, and in such other public place within the county as the Purchasing Agent may deem advisable.

Section 10

Central Stores

10. Central Stores Establishment and Purpose - Central Stores was established by the Board of Supervisors and is operated under the Purchasing Agent's Revolving Fund.

The Purchasing Agent's Central Stores Division is at all times endeavoring to maintain and improve its valuable service.

This service consists of maintaining inventory of commonly used items for issuance to departments upon receipt of properly written requisition.

Savings accomplished by the Purchasing Agent through volume buying may then be passed on to the Department.

10.1 Procedure – The procedure for utilizing the Central Stores is as follows:

10.1.1 Purchasing Request/Claim form must be used for all orders placed with Central Stores.

10.1.2 Only properly prepared Purchasing Request/Claim forms will be accepted by the Purchasing Department.

10.1.3 In order to cut down on hand carried "RUSH" or "EMERGENCY" orders, the following points may help you and will allow us to give you better service:

- * Re-order supplies early, while you still have some supplies in your office. Do not wait until you are completely out before re-ordering.
- * In order to stop costly and time consuming small orders, please amalgamate your supply.
- * Be sure that the requisition is signed by an authorized individual whose signature authorization is on file with the Purchasing Department.
- * Central Stores stock lists are available from Procurement Services or Purchasing web site showing items currently carried. Revisions are made as new stock is delivered.

*

10.2 Backorders – Items out of stock will be ordered as soon as possible or available.

10.3 Returned Goods/Credit - All good returned to Central Stores must be accompanied by a copy of the original Purchasing Request/Claim form. Mark requisition clearly GOODS RETURNED FOR CREDIT. Credits will be applied to individual departmental budget. Copy showing amount of credit will be returned to department.

All returned goods credits are subject to the approval of the Purchasing Agent.

NOTE: A copy of the Purchasing Request/Claim form is on the following page.

10.4



COUNTY OF IMPERIAL
PURCHASING DEPT.

1125 MAIN STREET, EL CENTRO, CA. 92243
TEL: (760) 482-4207
FAX: (760) 353-4956

DATE OF ORDER	PURCHASE ORDER NO.	REQUISITION NO. 10101
---------------	--------------------	---------------------------------

INSTRUCTIONS

1. GROUP ONLY ITEMS OF THE SAME COMMODITY ON REQUISITION, REQUISITIONS WHICH COMBINE VARIOUS COMMODITIES WILL BE RETURNED!
2. ANY ORDER PLACED WITHOUT AUTHORITY OF THE PURCHASING DEPT. WILL NOT BE APPROVED FOR PAYMENT AND WILL BE THE SOLE RESPONSIBILITY OF ORDERING DEPT.
3. IF THIS IS AN AUTHORIZED CONFIRMING REQUISITION, ATTACH THE ORIGINAL INVOICE(S) AND 1 COPY, INSERT VENDOR NUMBER, FILL IN SHADED AREAS AND SEND TO THE PURCHASING DEPARTMENT.

SHIP TO	
----------------	--

PURCHASING REQUEST/CLAIM

CODE	ITEM	QUANTIT	UNIT	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
ORGANIZATION KEY	OBJECT CODE	DESCRIPTION			AMOUNT CLAIMED	SUBTOTAL	
						CASH DISC.	
						TAX	
						FREIGHT	
						TOTAL	

VENDOR NUMBER	SIGNATURE OF PREPARER:	EXT.	REQUIRED DATE
VENDOR:	I HEREBY TESTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.		
	SIGNATURE OF AUTHORIZED INDIVIDUAL		

QUOTE NO.	TERMS	F.O.B. DELIVERED	DELIVER	DAYS FROM RECEIPT OF ORDER
DATE FILLED	SIGNATURE	DATE RECEIVED	SIGNATURE	

Section 11

Minority
Business Enterprises

11.0 Scope of Subpart - This subpart contains policies and procedures applicable to the participation of minority business enterprises in County procurement at both the prime and subcontract level which are designed to carry out the purposes of Executive Order 11458, March 5, 1969, as superseded by Executive Order 11625, October 13, 1971 and Board of Supervisors Policy B-39. Minority business enterprises shall include female-owned and handicapped-owned firms.

11.1 Agency Programs - Minority business enterprise programs shall be established by the County. The objective of these programs is to facilitate the participation of minority business enterprises in County procurement. Accordingly, designations shall be made and actions shall be taken by designees in a manner, which will result in the maximum practicable achievement of that objective. The County's minority business enterprise program shall, at a minimum, provide for the activity to do the following:

11.1.1 Seek out minority business enterprises and facilitate the placement of such concerns on the County's source lists.

