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**INTRODUCTION**

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The purpose of this Contracts/Purchasing Policy and Procedure Manual, which has been approved by the Board of Supervisors, is to set forth the conduct of purchasing activity in Butte County. Failure of a County employee to comply with this Contracts/Purchasing Policy and Procedure Manual with willful intent may result in disciplinary action.

General Services is responsible for the purchase of supplies, equipment and services for the County unless otherwise exempted by ordinance, Board policy, or this Contracts/Purchasing Policy and Procedure Manual.

Purchasing Services is responsible for providing leadership and guidance in all phases of material utilization, including acquisition, storage, distribution, re-utilization and disposal. When requested, Purchasing Services will assist departments in setting appropriate inventory levels for warehoused items to minimize costs associated with ordering, storing and distributing goods.

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

The Chief Administrative Office and/or General Services are responsible for review of all County contracts prior to approval by the Board of Supervisors or contracts that are approved within the Chief Administrative Office.

General Services shall take the lead in training departmental contracts managers in relevant legislation; local ordinances, policies, and procedures; contracts and property management skills; application of standard and custom contracts provisions; and use of standard solicitation and contracts templates.

General Services recognizes that other policies exist within the County structure. This manual was not written to supersede any adopted policy currently in effect, except for the Purchasing Policy Manual that was approved by the Board of Supervisors on July 13, 1999.

PURCHASING ORDINANCE

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Ordinance No.3845

**AN ORDINANCE OF THE COUNTY OF BUTTE  
REPEALING CHAPTER 46 OF THE BUTTE COUNTY CODE  
CONCERNING PURCHASING AND REPLACING IT WITH A NEW CHAPTER 46  
CONCERNING PURCHASING**

The Board of Supervisors of the County of Butte, State of California, ordains as follows:

Section 1. The entire Butte County Code Chapter 46 is repealed and replaced with the following new sections.

**Chapter 46**

**PURCHASING**

- Art. I. General Provisions, §§ 46-1 – 46-8**
- Art. II. Purchases, §§ 46-9 – 46-16**
- Art. III. Sale of Surplus Property, §§ 46-17, 46-18**

**ARTICLE I. GENERAL PROVISIONS**

**Sec. 46-1. Application of Chapter.**

The provisions of this Chapter shall apply to the County of Butte and to all "using agencies" as defined in this Chapter.

**Sec. 46-2. Purchasing Agent.**

Pursuant to Government Code sections 25500 et seq, there is hereby created the office of county purchasing agent. The purchasing agent shall be the chief administrative officer. The purchasing agent shall be vested with such powers, duties and responsibilities as are prescribed by state law and this chapter. The chief administrative officer may delegate all or a portion of the duties to his/her designee. The chief administrative officer may delegate authority to county departments to make direct purchases by credit card or field purchase order within specific prescribed limits.

**Sec. 46-3 Definitions.**

As used in this Chapter, the following terms shall be ascribed the following meanings:

- (a) *Contractual services* means any and all telephone, gas, water, electric light and power services; towel, window washing and cleaning service; the rental of

## PURCHASING ORDINANCE

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- equipment and machinery; and all other types of services required by the County government but not furnished by its own employees.
- (b) *Emergency* means an unforeseen circumstance in which an immediate purchase is necessary in order to avoid or prevent a substantial hazard to life, health or property, or a serious interruption of the operation of a department of the county or the operation of a using agency.
- (c) *Patented or proprietary* items mean supplies, materials or equipment that are produced by one (1) manufacturer or are available from one (1) source, or services that are available from one (1) provider.
- (d) *Personal property* means materials, supplies, machinery, furnishing, equipment and any other tangible article required for the conduct of business of the county or using agency.
- (e) *Professional and Personal services* means any labor of a specialized, short-term or intermittent nature that may lawfully be performed by contract with private parties. Professional and Personal services shall not include constructing, altering or improving buildings, roads, sewer and drainage facilities and other public works type projects.
- (f) *Purchase or purchases* mean any contractual arrangement or transaction involving payment:
- (1) for the acquisition of title to personal property;
  - (2) for the use by rental, lease, or otherwise of personal property;
  - (3) for the provision of services by independent contract or otherwise; or
  - (4) any combination of the foregoing.
- (g) *Responsible bidder* means a bidder who submits a responsive bid; who has furnished when requested, information and data to prove that its financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the supplies, materials, equipment or contractual service on which it bids; and who has not violated, or attempted to violate, any provisions of this Chapter or any other local, state or federal procurement law or regulation.
- (h) *Supplier within the County* means a firm or individual who regularly maintains a place of business and has an inventory of merchandise for sale within the County of Butte.
- (i) *Supplies, materials or equipment* mean any and all articles or things which shall be furnished to or used by any department, including any and all printing, binding, or publication of stationery, forms, laws, journals and reports, but

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**PURCHASING ORDINANCE**

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excluding election supplies and services or materials furnished "in kind" in lieu of cash to indigents.

- (j) *Using agency* means any of the following entities that request the services of the purchasing agent as provided in section 46-7. Any public district, created under the laws of the state; any municipal corporation whose territory lies within the county; or any board, commission, or joint powers agency to which the county or any such district is a party.

**Sec. 46-4. Authority to Purchase.**

Except as otherwise provided by law or this chapter, all purchases, regardless of the source of funding or revenue, shall be made in the name of the county, by written contract, approved by and executed on behalf of either the board of supervisors or the purchasing agent.

If an emergency occurs at times other than regular business hours and the services of the purchasing agent are not immediately available, emergency purchases may be made by department heads or employees authorized by department heads to make such purchases. Any such purchase shall be made by written contract in the name of the county and approved by and executed on behalf of the county by the department head or authorized employee. Each such emergency purchase shall be reported in writing to the purchasing agent as soon as possible, but in no event later than five (5) calendar days following the date on which the purchase is made. Such report shall include a detailed explanation of the nature of the emergency, as well as the reasons necessitating the purchase.

**Sec. 46-5. Persons Authorized to Requisition.**

Authority to direct requisitions to the purchasing agent for purchases is vested in the heads of the offices, departments and institutions of the county. Such vested persons may delegate this authority to any of that person's deputies, officers or employees by filing written authorization with the purchasing agent. Each vested person authorizing such a requisition does so with the representation that there are sufficient funds available in that office, department, or agency's budget to support that purchase, and if funds are not available that they may be held personally liable to the extent that their own personal assets may be at risk to cover any resulting budget shortfall.

**Sec. 46-6. Purchasing Procedures.**

The purchasing agent shall establish methods and procedures for the functioning of the purchasing services office.

- (a) The purchasing agent shall prepare a purchasing procedure manual that sets forth the rules and regulations for the administration of this Chapter. Upon approval by the board of supervisors and the filing of a copy of the purchasing procedures manual with the clerk of the board, by and through the purchasing

**PURCHASING ORDINANCE**

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agent, the rules and regulations contained in the manual shall have the same force and effect as the provisions of this chapter.

The purchasing procedure manual shall include such rules and regulations as are necessary to implement the provisions of this chapter, including, but not limited to the following:

- (1) Procedures under which purchases without competitive bidding will be considered, approved and authorized
- (2) Procedures for the identification and approval, without competitive bidding, of purchases of patented or proprietary items
- (3) Procedures for competitive bidding for personal property
- (4) Procedures for the standardization of personal property common to the needs of, and required by two (2) or more county departments or using agencies
- (5) Procedures for the establishment and maintenance of lists of bidders, pre-qualified or otherwise
- (6) Procedures for providing reasonable notice for soliciting bids
- (7) Procedures for the award of contracts
- (8) Procedures for the implementation of joint purchasing policies and procedures with other public agencies

The manual shall be completed within a reasonable time following the approval of this chapter. The chief administrative officer, acting through the general services director shall set the completion date for the manual.

All provisions of the manual shall be subject to modification by the board of supervisors through the adoption of a resolution. Any modification to the manual by the board shall take effect immediately.

- (b) The purchasing agent shall develop and maintain standard purchasing forms, conditions for invitations to bid, purchase orders, and purchase contracts, with approval as to form and legal sufficiency determined by the county counsel.

**Sec. 46-7. Purchasing for Non-County Public Agencies.**

The purchasing agent shall perform any or all of the services provided for in this chapter on behalf of using agencies, upon their request, and subject to the following provisions:

**PURCHASING ORDINANCE**

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- (a) A resolution which requests the purchasing agent to make purchases for or on behalf of the using agency shall be adopted by the governing body of the using agency and filed with the purchasing agent. The resolution shall:
  - (1) Set forth competitive bidding limits, advertising requirements and any other restrictions or requirements specified by state law governing purchases by the using agency; and
  - (2) Provide that for the period of participation the using agency shall:
    - (a) Make all purchases in its own name, for that agency only.
    - (b) Be responsible for payment directly to the supplier and for any tax liability, and will hold the county harmless.
    - (c) Not have and will not have in force any other contract for like purchases.
    - (d) Not have obtained and does not have under consideration written bids or quotations from other suppliers for like purchases.
- (b) Unless otherwise authorized by law, when making purchases on behalf of a using agency, the purchasing agent shall follow the limits and requirements set forth in state statutes, this chapter, and the aforementioned purchasing procedure manual.
- (c) The board of supervisors may, at its sole discretion, terminate such participation at any time after ten (10) days advance written notice mailed to the using agency. The ten (10) days shall be computed from the date that the notice is deposited in the mail.
- (d) A charge may be made for the services performed under this section.