11.1.2 Solicit offers from the minority business enterprises on the County's source lists.

11.1.3 Counsel minority business enterprises with respect to business opportunities for the purposes of enhancing their potential participation in County procurement.

11.1.4 Ensure that minority business enterprise will have an equitable opportunity to complete for contracts, particularly by arranging:

✧ Solicitations

✧ Time for the preparation of bids

✧ Quantities

✧ Specifications

✧ Delivery schedules, to facilitate the participation of minority business enterprises

11.1.5 Establish operating procedures, which accomplish the requirements of this section.

11.1.6 Maintain records showing with respect to minority business enterprises:

✧ Concerns on source lists

✧ Number and dollar value of awards to such concerns

11.1.7 Obtain data on subcontract awards to minority business enterprises from prime contractors which have the Minority Business Enterprise Subcontracting Program clause in their contracts.

11.2 Solicitation Representation - The following representation shall be included in all solicitations other than those involving small purchases and in all contracts, other than small purchases, which are awarded without reference to a solicitation.

MINORITY BUSINESS ENTERPRISE

The offeror represents that he is , or is not , a minority business enterprise. A minority business enterprise is defined as a “business, at least 51 percent of which is owned by minority group members, or in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members.” For the purpose of this definition, minority group members are Negroes, Spanish-speaking American person, American-Orientals, American-Indians, American-Eskimos, and American-Aleuts, females and handicapped persons.

Failure to execute the representation will be deemed a minor informality and the bidder or offeror shall be permitted to satisfy the requirement prior to award.

11.3 Subcontracting with Minority Business Enterprises

11.3.1 General - It is the policy of the County that the maximum practicable opportunity to participate in the performance of county contracts be provided to minority business enterprises as subcontractors under County procurement contracts.

11.3.2 Required Clauses – The utilization of minority business enterprises clause set forth below shall be included in all contracts in amounts, which may exceed \$10,000 except contracts for services, which are personal in nature.

UTILIZATION OF MINORITY BUSINESS ENTERPRISES

- * It is policy of the County the minority business enterprises shall have the maximum practicable opportunity to participate in the performance of County contracts.
- * The contractor agrees to use his or her best efforts to carry out this policy in award of his or her subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term “minority business enterprise” means a business, at least 51 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American-Aleuts, females and handicapped persons. Contracts may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

11.3.3 Required Clauses for Subcontracting – The minority business enterprises subcontracting program clause set forth below shall be included in all contracts which may exceed \$50,000 and which offer substantial subcontracting possibilities. Furthermore, prime contractors who are to be awarded contracts which may not

exceed \$50,000, but which offer substantial subcontracting possibilities, shall be urged to utilize the clause contained below:

MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

- * The contractor agrees to establish and conduct a program, which will enable minority business enterprises (as defined in the clause entitled “Utilization of Minority Business Enterprises”) to be considered fairly as subcontractors and suppliers under this contract. In this connection, contractor shall:
 1. Designate a liaison officer who will administer the contractor’s minority business enterprise program.
 2. Provide adequate and timely consideration of the potentialities of known minority business enterprises in all “make-or-buy” decisions.
 3. Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications and delivery schedules so as to facilitate the participation of minority business enterprises.
 4. Maintain records showing:
 - a. Procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises.
 - b. Awards to minority business enterprises on the source list.
 - c. Specific efforts to identify and award contracts to minority business enterprises.
 5. Include the utilization of minority business enterprises clause in subcontracts which offer substantial minority business enterprises subcontracting opportunities.
 6. Cooperate with the County’s Equal Opportunity Management Office studies and surveys of the contractor’s minority business enterprises procedures and practices that the contracting officer may from time to time conduct.
- * The contractor further agrees to insert, in any subcontract hereunder which may exceed \$50,000, provisions, which will conform substantially to the language of this clause, including this paragraph and to notify the contracting officer of the names of such subcontractors.

Section 12

*Policy for Purchasing
Recycled Products
&
Materials*

12. **General** – The Board of Supervisors adopted the Recycled Products and Recycled Materials Procurement Policy September 19, 2006, Minute Order #37.

12.1 **Purpose** – The County of Imperial Recycled Products Procurement Policy provides that all departments shall, whenever possible, use recycled products and recycled materials to meet their needs. This policy is enacted to demonstrate compliance with California’s Integrated Waste Management Act of 1989 (AB939) and foster market development for recycled products.

12.2 **Definitions**

12.2.1 **Recycled products and recycled materials:** Waste material and by-products that have been recovered or diverted from the solid waste stream and that can be utilized in place of raw or virgin material in the manufacture of a product. Recycled products and recycled materials may consist of material derived from post consumer waste, manufacturing waste, industrial scrap, agricultural waste and other items, all of which can be used in the manufacture of new products.