**Sec. 46-8. Energy Conservation Considerations.**

Prior to the purchase of all new equipment, except in the case of an emergency, the purchasing agent or any other county officer or employee authorized to purchase such equipment shall evaluate and consider the energy consumption level and the anticipated operating costs over the useful life of the new equipment in addition to the initial cost of such equipment, whenever practical and feasible.

**ARTICLE II. PURCHASES****Sec. 46-9. Purchases of Personal Property.**

The purchasing agent shall be authorized and is hereby required to make purchases of personal property for the county, county officers or departments, and using agencies.

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**Sec. 46-10. Purchases of Services.**

The purchasing agent is authorized to enter into agreements by which independent contractors provide services to the county, county officers or departments, and using agencies.

The purchasing agent shall let personal service contracts permitted by Government Code sections 25358 and 31000; provided, however, that the amount of any such contract shall not exceed the amount prescribed by Government Code section 25502.5.

Any contract that is known at the time of bidding to exceed pertinent statutory limitations shall be subject to approval by the board of supervisors. Any other contract for such services let by the purchasing agent shall contain a provision that such contract shall terminate automatically upon the date of provision of services or personal property or incurring of expenses, the cumulative total of which equals said statutorily prescribed amount.

**Sec. 46-11. Term of Contracts.**

The purchasing agent shall not, absent prior approval by the board of supervisors, let any contract which exceeds a term of three years for the rental or lease of personal property, or for the acquisition of services by independent contract. No such contract shall exceed one (1) year unless the purchasing agent finds that a term longer than one (1) year is required in order to promote efficiency, or for other reasons that a term of one (1) year is otherwise impractical. The purchasing agent may let contracts to a term of not more than ten (10) years if the aggregate price of the agreement does not exceed \$5,000.

**Sec. 46-12. Competitive Process Required.**

Except as authorized by section 46-14, all purchases by the purchasing agent shall be made pursuant to competitive solicitations, and shall be let to the responsible party who submits a responsive bid, quote or proposal that is in the best interests of the county.

- (a) The solicitation of proposals by newspaper publication shall not be required. The purchasing agent shall utilize such processes to advertise intended purchases as are reasonably calculated to provide adequate competition among suppliers within the County, including, but not limited to, the direct solicitation of offers from supplier lists.
- (b) The purchasing procedures manual may contain procedures under which notice is given exclusively to pre-qualified suppliers, and may identify other forms and procedures for the issuance of notice.

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**Sec. 46-13. Award of Contracts.**

Awards shall be determined by and be based upon the best bid, quotation or proposal which, in the discretion of the Purchasing Agent most adequately meets the needs of the county, officer, department, or using agency using those criteria noted below.

- (a) In determining the best bid, quotation or proposal, in addition to price, the purchasing agent may consider the quality, availability, and functional suitability of the personal property or contractual services to the particular use intended. The purchasing agent may also consider other factors, including, but not limited to, the following:
  - (1) The ability, capacity and skill of the supplier to perform the contract or provide the service required;
  - (2) Whether the supplier can perform the contract or provide the service promptly or within the time specified, without delay or interference;
  - (3) The character, integrity, reputation, judgment, experience and efficiency of the supplier;
  - (4) The quality of the supplier's performance on previous contracts or services;
  - (5) The previous and existing compliance by the supplier with laws and chapters relating to the contract or service;
  - (6) The sufficiency of the financial resources, and ability of the supplier to perform the contract or provide the service;
  - (7) The ability of the supplier to provide future maintenance and service for the purchased product; and
  - (8) The number and scope of conditions attached to the bid, quotation or proposal.
- (b) With respect to acquisitions of title to personal property or the use of personal property by rental, lease, or otherwise, the best proposal shall, as to products which equally satisfy intended uses, be the one submitted by a responsible supplier at the lowest price.
- (c) In determining the lowest price, in recognition of greater accessibility of the product to the County, five percent (5%) of the offered price shall be deducted from the price offered by those "Suppliers within the County" as defined in Section 46-3 (h) above.
- (d) Personal services contracts valued above the amount prescribed by Government Code section 25502.5 shall be made on the basis of competition unless the general services director approves the procurement on a sole source basis.

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Personal services contracts, and sole source determinations when applicable, valued above the amount prescribed by Government Code section 25502.5 shall be approved by the board of supervisors.

**Sec. 46-14. Exceptions to Competitive Process.**

Purchases may, but need not be, let pursuant to a competitive process under the following circumstances:

- (a) When the price to be paid under the purchase contract is twenty-five thousand dollars (\$25,000) or less, formal bidding is not required, unless otherwise required by state law; or
- (b) When the price to be paid under the purchase contract is ten thousand dollars (\$10,000) or less, informal proposals or quotations are not required, unless otherwise required by state law; or
- (c) When a patented or proprietary item is being purchased; or
- (d) In the event of an emergency; or
- (e) When the following types of personal property or services are being acquired, obtained, rented or leased:
  - (1) Advertising;
  - (2) Books, recordings, motion picture film, subscriptions;
  - (3) Election supplies;
  - (4) Insurance;
  - (5) Public utility services;
  - (6) Travel services;
  - (7) Property or services provided by or through other governmental agencies; or property or services, the price of which is fixed by law.

**Sec. 46-15. Bidding Procedures for Public Projects.**

By board of supervisor resolution, this county has elected to become subject to the procedures established pursuant to the Uniform Public Construction Cost Accounting Act (California Public Contract Code Section 22000 et seq.) hereinafter referred to as the "Act", and has notified the state controller of such election. In compliance with section 22034 of said Act, this section is adopted as the procedure to letting work by informal bidding only for public projects within the limits set forth in section 22032 of said Act, as adjusted from time to time

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pursuant to section 22020 of said Act. All other work not exempted from public bidding requirements shall be advertised and awarded in accordance with applicable provisions of state law and county policies.

(a) *Delegation of Duties*

(1) Pursuant to Section 22034(e) of the Public Contract Code, the board of supervisors delegates the following duties to the director of public works and road commissioner for road fund projects, and to the purchasing agent for all other public projects:

(a) As awarding officer, the director of public works, road commissioner or the purchasing agent, whatever the case may be, shall solicit bids and award contracts for public projects funded by budget units managed under the general services director or director of public works, and for public projects of other county departments which have engaged such officials to manage the design and construction of such projects; and

(b) The purchasing agent, as awarding officer, shall solicit bids and award contracts for public projects for those county departments not covered by section 46-15 (a) (1) a above; and

(c) The purchasing agent, director of public works and road commissioner shall maintain a list of contractors as herein provided; and

(d) The purchasing agent, road commissioner and public works director shall have the authority to consent to the substitution of subcontractors pursuant to the Subletting and Subcontracting Fair Practices Act California Public Contract Code 4100 et. seq).

(2) Pursuant to Section 22050(b) of the Public Contract Code, the board of supervisors hereby delegates to the chief administrative officer the authority to order any action pursuant to Section 22050(a)(1) in the event of an emergency.

(b) *Contractors list.* Contractor listings, identified according to categories of work, shall be maintained and administered under this section by the purchasing agent. The contractor listing shall be developed and maintained in accordance with minimum criteria determined by the California Uniform Construction Cost Accounting Commission. The list may be revised from time to time to remove inactive names or add new names.

(c) *Notice inviting informal bids.*

(1) All contractors on the list for the category of work being bid and/or all construction trade journals specified in section 22036 of the Public Contract Code, or any successor statute, shall be mailed a notice inviting informal bids unless the product or service is proprietary.

PURCHASING ORDINANCE

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- (2) The notice inviting informal bids shall include a project description in general terms, the time and place for submission of bids, and information on how to obtain more detailed information on the project.
  - (3) All mailing of notices to contractors and construction trade journals pursuant to section 46-15 (c) (1) above shall be completed not less than ten (10) calendar days prior to the date that bids are due.
- (d) *Contract award.*
- (1) The contract shall be awarded to the lowest responsible bidder if the purchasing agent determines the bidder to be responsible, the bid to be responsive and reasonable, that sufficient funds have been appropriated and the bid is within the limits prescribed for award.
  - (2) If all bids received are in excess of the threshold established for formal bidding in section 22032(c) of the Act, the board of supervisors may by passage of a resolution by a four-fifths majority, award the contract at the threshold established in section 22034(f) of the Act or less to the lowest responsible bidder, if it determines the cost is reasonable.
  - (3) Upon completion of a project, the Purchasing Agent shall record a notice of completion.
- (e) *Change orders.* Changes may be made to the contract with the following limitations:
- (1) Appropriated funds are available to cover the cost of the change;
  - (2) The board of supervisors authorizes the purchasing agent, director of public works and road commissioner or their designees authority to order changes or additions in the work being performed under construction contracts within the limits prescribed in section 20142(a) and (b) of the Public Contract Code; and
  - (3) The purchasing agent, road commissioner, director of public works or their designees considers the change to be reasonable.
- (f) *Exempt projects.* The procedures set forth in this chapter shall not apply in any of the following situations:
- (1) Where a public project qualifies as an emergency under Public Contract Code sections 20135(a), 20395, 22035 or other statutory authority;

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**PURCHASING ORDINANCE**

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- (2) Where a public project is otherwise exempt from bidding requirements under Public Contract Code sections 20394, 20395, 22032(a) or other statutory authority.
- (3) Where alternative procedures are available under Public Contract Code Section 22031 or other statutory authority and the county elects to use such alternative procedures.
- (g) *Alternative procedures.* Nothing in this section shall prohibit the board of supervisors, purchasing agent, director of public works or the Butte County road commissioner, or their designees, from utilizing, as an alternative to the procedures set forth in the Act and this Section, the procedures set forth in Article 25, commencing with Section 20390, of the Public Contract Code.

**Sec. 46-16. Splitting of requirements prohibited.**

It is unlawful (California Public Contracts Code 20150.11) to split or separate purchases into multiple low value actions to (1) avoid dollar threshold limits to purchasing authority, or (2) avoid requirements for competitive bidding.

**ARTICLE III. SALE OF SURPLUS PROPERTY****Sec. 46-17. Surplus Property.**

The purchasing agent, or an authorized representative thereof, shall sell, lease, exchange, trade-in, or otherwise dispose of unneeded or surplus personal property of the County or any using agency that has an estimated value of more than five thousand dollars (\$5,000) to the highest responsible bidder in accordance with those procedures set forth in state law.

Bids may be received in writing in the form of competitive bids, by auction conducted by the purchasing agent or authorized representative thereof, or both.

Surplus property having a value of less than five thousand dollars (\$5,000) shall be disposed of by the purchasing agent, or an authorized representative thereof, pursuant to the policy established and contained in the purchasing policy manual.

**Sec. 46-18. Purchase Prohibited.**

No officer, agent or employee of the county assigned to the purchasing function or responsible for surplus property declarations shall either directly or indirectly submit a bid for or purchase of county property that has been declared surplus.

Section 2. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is for any reason held to be invalid by a court of competent jurisdiction, such provision shall be deemed severable and the invalidity thereof shall not affect the

**PURCHASING ORDINANCE**

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remaining provisions or applications of the Ordinance which can be given effect without the invalid provision or application thereof.

Section 3. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after the date of its passage. The Clerk of the Board of Supervisors is authorized and directed, before the expiration of fifteen (15) days after its passage, to publish this Ordinance once, with the names of the members of the Board of Supervisors voting for and against it, in the *Enterprise-Record*, a newspaper published in the County of Butte, State of California.

**CENTRALIZED CONTRACTING AND PURCHASING**

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**1.0 CENTRALIZED PURCHASING**

It is the intent of Butte County to reduce the total costs associated with the acquisition and management of materials, supplies, equipment and services by purchasing competitively and wisely and by hiring and training people specifically skilled in and devoting full time to the business of contracting and purchasing. Suppliers and the general public may look to a professional, centralized contracting and purchasing staff for information and for assurance that the County's contracting and purchasing activities are being handled properly and economically.

**1.1 Objectives**

- (a) To provide increased economy in County procurement activities and to maximize to the fullest extent practicable the value of public funds expended for purchased or contracted materials or services.
- (b) To provide safeguards to ensure the maintenance of a procurement system of high quality and integrity.
- (c) To ensure the fair and equitable treatment of all contractors and suppliers in their business relationship with County offices.
- (d) To buy or lease the right material of the right quality and in proper quantity at the right time from the proper source.
- (e) To reduce the overhead cost of contracting and buying through a reduction in the volume of individual orders and improving the flow of paperwork.
- (f) To seek values that provide the best combination of price, quality and service.
- (g) To seek contracting and purchasing savings by consolidating departmental requirements and making volume purchases.
- (h) To promote a system of standardization throughout the County so better materials at minimal cost may be secured for all departments.
- (i) To decentralize the sources of supply for departments by providing for direct delivery whenever practical.
- (j) To provide, upon request, purchasing services for non-County public agencies. (Section 1.5)

**1.2 Competition - General**

The County is committed to a program of contracting and purchasing competitively and wisely. Departments are forbidden to artificially divide purchase

**CENTRALIZED CONTRACTING AND PURCHASING**

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requisitions or contracting activities to circumvent any competitive solicitation requirement. In addition, no department or employee shall draft or cause to be drafted any specifications in such a manner as to limit the bidding directly or indirectly to any one specific concern, or any specific brand, product, thing, or service. Certain items are approved as exempt from competitive solicitation requirements or are approved as sole source purchases as provided for under Section 1.3, Exceptions, and Section 3.4 (b), Restrictive Specifications, of this manual. It is the objective of General Services to require that competition is obtained from responsible suppliers, and the materials bought through such competition are properly suited to the job intended, both as to price and quality.

- (a) Except as otherwise provided for in this manual or by law, contracts and purchases for personal property in the amount of \$25,000 or more shall be made by sealed bid procedure. Sealed bids shall be opened and read at a specified time and shall be retained in the bid file. (Section 14.2)
- (b) Where dollar volume involved is less than \$25,000, Purchasing Services may request informal quotations in lieu of the more expensive formalized method. (Section 14.3)
- (c) Purchasing Services is authorized to make purchases from other public agencies without seeking competitive bids and may use Joint Powers Agreements, Cooperative Purchasing Programs, Pooling Agreements, and other recognized types of agreements used by government to combine agency requirements for purchases. The prices paid must, however, be competitive with comparable products offered in the marketplace.
- (d) Except as otherwise provided by law, the Purchasing Agent may reject all bids received in response to an Invitation for Bids (IFB) if it is determined that the price, terms or surrounding circumstances of the bids received are such that award of a contract based on that IFB would not be in the best interests of the County. (Section 3.14).
- (e) Although election materials are exempt from competitive bidding pursuant to Section 1.3(b) of this Contracts/Purchasing Policy and Procedure Manual and State law, the Elections Department will keep records that show price election at comparisons and may, at the option of the Registrar of Voters and without placing the security or conduct of an risk, attempt to secure the best prices for like elections-related materials, commodities and services of election items. The Registrar of Voters is encouraged to use the services of the Purchasing Services Office for items that are non-election sensitive when possible. No provision of the Contracts/Purchasing Policy and Procedure Manual is to be interpreted to direct that the purchase of election materials, commodities and services must be processed through the Purchasing Services Office and be subject to the normal competitive bidding process, as specified by current State law.

**CENTRALIZED CONTRACTING AND PURCHASING**

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**1.3 Exceptions to Competitive Process**

Departments should always strive to purchase competitively and wisely; however, except as otherwise directed by law, or as directed by the Board of Supervisors, Chief Administrative Officer, or Purchasing Services, competitive bidding is not required for the following purchases:

- (a) Wherever State law expressly authorizes execution of professional services contracts without competitive bidding or for expert and professional services which involve extended analysis; the exercise of discretion and independent judgment in their performance; and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience such as accountants, physicians, social service consultants, labor consultants, investigators, attorneys, architects, surveyors and engineers;
- (b) Election supplies;
- (c) Legal brief printing, stenographic services, and transcripts;
- (d) Books, publications, subscriptions, recordings, motion picture films, and annual book and periodical contracts;
- (e) Personal property or services obtainable:
  - (1) from any other governmental agency and owned or provided by such other governmental agency, or
  - (2) from any other governmental agency which has a contract with a supplier that allows such other governmental agency to acquire such property or services and resell them to other governmental agencies, (i.e. cooperative purchasing agreements), or
  - (3) from any private supplier that has a contract with another public agency and such private supplier produces satisfactory documentation that:
    - (i) such other contract is currently then in effect, and
    - (ii) such contract was let through a competitive pricing process, such as competitive written bids, request for proposals, or quotes for such items, and
    - (iii) such items to be acquired by the County of Butte are of comparable description and quality as the items described in such other governmental contract, and

**CENTRALIZED CONTRACTING AND PURCHASING**

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- (iv) the price of such items to be acquired by the County of Butte is not greater than that specified in such other governmental contract.
- (f) law fixes the price of which property or services;
- (g) construction equipment rental;
- (h) automotive and heavy equipment repairs;
- (i) proprietary drugs and pharmaceuticals, medical supplies and equipment;
- (j) training, seminars, classes for County personnel;
- (k) sole source procurement, defined as an award for a commodity or service which can only be purchased from one supplier, usually because of its technological, specialized, or unique character;
- (l) emergency purchases necessary when unforeseen circumstances require an immediate purchase in order to avoid a substantial hazard to life or property or serious interruption of the operation of a County department, or the necessary emergency repair of County equipment or heavy equipment required for the operation of a County department;
- (m) when the Purchasing Agent or his/her designee determines, with the concurrence of the Board of Supervisors, that it is in the best interest of Butte County to renew a contract award from the previous contract period, based on satisfactory service and reasonable prices, to avoid the interruption of County business and/or based on good business sense if pursuant to the terms and conditions of the contract;
- (n) when the product/services are needed by the County pending a bid award and a contractor agrees to provide such product/services at the same contract price as a previous award, until a new contract has been awarded. Such interim period contracts shall not exceed six months, or until conclusion of a bidder's appeal;
- (o) fuel credit cards/purchases.