12.2.2 **Post-consumer recycled materials:** A finished material or product that has served its intended use and would normally be disposed of as solid waste. Examples of post-consumer recovered materials include, but are not limited to: old newspaper, office paper, yard waste, steel, glass, aluminum cans, plastic bottles, oil, asphalt, concrete and tires.

12.2.3 **Practicable:** Sufficient in performance and available at a reasonable price (which is further defined as within five percent (5%) of virgin product) within a reasonable time period.

12.3 **General Policies**

12.3.1 All County departments shall use recycled products and recycled materials whenever practicable. Special emphasis shall be placed on the purchase of products manufactured with post-consumer recycled materials.

12.3.2 All departments may, at their option and with concurrence from the Purchasing Department, require procurement of designated recycled products and recycled materials above the levels required by this policy.

12.3.3 The County shall require its contractors and consultants to use and specify recycled products and recycled materials in fulfilling contractual obligations whenever practicable.

12.3.4 The County shall promote the use of recycled products and recycled materials by publicizing its procurement policy whenever practicable.

- 12.4 Responsibilities of Purchasing Department** – The Purchasing Department shall help coordinate the implementation of this policy. Further, it will request bids for both virgin and recycled products when ordering for County departments and, when practicable, it will purchase recycled products and recycled materials.

The Purchasing Department will also work with all departments to establish minimum recycled content standards for designated recycled products to maximize recycled product availability, recycled content and competition. To the extent such information is known, County staff shall identify to the Purchasing Department products available with recycled content and vendors from whom such products are available.

- 12.5 Responsibilities of All Other County Departments** – Each department shall purchase recycled products and recycled materials whenever practicable.

Section 13

*Imperial County
Homeland Security
Grant Purchasing
Agreement & Procurement
Policy*

13. **General** – The Board of Supervisors adopted the Imperial County Homeland Security Grant Purchasing Agreement & Procurement Policy August 19, 2008, Minute Order #30.



Imperial County

Procurement Services
1125 Main Street
El Centro, CA 92243
(760) 482-4207

IMPERIAL COUNTY HOMELAND SECURITY GRANT PURCHASING AGREEMENT AND PROCUREMENT POLICY ADDENDUM

Homeland Security Grant Debarment Policy

All Imperial County Homeland Security grant purchases must review the Federal Excluded Parties List System (EPLS) to ensure our compliance with the Federal procurement program policies and requirements. Prior to authorizing a requisition for equipment purchases for Homeland Security Grants, the Federal debarment listing must be reviewed to ensure vendor(s) are not listed. The debarment listing is available online at <http://www.epls.gov/epls/search.do> Documentation of search must be maintained to ensure the intended vendor is not listed and for verification.

Labor

Imperial County shall, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42U.S.c.4728-4763) relating to prescribed requirements for merit systems for programs funded under one of 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

Imperial County shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub agreements, and the Hatch Act (5 U.S.C. §1501-1508 AND 7324-7328).

Imperial County shall, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201) regarding wages and hours of employment.

None of the funds shall be used to promote or deter Union/labor organizing activities (CA Gov. Code Section 16645 et seq.).

Civil Rights

Imperial County shall, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-3 52) which prohibits discrimination on the basis of race, color, or national origin;

(b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination Act of 1975 as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to the confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. §360 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

Environmental

Imperial County shall, as applicable, comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Imperial County shall comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the national Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102 (a) 9P.L. 93-234).

Imperial County shall, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Imperial County shall, as applicable, comply with the Lead Based Paint and Poisoning Prevention Act (42 U.S.C. §4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Imperial County shall, as applicable, comply with the Federal Water Pollution Control Act 933 U.S.C. §1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Imperial County shall, as applicable, ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in this project is under consideration for listing by the EPA.

Imperial County ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §2 1000 et seq.

Imperial County shall, as applicable, comply with the energy Policy and Conservation Act (P.L. 94-163, 89Stat 871).

Imperial County shall comply, as applicable, with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. §3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

Preservation

Imperial County shall, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

Drug-Free Workplace

Imperial County shall, as applicable, comply with the federal Drug-Free Workplace Act of 1988 (41 U.S.C. §701; Title 28 Code of Federal Regulations (CFR) Part 67) and the California Drug-Free Workplace Act of 1990 (CA Gov. Code Sections 8350-8357).

Suspension and Debarment

Imperial County shall, as applicable, comply with Title 28 CFR Volume 67, Number 228, regarding Suspension and Debarment, Imperial County shall submit a Certification Regarding Debarment as required by Executive Order 12549 and any amendment thereto.

Miscellaneous

Imperial County shall, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §et seq.).