**1.4 Standardization**

The Purchasing Agent is responsible for standardization. Standardization is the organized process of obtaining solutions to common problems by establishing agreement on specific quality, design, size, etc. The established agreement is called a standard.

There are many products the County purchases that are subject to standardization (i.e.: photocopiers and personal computers). When standards are adopted, only the items meeting these standards are to be purchased. However, no standard is meant to be

**CENTRALIZED CONTRACTING AND PURCHASING**

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unchangeable and each standard is subject to continuous review. Suggestions for changes in existing standards and suggestions for establishment of new standards should be submitted to the Purchasing Agent.

**1.5 When to use an Agreement Rather than a Purchase Order**

Purchase Orders are normally used to purchase fixed assets or other personal property. Personal services or consultant contracts should normally be in the form of an agreement; however, they may be awarded on a field purchase order when the price is less than \$600 and awarded to an individual, or when the price is less than \$2,500 and awarded to a corporation. All leases greater than \$50 per month for real property and for equipment shall be awarded by written agreement. When the purchase is for a combination of a fixed asset or either personal property and personal services, the purchase should be made by written agreement whenever the price for the personal services is valued at \$600 or more. An example of a purchase that is a combination of fixed assets or other personal property and personal services is the purchase of equipment or computer software and ongoing maintenance of the equipment or computer software. The purchase and installation of office partitions is considered as a public project and, therefore, a written agreement is required regardless of the dollar value. In the event of an emergency or in those cases where the department has a current insurance certificate on file for the contractor, public projects under \$600 do not require a written agreement.

**1.6 Non-County Public Agencies**

General Services may provide any or all of the services described in this manual on behalf of non-County public agencies upon their request subject to several provisions. The non-County public agency must submit a resolution requesting Purchasing Services to make purchases on behalf of the agency. The resolution must be adopted by the governing body of the non-County public agency and then filed with the County Purchasing Agent. The resolution shall:

- (a) Set the competitive bidding limits, advertising requirements, and any other restrictions or requirements specified by state law governing purchases by the non-County public agency.
- (b) Provide that the non-County public agency, during the period of participation, shall:
  - (1) Make all purchases in its own name and for that agency only.
  - (2) Be responsible for payment directly to the supplier.
  - (3) Not have in force at any time any other contract for like purchases.
  - (4) Not have under consideration nor have obtained written bids or quotations from other suppliers for like purchases.

When making purchases on behalf of a non-County public agency, Purchasing Services will follow the limits and requirements of California State Statutes, County Ordinance and applicable sections of this manual.

**CENTRALIZED CONTRACTING AND PURCHASING**

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The Board of Supervisors may terminate agency participation at any time after ten (10) days written notice mailed to the non-County public agency.

In most cases, a fee for services will be part of the agreement. The fee may be based on annual, semi-annual, or monthly participation on a per contract basis, be a flat

amount for all participants, or be pro-rated depending on the anticipated volume of purchases by each of the parties.

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**CONTRACT APPROVAL REQUIREMENTS**

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**2.0 CONTRACT APPROVAL REQUIREMENTS**

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

**2.1 Board of Supervisors Approval Required**

- (a) All contracts required by law to be approved by the Board of Supervisors;
- (b) Contracts for fixed assets or other projects included in the budget, or subsequently approved by the Board of Supervisors, for which sufficient funds are available do not require additional approval by the Board of Supervisors;
- (c) To engage independent contractors to perform services for the County, with or without the furnishing of material, when the aggregate cost is \$25,000 or more; (reference Government Code Section 25502.5). However, the CAO and Assistant CAO are authorized to approve service agreements not exceeding \$100,000 when urgency necessitates immediate approval.
- (d) Contracts exceeding \$5,000 for the rental or lease of personal property, or for the acquisition of services by independent contractor, for a period exceeding three years require approval by the Board of Supervisors. In addition, all contracts for the rental or lease of personal property, or for the acquisition of services by independent contractor, for a period exceeding ten years require approval by the Board of Supervisors. Contract renewals with the same contractor for essentially the same service are considered to be an extension of the term of the original agreement; therefore, extensions that result in an aggregate term exceeding the three or ten year limitations above require approval by the Board of Supervisors;
- (e) Joint powers or cooperative purchasing agreements;
- (f) Any change order or alteration to a Board of Supervisors' approved contract for a public project as defined by the Public Contract Code shall not require approval by the Board of Supervisors if appropriated funds are available to cover the cost of the change; the purchasing agent, director of public works or road commissioner or their designees approve changes or additions in the work being performed under construction contracts within the limits prescribed in section 20142(a) and (b) of the Public Contract Code; and the purchasing agent considers the change to be reasonable.
- (g) Change orders, alterations, renewals, or addenda to other Board of Supervisors' approved contracts that changes or amends the contract in the amount that is greater than ten percent or \$25,000, whichever is less, provided the change does not adversely affect the bid award.

**CONTRACT APPROVAL REQUIREMENTS**

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- (h) Amendments, or any other contract changes, to contracts approved by the Purchasing Agent or designee that cause the total contract price to exceed the Purchasing Agent's delegated purchasing authority require approval by the Board of Supervisors.

**2.2 Board of Supervisors Ratification Required**

- (a) Any change order to construction contracts not requiring Board of Supervisors approval must be summarized and submitted for Board ratification by the approving department head when the project is completed.
- (b) Change orders to construction contracts requiring Board of Supervisors approval, but approved by the Chief Administrative or the administering department because of emergency, damage, decay, or where the public interest would suffer by delay, shall be submitted for ratification by the administering department at the next regularly scheduled Board meeting.
- (c) Emergency purchases exceeding the department head's standard purchase authority must be submitted for ratification by the responsible department at the next regularly scheduled Board meeting.

**2.3 Purchasing Agent Approval Required**

Generally, the Chief Administrative Officer/Purchasing Agent, or the CAO's designee, has the authority to approve and sign the following, provided the monetary amounts are within those provided by the County Code, Chapter 46:

- (a) All contracts, including purchase orders and purchasing agreements;
- (b) Any contract for the purchase, sale, lease, transfer or trade-in of personal property;
- (c) Change orders, alterations, or addenda to a Board of Supervisors' approved contract that changes or amends the contract price by ten percent or \$25,000, whichever is less, provided the change does not adversely affect the integrity of the bid award;
- (d) Revisions to the Bidder's List Policy;
- (e) Transfers of surplus personal property, having an individual value of \$5,000 or less, to a non-profit public agency or another governmental jurisdiction unless otherwise prohibited by law;
- (f) Sale or lease of surplus personal property having an individual value of \$5,000 or less.

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**CONTRACT APPROVAL REQUIREMENTS**

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**2.4 CAO Approval Required**

The Chief Administrative Officer may, on behalf and in the name of the County of Butte, retain firms or individuals to provide expert advice or assistance respecting studies, investigations, litigation, audits, surveys, or planning associated with ongoing County operations when, in the Chief Administrative Officer's judgment, the expertise required is not possessed by personnel employed by the County, or existing workload of County personnel qualified for the work precludes assignment of the work, or a third party opinion is desirable. Such experts shall be retained at negotiated usual and customary fees, and no contract by which the Chief Administrative Officer retains such an expert shall provide for or authorize fees that exceed the amount prescribed by Government Code section 25502.5.

**2.5 Contractor Signature**

The Contractor signature is normally obtained prior to seeking review by the Auditor-Controller. This signature should be in blue ink.

**2.6 Auditor-Controller Review**

The Office of Auditor-Controller shall review all contracts for budgetary appropriations prior to final approval. Personal services agreements valued at \$600 or more and awarded to an individual, rather than to a corporation, require a written agreement that is reviewed by the Auditor-Controller prior to award of the agreement. All personal services agreements over \$2,500 shall be awarded by written agreement that is reviewed by the Auditor-Controller prior to award of the agreement. This signature should be in blue ink.

**2.7 County Counsel Review**

The Office of County Counsel shall review all documents/contracts for legal sufficiency prior to final approval. However, the County Counsel has waived review of contracts if no unauthorized changes have been made to the standard terms and conditions or insurance provisions, no contractor terms and conditions have been incorporated in the agreement, and the total price does not exceed \$5,000. The review by the County Counsel shall normally be the final review prior to execution for the County. This signature should be in blue ink.

**2.8 Execution by the County**

Execution by the Chair of the Board of Supervisors, Chief Administrative Officer or designee should normally be the final signature on all County agreements. This signature should be in blue ink.

**CONTRACT APPROVAL REQUIREMENTS**

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**2.9 Dollar Threshold Matrix**

A Dollar Threshold Matrix is provided as Figure 2-1 to provide County departments with a summary of approvals required for various procurement documents at differing cost thresholds.

**Fig 2.1- MATRIX OF AUTHORITIES FOR PURCHASING & CONTRACTING** June 08

| Authority Criteria  | Requirement/Approval   | P&PM<br>Section<br>Reference |
|---|--|------------------------------|
| <b>Competitive Process</b>  |  |                              |
| <i>When is a competitive solicitation required?</i>   |  |                              |
| Between \$2,500-\$5,000   | A competitive solicitation is not required, but informal quotes are recommended.   | 6.3                          |
| Between \$5,000-\$25,000  | Documented verbal and/or informal written competitive solicitation is required; or an executed Sole Source Justification form stating the exception must be provided in advance. (See section 5.0 for Public Projects) | 6.4                          |
| \$25,000 and Above  | A formal competitive solicitation must be completed; or an executed Sole Source Justification form stating the exception must be provided in advance. (See Section 5.0 for Public Projects)                            | 3.0 & 4.0;<br>6.5; 14.2      |
| <b>Signature/Approval</b>   |  |                              |
| <i>What signature is necessary at what level of expenditure?</i>  |  |                              |
| Up to \$2,500 – Field Purchase Orders (FPO)s Note: Personal Svc Agreements with other than a corporation up to \$600 may be awarded on an FPO | The Department Head or his/her delegated and certified designate.  | 6.2; 8.2c;<br>1.5;           |
| \$2,500 Up to \$25000   | The CAO/Director of General Services as Delegated Purchasing Agent or his/her delegated and deputized designate.   | 2.1.c; 2.3;<br>2.8           |
| Above \$25,000  | The Board of Supervisors   | 2.1.c                        |
| Contracts to run for more than three years  | The Board of Supervisors   | 2.1.d                        |
| <b>Fixed Assets</b>   |  |                              |
| <i>What signature is necessary and how to process a fixed asset?</i>  |  |                              |
| Fixed Assets Pre-approved by the Board and Listed on the Fixed Asset List   | Must be processed through Procurement Office and signed by the Department Head or his/her delegated and certified designate  | 2.1.b;<br>6.9                |
| <b>Public Project</b>   |  |                              |
| <i>What signature is necessary at what level of Project?</i>  |  |                              |
| Up to \$125,000   | The CAO/Director of General Services as Delegated Purchasing Agent or his/her delegated and deputized designate.   | 5.3.b                        |
| Above \$125,000   | The Board of Supervisors   | 5.3.b                        |
| <b>Public Works</b>   |  |                              |
| <i>What signature is necessary at what level of Project?</i>  |  |                              |
| Up to \$100,000   | The Director of Public Works/Road Commissioner for Road Fund projects or their delegated and deputized designate.  | 13.5.e                       |
| Above \$100,000   | The Board of Supervisors   | 13.5.e                       |

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**CONTRACT APPROVAL REQUIREMENTS**

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**3.0 COMPETITIVE SEALED BIDDING****3.1 Definition**

Competitive sealed bidding is a method of procurement that requires:

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

**3.2 Conditions for Use**

Except as noted in this section and Sections 1.3, Exceptions to Competitive Process, 7.0, Negotiated Contracts, and Section 5.3, Public Project Bid Levels, contracts for the purchase of personal property estimated to cost \$25,000 or more shall be awarded by competitive sealed bidding. Either an informal bidding process (Section 6.4) or a competitive sealed proposal process (Section 4.0) may be used for purchases of personal property estimated to cost between \$5,000 and \$25,000 and for more than \$25,000 whenever the Purchasing Agent determines:

- (a) Purchase descriptions, available sources, the time and place of performance, and other relevant circumstances are not appropriate for the use of competitive sealed bidding; or
- (b) A purchase is urgent and time does not permit a written bid.

Public Projects may be bid in accordance with this section and in accordance with Section 20150 et seq. of the Public Contract Code (reference Section 5.0, Public Projects).

- (c) Public projects of over \$100,000 must be let by competitive bid under Public Contract Code, Section 22034.

**3.3 Public Notice**

Adequate public notice of the Invitation for Bids shall be made in sufficient time, but not less than ten (10) calendar days prior to the opening of bids, by conspicuously posting a copy of each Invitation for Bids on the bid calendar bulletin board located in the Purchasing Services Office.

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**CONTRACT APPROVAL REQUIREMENTS**

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If this information is used, the public notice must specify the place (if plans or specifications are not included in the solicitation) where plans and specifications are on file, and the time and place for receipt of bids.

For Public Projects advertising requirements, reference Section 5.4.

**3.4 Specifications****(a) Preparation of Specifications**

Specifications:

- (1) Should not be prepared to exclude all but one type or kind, except where permitted by law.
- (2) Should be clear, definite and concise to enable prospective suppliers a basis on which to submit bids.
- (3) Should call only for features or for a level of quality required for the intended use, except in cases where such features or the level of quality are essential for some future consideration or result in an overall economic advantage to the County.
- (4) Should preferably describe the performance requirements, rather than its formulation, description or design.
- (5) Should be framed to permit free and full competition as is reasonably possible under the attendant circumstances.

Direct supplier involvement in the specification process at the department level is prohibited without prior approval by Purchasing Services. Departments may use Purchasing Services for assistance in the development of specifications.

**(b) Restrictive Specifications**

Some latitude is permissible in specifying features of certain items. While it is not necessary to prepare specifications in a manner that every conceivable manufacturer could competitively bid, the County must be able to demonstrate a clear reason for any restrictive specifications.

**(c) Other Considerations**

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

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**CONTRACT APPROVAL REQUIREMENTS**

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**3.5 Bidder's List****3.5.1 General Information**

The Purchasing Services Office maintains a list of known prospective suppliers who are available to furnish materials, professional and consultant services, and supplies that can meet the County's needs. In the case of written formal bids and informal quotations and for most transactions, the list (or record) of those bidders solicited will be in the solicitation file. In most cases, lists are maintained on a computer that enables identification of those suppliers that provide the item or service in question.

**3.5.2 New Suppliers**

From time to time, purchases are made from suppliers whose names are not on existing bid lists and may never be on a list (because of infrequency of purchases, specialty items, etc.). As frequency increases or the demand requires, a new list may be established by the Purchasing Services Office.

**3.5.3 Requests to be Added to Bid Lists**

Companies may be added to existing or new bid lists based on requests from County departments or by the Purchasing Agent. All requests from suppliers may not necessarily result in being added to a bid listing. There are several reasons such as no need or insufficient need for the product or service; sufficient competition in the Butte/Northern California market; lack of local representation; or lack of service support.

**3.5.4 Deletions from Bid Lists**

Companies may be deleted from bid lists only by action of the Purchasing Agent upon recommendation of a buyer. Reasons for deletion are: out of business, continual poor service, poor quality of goods furnished; default on previous purchase; failure to respond to three consecutive bid or quote invitations, or a supplier's request to be removed for any reason.

**3.5.5 Supplier Identification Number**

Each supplier that is added to a commodity bid list shall be assigned an identification number. The identification number will not be assigned until the supplier is sent an application package or receives a purchase order or contract. The identification number used by Purchasing Services is the same as the "vendor" number used by the Auditor-Controller.

**3.5.6 Official Record of Bidders**

The master supplier number list and bid list is the reference resource used to prepare each record of bidders.

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**3.6 Bidding Documents**

- (a) Copies of Bidding Documents
  - (1) Companies may obtain complete sets of bidding documents from Purchasing Services in the number and for the deposit sum, if any, as set forth in the Invitation for Bids.
  - (2) Bidders shall use complete sets of bidding documents in preparing bids; the County will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
  - (3) The County in making copies of the bidding documents available on the above terms does so only for the purpose of obtaining bids for the specified commodities or services and does not confer a license or grant for any other use.
- (b) Interpretation or Correction of Bidding Documents
  - (1) Bidders and prospective suppliers shall promptly notify the Purchasing Services Office of any inconsistency or error that they may discover upon examination of the bidding documents or of the site and local conditions.
  - (2) Bidders and prospective suppliers requiring clarification or interpretation of the bidding documents shall contact the Purchasing Services Office at least five (5) working days prior to the date for receipt of bids, or as specified in the Invitation for Bids.
  - (3) Any interpretation, correction or change of the bidding documents will be made by written addendum. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.
- (c) Alternate Bids
  - (1) The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met. An equal product must meet minimum specifications and the burden of proof of merit of proposed alternate or substitute is on the bidder.
  - (2) Non-solicited alternates may be considered for award if submitted by the bidder who would otherwise be the low bid.
  - (3) Solicited alternates may be awarded based on the sole judgment of the County.

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

**3.7 Form of Bid**

To receive consideration, bids shall be made on the forms and in the manner set forth in the Invitation for Bids.

- (a) Late bids shall not be accepted.
- (b) Each bid must be signed by an authorized representative of the supplier and include the legal name of the bidder and a statement of non-collusion signed by the bidder.
- (c) Bidders shall not change the bid form nor make additional stipulations on the bid form which are not consistent with the provisions of the specifications.

**3.8 Bid Security**

A bid bond or bid deposit (certified or cashier's check) made payable to Butte County may be required to protect the County in the event the bidder awarded the contract does not execute the contract, furnish any required performance bond, and/or proceed with performance. A required bid bond or bid deposit must be submitted with the bid, and be in the amount as specified in the Invitation for Bids.

In the event an otherwise low bidder is allowed to withdraw its bid due to claim of error, the County may retain the bid guarantee to offset its costs of administrative handling of the bid.

Bid bonds or bid deposits, except those of the lowest bidder, should be returned as soon as practical following the bid opening and evaluation of bid responses. The guarantees

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of the lowest bidder should be retained until the contract has been executed and approved and any performance bond and certificate of insurance provided, at which time

they will be released except where forfeited. However, the bid bond or bid security of the second and third lowest responsible bidders may be retained until the contract has been fully executed and insurance certificates are obtained. The cash, cashier's checks, and certified checks submitted by all other unsuccessful bidders shall be returned to them within ten (10) calendar days after the receipt of bids, and their bid bonds shall be of no further effect.

**3.9 Receipt of Bids**

All bids must be received sealed in an envelope prior to the time specified in the Invitation for Bids. Bids must not be left unattended and must be promptly time-stamped and deposited unopened in the respective bid folder. Late bids shall not be opened and shall not be considered under any circumstances. A late bid will be date-stamped and remain unopened in the bid file. A letter from Purchasing Services will be sent notifying the bidder that the bid was received late and was not considered.

**3.10 Bid Opening**

The Purchasing Agent or designee shall administer all bid openings and all bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The County assumes no responsibility over the confidentiality of bid information unless specifically stated otherwise in the Invitation for Bids.

**3.11 Correction or Withdrawal of Bids**

In any request or decision involving a bid mistake, correction or withdrawal, Purchasing staff shall consult with County Counsel. Except as otherwise specified in Section 5100 of the Public Contract Code, correction or withdrawal of inadvertently erroneous bids before or after bid opening may be permitted only if such correction or withdrawal is not prejudicial to the interest of the County or fair competition. Further:

- (a) Mistakes in bids detected prior to bid opening may be corrected or withdrawn by the bidder by written request received by the Purchasing Services Manager prior to the time designated for opening of bids, provided that the original bid shall not be physically returned to the bidder until after the bid opening. The written request must be signed by the same person who signed the original bid, and shall be sealed, time-stamped and deposited in the same manner as the original bid. Oral, telegraphic, or facsimile transmission of corrections or withdrawals shall not be permitted.
- (b) Mistakes in bids detected during or after bid opening may not be corrected by the bidder except:

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- (1) A bidder may be permitted to correct a material mistake that would cause such bidder to have the low bid if the mistake is clearly evident from examining the bid document; for example, arithmetical errors. However, a bidder shall not be permitted to correct a bid for errors of judgment. A low bidder shall not be permitted to increase its bid price and still be considered as the low bidder unless there is clear evidence of a mistake in bid and award of the contract at the higher price does not jeopardize the competitive process.
- (2) An otherwise low bidder may be permitted the opportunity to furnish other information called for by the Invitation for Bids and not supplied due to oversight, so long as it does not affect responsiveness.

The Purchasing Agent shall maintain complete and sufficient records of evidence used to establish an error and intended price. Records of bid withdrawals shall also be maintained to ensure there is no abuse of the competitive bidding process. All decisions to permit the correction of bid mistakes and the withdrawal of bids shall be made in writing by the Purchasing Agent and retained in the bid file. In the event that correction of a bid subsequent to bid opening results in a new low bidder, the Purchasing Agent may make an award to the new low bidder, or may request new bids from all suppliers on the applicable bidder's list.

**3.12 Bid Evaluation**

Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine acceptability such factors as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Criteria affecting price shall be objectively measurable, such as discounts, transportation costs and life cycle or total ownership costs. The Invitation for Bids shall set forth the evaluation criteria to be used.

Examples of evaluation criteria that may be used include:

- (a) Adherence to all conditions and requirements of the bid specifications
- (b) Total bid price, including any trade discounts or prompt pay discount of fifteen days or more. Unit price, or extended price
- (c) Local supplier preference [reference Sections 3.18 and 4.5(d)]
- (d) General reputation and experience of bidders based on references or prior performance
- (e) Hourly rates for specified personnel
- (f) Evaluation of the bidder's ability to service the County
- (g) Financial responsibility of the bidder

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- (h) Needs and requirements of the County
- (i) Experience with the products involved
- (j) Nature and extent of company data furnished upon request of the County
- (k) Quality of merchandise offered
- (l) Product appearances, workmanship, finish, taste, feel and result of product testing
- (m) Overall completeness of product line offered
- (n) Bidder's ability to meet delivery and stocking requirements
- (o) Delivery or completion date
- (p) Maintenance costs and warranty provisions
- (q) Repurchase value or residual value of equipment after specified number of years where the residual value can be objectively ascertained
- (r) Availability of product or service required
- (s) Compatibility with County's current equipment/products
- (t) Availability of sales representatives and/or service representatives
- (u) Maintainability and reliability

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

**3.13 Bid Evaluation for Blanket Purchase Agreements**

Since it is sometimes difficult to competitively bid blanket purchase agreements (BPAs) based on costs because of the breadth of the commodity line or the unavailability of firm quantities, other criteria may be used; e.g.,

- (a) Geographic location or distance of the supplier from the using department
- (b) Size of inventory as an indicator of the breadth of the commodity line (availability)
- (c) Delivery capacity

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- (d) Acceptance of phone orders
- (e) Time it takes to fill an order
- (f) Consolidated invoices
- (g) Discounts
- (h) Representative labor, job or parts costs
- (i) Maintenance of accounting/billing information

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

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

**3.14 Reservation of Right to Reject Bids and Re-Bid**

Every bid must be carefully examined to determine whether it contains a material variance. Any bid that contains a material variance must be rejected. A test of material variance is a variance that gives the bidder a substantial benefit or advantage not enjoyed by the other bidders. Prior to any rejection for a material variance, County Counsel shall be consulted. The County may:

- (a) Reject an otherwise low bid when it is determined that another bid is more advantageous to the County.
- (b) Reject a bid not accompanied by any required bid security or by other data required by the bidding documents.
- (c) Reject a bid that is in any way incomplete, irregular, amplified, unqualified or otherwise not in compliance with the bid documents in all material respects.
- (d) Waive any informality, irregularity, immaterial defects or technicalities, in any bids received.
- (e) Cancel an Invitation for Bids or reject all bids because of the following reasons:
  - (1) Inadequate or ambiguous specifications
  - (2) Specifications have been revised
  - (3) Supplies or services are no longer needed
  - (4) Change in County requirements
  - (5) All bids deemed unreasonable

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- (6) Bids were not independently arrived at or were submitted in bad faith
- (7) A determination is made that all the necessary requirements of the bid process have not been met
- (8) Insufficient competition
- (9) For other reasons which indicate the cancellation or rejection of all bids is clearly in the best interest of the County

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

**3.15 Contract Award**

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

**3.16 Cancellation of Contract Award**

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

**3.17 Public Notice of Award**

Purchasing Services shall maintain a summary of all contract awards and make it available for public inspection. The summary shall, at a minimum, include the date of the award, the contract numbers, the suppliers, the contract amounts, and a brief commodity or service description.

**3.18 Local Preference**

In determining the lowest price, in recognition of greater accessibility of the product to the County, five percent (5%) of the offered price shall deducted from the price offered by those "Suppliers within the County" as defined in the Glossary.

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**3.19 Tie Bids**

Occasionally one or more companies bid the same unit price. If all other factors are equal (delivery, cash discount, etc.), a tie may be broken by drawing by lot, or by toss of a coin.

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**COMPETITIVE SEALED PROPOSALS**

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**4.0 COMPETITIVE SEALED PROPOSALS**

(Request for Proposal Procedural Steps are in this Section under 4.8)

**4.1 Definition (Also See Section 14.1)**

A competitive sealed proposal is an offer from a prospective supplier as a result of the method of procurement that involves, but is not limited to:

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

**4.2 Conditions for Use**

Unless otherwise directed by law, this manual or by direction of the Board of Supervisors, contracts for consultant services estimated to cost \$25,000 or more should be awarded by the use of competitive sealed proposals. Contracts for consultant services estimated to be less than \$25,000 may be awarded upon conclusion of informal interviews by representatives of the initiating department and others, including Purchasing Services, as may be appropriate.

In accordance with Sections 1.3(a) and 2.4, expert and professional services may be exempted from the competitive proposal process. For contracts costing \$25,000 or more, the requesting department shall submit the justification for exempting a professional services agreement from competitive solicitation, either prior to or concurrent with a recommendation to the Board of Supervisors or Purchasing Agent for contract approval.

**4.3 Public Notice**

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

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**COMPETITIVE SEALED PROPOSALS**

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**4.4 Evaluation Committee**

For competitive sealed proposals estimated to cost \$25,000 or more, an evaluation committee may be formed consisting of a representative of Purchasing Services and others appointed by the initiating department head or the Chief Administrative Officer and the Board of Supervisors which will review all proposals and document all findings

and recommendations. The evaluation committee may include persons who are not County employees but have experience or expertise to contribute. Such non-County employees shall abide by the ethical standards set forth in Section 9.0.

**4.5 Evaluation Factors**

Award of a contract in response to a proposal shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation factors set forth in the Request for Proposals.

Competitive sealed proposals for property and equipment shall be prepared and conducted in the same manner as provided in Sections 3.4, 3.6, 3.7, 3.8, 3.9, 3.11 and 3.14 except as otherwise authorized by provisions of Section 4.0.

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

- (a) Reputation and Experience. Does the consultant have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does the consultant have sufficient experience in the kind of work required?
- (b) Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job?
- (c) Understanding of the Problem. Does the firm understand the issues and has it developed a relevant and effective approach?
- (d) Proximity of the Firm. Other factors being equal or relatively insignificant, the County shall strive to retain firms based in the local area, especially Butte County firms.
- (e) Cost. Whenever possible and appropriate, a firm fee or hourly rate should be secured as part of the proposal and considered in the evaluation process. In certain cases the County may wish to hire the best qualified individual or firm if their proposed or negotiated price is within the budgeted amount for the contract. In this case, the County may request that pricing be included in a separate sealed envelope that will not be opened until the County selects the best qualified individual or firm. If the proposed price exceeds the funding available for the contract, and if the price cannot be negotiated to an acceptable level, the

## COMPETITIVE SEALED PROPOSALS

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pricing envelope for the next best qualified individual or firm will be opened. This process shall be continued until an individual or firm is selected by the County. All remaining envelopes containing pricing information shall be returned "unopened" to the unsuccessful individuals or firms. When separate sealed envelopes containing pricing information are requested, the selection process shall be clearly described, including return of unopened pricing envelopes, in the Request for Proposal. In addition, examples of evaluation criteria listed in Sections 3.12 and 3.13 may be used.

### 4.6 Discussions with Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for awards for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Negotiations concerning compensation or scope of services may be conducted as prescribed in the request for proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. ***In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.***

### 4.7 Award Process

Contract awards for professional or consultant services for under \$25,000 may be approved by the Purchasing Agent or his/her designee. Pursuant to Section 2.4, the Chief Administrative Officer may approve professional or consultant services contracts under \$25,000 that were not previously budgeted. Although proposals that are less than \$25,000 do not require Board approval, the Chief Administrative Office, because of budget process, should be consulted to determine whether the specific consultant services or other circumstances warrant Board consideration.

Recommendations for contract award for professional consultant services for \$25,000 or more shall be submitted by the department head of the initiating department through the Chief Administrative Office to the Board of Supervisors along with pertinent contract documents. The recommendation should include the following:

- (a) The services to be provided by a consultant or professional service contract.
- (b) The method of compensating the consultant or the actual cost, if appropriate, and a statement indicating why the cost is reasonable.
- (c) A summary of the competitive process used along with the reasons for recommending a particular consultant, particularly if that proposal was more costly than others. Positive reasons supporting the consultant recommended should be stressed rather than deficiencies of those not recommended.

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**COMPETITIVE SEALED PROPOSALS**

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The requesting department shall be responsible for obtaining County Counsel and Auditor-Controller review prior to sending the contract, through the Chief Administrative Office, to the Clerk of the Board for signature by the Chair of the Board of Supervisors.

**4.8 Request For Proposals, Procedural Steps****4.8.1 Frequency of Issuing RFPs**

To the extent possible, in order to assure suppliers ability to access County business and to ensure that the County continues to receive competitive prices and the best available talent, RFPs for ongoing services should be, under most circumstances, issued at least once every three years. Refer to Section 14.4 for Sole Source Requests.

**4.8.2 Procedures**

This procedure would be applicable to all contracts that require an RFP process. Although the competitive process is not required for service and consultant contracts under \$100,000, it still may be necessary to develop an RFP if the item(s) are of a competitive nature. General Services will advise if the RFP process is required.

- (a) Budget Considerations - Prior to an RFP or informal interview procedure being initiated, sufficient funds must be approved by the Board of Supervisors.
- (b) Initial Request - Upon approval of funding, and if applicable, a written request must be submitted to Purchasing to identify the project in general terms, identify the funding, and the projected time frame for the project.
- (c) Coordination and Planning - The RFP process normally involves the solution to a problem. The better the County clarifies its own thinking beforehand and communicates it to the prospective firms, the more complete and acceptable the proposals received will be. The requesting department is responsible for scheduling an initial planning session with the Purchasing Agent or designee to consider the following:
  - (1) Definition of the problem to be solved. If a problem cannot be clearly stated, it is not sufficiently understood; therefore, cannot be adequately communicated for successful resolution by a consultant.
  - (2) Identification of what the consultant is to accomplish. This would include the desired approach to the problem; practical, policy, technological, and legal limitations; specific questions to be answered; description of the items to be delivered; format and number of copies of the completed reports; and the extent and

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**COMPETITIVE SEALED PROPOSALS**

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nature of the assistance to be made available by the County to the consultant.

- (3) Estimated time frame including projected dates for award of contract, commencement of performance, progress reporting, completion, and payment.
- (4) Budgetary limitations such as time or money or both.
- (5) Preliminary listing of potential competitors, using the master supplier file maintained in Purchasing Services and those provided by the requesting department.
- (6) An analysis of independent contractor status vs. other forms of employment.
- (7) Contracts for which no services will be performed during the current year will result in an encumbrance **not** being issued.

#### 4.8.3 Draft RFP

Following the planning stage, the requesting department will develop a draft RFP utilizing this input plus all of the legal, boilerplate, minimum requirements, and evaluation criteria necessary to the process. The draft will include some or all of the following as tailored to the specific project.

- (a) Background discussion of Butte County, who we are and where we are.
- (b) General discussion of the scope of the services to be provided.
- (c) Minimum qualifications for participation.
- (d) Minimum requirements for participation.
  - (1) Request for and Sample Format for Bid Bond: In the amount that may be required at the discretion of the Purchasing Agent.
  - (2) Request for and Sample Format for Performance Bond: In the amount as determined by the Purchasing Agent.
  - (3) Insurance: The County standard General Insurance Requirement is always attached with minimum limits as established by Risk Management.
  - (4) General Information: This will include the format to be followed in submitting proposals, reference requirements, the address of the responsible party, and the procedure relative to the receipt of proposals after the closing date.

**COMPETITIVE SEALED PROPOSALS**

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- (e) Model Agreement. The RFP should state that the County intends to award an agreement substantially in the form of the Model Agreement attached to the RFP. The Model Agreement shall include the insurance requirement attachment per 4.8.3(d)(3) above, and the Scope of Work attachment per 4.8.3 (f) below.
- (f) Scope of Work. In most cases the department should be able to prepare a Scope of Work to include as an attachment to the Model Agreement. In those cases where the department wishes to include material from the contractor's proposal as the Scope of Work, however, the RFP should require the Contractor to submit a draft Scope of Work with their proposal.
- (g) Evaluation Criteria. The evaluation (or selection) criteria to be used in selecting the contractor (per 4.8.4 below) shall be included in the RFP. If cost is one of the factors to be used in selecting the contractor, this fact should be stated in the RFP.
- (h) Proposer's Conference - The conference is designed to provide clarification of the request for proposal to suppliers and to let the County know who the potential participants in the competition will be.
  - (1) The conference may not be mandatory. However, depending on the complexity of the project and the market, attendance by prospective contractors may be highly encouraged.
- (i) Closing Deadline - A time frame will be established for RFP release, proposer's conference date and closing date. It should be noted that in order to obtain the most comprehensive proposals, a reasonable amount of time must be allowed for a response.
  - (1) Experience has shown that at least three (3) weeks from the date of issuance to the closing date should be allowed. This time frame is evaluated on an individual project basis.
  - (2) Under no circumstances can the time frame be less than ten (10) working days.
- (j) Protest Procedure - Provisions of Section 10 of the Contracts/Purchasing Policy and Procedure Manual will apply to protests regardless of the solicitation type.

All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest; citing the law, rule, regulation or procedure on which the protest is based. Only information taken from the request for proposal and the proposal may be used to describe the reason for the protest. Information outside these parameters is not allowable.

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**COMPETITIVE SEALED PROPOSALS**

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**4.8.4 Evaluation Criteria**

The evaluation criteria is the single most important factor in the RFP process as it identifies how the County will rate and ultimately choose the successful proposer, (i.e. the supplier that is the most qualified to provide the service requested by the County). To provide consistent and fair evaluation and to ensure selection of the

best supplier, the RFP must clearly define the standard criteria that will be used by the County to evaluate and select the successful proposer. Criteria may include the following, and others, established for the specific project.

- (a) Relevant Experience
- (b) Qualifications of Personnel Assigned
- (c) Availability
- (d) Proposal Content and Presentation
- (e) Compliance with Administrative Requirements
- (f) Total Cost
- (g) Methodology

In addition to the above criteria, to the extent possible, the RFP will define the County personnel who will comprise the evaluation team and the projected time frame for evaluation and recommendation for award. The team for significant projects should always include the Purchasing Agent or authorized designee and others directly involved in the project. (Also refer to Sections 3.12, 3.13, and 4.5 for other evaluation factors.)

**4.8.5 Master Supplier File**

Purchasing Services will maintain a listing of all known suppliers who can provide services to the County. All requests from firms and/or individuals voicing interest in providing services to the County should be forwarded to Purchasing Services for a determination regarding placement in the Master Supplier File.

**4.8.6 Release of RFP**

If the Project has prior budget approval, it is not necessary that authorization be obtained from the Board of Supervisors to release the RFP. A release date is agreed upon and the RFP is released to a list of prospective suppliers identified during the planning process.

**4.8.7 Proposal Opening**

On the date established in the RFP, the proposals are opened either in Purchasing Services or in the department specified in the RFP. Discussions relative to disclosure of information will be governed by Section 4.6 and 14.1 (e) of the Contracts/Purchasing Policy and Procedure Manual.

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**COMPETITIVE SEALED PROPOSALS**

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**4.8.8 Evaluation of Proposals**

The proposals are reviewed by Purchasing Services staff and/or the issuing department to ensure that all minimum, mandatory, and administrative requirements of the RFP are met. Those proposals not meeting the minimum, mandatory, and administrative requirements are rejected by formal letter from Purchasing Services and/or issuing department and are not further reviewed in the evaluation process. Those proposals remaining after the initial review are then presented to the Evaluation Team for in-depth evaluation as set forth the Request for Proposal. The Purchasing Agent or designee will not further evaluate the proposals except in an advisory capacity to ensure that the proper procedure is followed.

**4.8.9 Intent to Award**

Once the evaluation is completed, the evaluation team makes a written recommendation documenting the reasons the successful supplier was selected. In the case of a quantified evaluation, the team ranks the competitors. Recommendations for intent to award to the selected supplier are then submitted to the Purchasing Agent or designee. Purchasing Services, and/or the originating department, notifies all competitors of the recommendations and the date on which the Board of Supervisors is scheduled to make the award. If a protest is anticipated, the recommendation to the Board of Supervisors must allow enough time to complete the protest action.

**4.8.10 Protest**

As set forth in the Request for Proposal, a competitor will follow the protest procedures. If the protest is not resolved in accordance with the steps outlined, the Board of Supervisors will hear the protest at the time the recommendation is heard on the agenda. (See Section 10 for protests and appeals.)

**4.8.11 Contract Negotiation**

Prior to submitting the agreement for approval by the Board of Supervisors, the specific terms and conditions of the contract are negotiated by the Purchasing Agent or designee, or the Department of Primary Interest, and the contractor's representatives. There are specific items that must be included in the contract language and others which may be added in the negotiation process. It should be noted that contract language may not be added which in any way changes the requirements of the request for proposal or the successful responding proposal.

The General Insurance Requirement and a Scope of Work are always included as an integral part of the contract.

If not clearly defined in the cost section of the proposal, the contract must include a cost and payment schedule as well as a specific implementation schedule for completion of services.

## PUBLIC PROJECTS

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### 5.0 PUBLIC PROJECTS

In accordance with the Public Contract Code, Part 3, Chapter 2, Article 3, Public Projects: Alternative Procedure, the following procedures apply to all Public Projects including projects under the direction of the Director of Public Works or Road Commissioner.

#### 5.1 **Definition - Public Project.** *Public Project* means any of the following [Cost Accounting Policies and Procedures Manual Section 22002(c)]:

- (a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- (b) Painting or repainting of any publicly owned, leased, or operated facility.

#### 5.2 **Excluded Expenditures from Public Projects.** *Public Project* does not include maintenance work. For the purposes of this section, "maintenance work" includes all of the following [Cost Accounting Policies and Procedures Manual Section 22002(d)]:

- (a) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- (b) Minor repainting.
- (c) Resurfacing of streets and highways at less than one inch.
- (d) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- (e) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

#### 5.3 **Public Project Bid Levels**

- (a) Projects under \$30,000 may be negotiated with a contractor or accomplished by Force Account (County employee labor). A written agreement on a Small Projects Agreement or construction contract is required regardless of the dollar value of the project. However, in the event of an emergency or in those cases where the department has a current insurance certificate on file for the contractor, public projects under \$600 do not require a written agreement.
- (b) Projects below \$125,000 shall be let to contract by informal or formal bid procedures. A written agreement on a Small Projects Agreement is required; however, the more formal construction contract, as required for projects valued at \$125,000 or more, may be used for projects below \$125,000.

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**PUBLIC PROJECTS**

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- (c) Projects of \$125,000 and more shall be let to formal construction contract through formal bid procedures.

**5.4 Advertising**

Notice inviting formal bids – For projects over \$125,000, one publication of notice at least fourteen days prior to opening of bids is required. The notice inviting formal bids shall also be mailed at least thirty days prior to opening of bids to all construction trade journals in the County that have been identified in accordance with Section 22036 of the Public Contract Code.

**5.5 Plans, Specifications and Working Details**

For all public projects over \$125,000:

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

**5.6 Public Contract Code Definition of Informal and Formal Bid Procedures**

- (a) Informal Bid Procedures - Public Project procedures shall follow the guidelines outlined in Section 6.4 of this manual. The solicitation shall be sent at least ten days prior to the bid opening to the suppliers on the applicable bid list plus the **plus the** three Construction Trade Journals that have been identified in accordance with Section 22036 of the Public Contract Code.
- (b) Formal Bid Procedures - Public Project procedures shall follow the guidelines outlined in Section 3.0 of this manual with the advertising requirement from Section 5.4.

**5.7 Prevailing Wages**

The payment of prevailing wage rates is generally required of contractors performing construction work valued at over \$1,000 for the County. Exceptions to this procedure can be found in the California Labor Code.

For construction projects, General Services and the Public Works Department shall make reference to and include in their contracts, the requirement for payment of prevailing wage rates adopted by the State of California, Director of Industrial Relations.

Public projects under the direction of the Director of Public Works shall be performed in accordance with the Public Contract Code, Part 3, Chapter 1, Article 25.

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**SIMPLIFIED PURCHASES**

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**6.0 SIMPLIFIED PURCHASES****6.1 Conditions for Use**

Any commodity or service may be purchased in accordance with the procedures outlined in this section; however, procurement requirements shall not be artificially divided to meet the dollar value limitations for simplified purchases prescribed herein. Request for quotations, which may be oral or written, will be the usual method for simplified purchases unless the purchase meets the criteria for an emergency or a sole source purchase. The Purchasing Agent or his/her designee may require use of the competitive sealed bid or proposal process if in his/her opinion this alternate procedure is in the best interest of the County. Purchases made pursuant to this section are also subject to the requirements of Sections 3.4 and 3.12 through 3.17.

**6.2 Purchases Up to \$2,500**

Departments are authorized to make individual purchases for materials and services up to \$2,500 (reference Section 8.2(c), Delegated Purchasing).

**6.3 Purchases Between \$2,500 and \$5,000**

The Purchasing Services buying staff may forego seeking bids and process an order in accordance with their understanding of the market and sources of supply.

**6.4 Purchases Between \$5,000 and \$25,000**

The Purchasing Services buying staff shall seek oral and informal written quotations from at least three probable sources or provide written justification for failing to do so. For Public Projects, this Section 6.4 applies to projects under \$125,000 in accordance with Section 5.3.

**6.5 Purchases Above \$25,000**

Purchasing Services shall seek formal written quotes from at least five probable sources or provide written justification for failing to do so.

**6.6 Oral Quotations**

Oral quotes shall be recorded on Purchasing Services' standard oral quote form and shall be attached to the Division' s central file copy of the award document. The Buyer shall record the name of the supplier representative submitting the quote and the date the quote was received.

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**SIMPLIFIED PURCHASES**

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**6.7 Written Quotations**

Written quotations should be on Purchasing Services' standard Request for Quotation form and should include the name and signature of the supplier representative and the date of the quote.

**6.8 Oral Purchase Commitments**

Buying staff shall not provide an oral purchase commitment without prior approval of the Purchasing Agent.

A buyer may also authorize a department to make an oral purchase commitment (confirming purchase). Such authorization may be granted if the request is urgent and time does not permit the submittal of a requisition to Purchasing Services. The Buyer shall record the request number authorized for such oral purchase commitments granted. The department shall note the authorizing buyer's name on the requisition and submit to Purchasing Services for approval (reference Section 8.2(e)).

**6.9 Procedures for Purchasing Fixed Assets**

Fixed assets, those items of equipment that are \$5,000 or more and have a life of greater than one year, must be budgeted before a requisition will be processed by the Purchasing Services Office of the General Services Department. Following is an outline of the budgetary procedure for the purchasing of fixed assets:

- (a) All requisitions must be submitted to Purchasing Services. **(Departments shall not independently purchase fixed assets.)**
- (b) Purchasing Services will issue a purchase order upon encumbrance of the funds by the Auditor's Office.
- (c) If a department wishes to purchase an alternate fixed asset item in lieu of that authorized in the budget, a request shall be submitted to the Chief Administrative Office for approval.
- (d) If insufficient funds are budgeted to purchase authorized fixed assets, an Appropriation Fund Transfer shall be submitted to the Chief Administrative Office for approval.

Refer to Section 12.0 for transfer, sale, or disposal of fixed assets.

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**NEGOTIATED CONTRACTS**

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**7.0 NEGOTIATED CONTRACTS****7.1 Purchase or Lease**

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

- (a) Whenever possible, requests for written offers be submitted to at least three suppliers; and
- (b) Purchasing Services shall retain copies of the written solicitation, offers, and analyses for each transaction.

Alternately, equipment purchases or leases may be accomplished by the use of the competitive Sealed Bidding or Competitive Sealed Proposal process (reference Section 3.0 and 4.0).

**7.2 Blanket Purchase Agreements**

Blanket purchase agreements (BPAs) that are authorized by the Purchasing Agent may be negotiated:

- (a) For operational services/supplies based on the geographic proximity to the County's site of operations; and/or
- (b) Where quantitative information is unavailable due to unforeseeable usage, which thereby would result in an ambiguous bid call, a blanket purchase agreement may be negotiated with one or more suppliers (Reference Section 3.13).

BPAs that are subject to negotiation should be solicited via RFQ or RFP rather than via IFB.

**7.3 Proposals**

Proposals received in response to a Request for Proposal may be negotiated as described in Sections 4.0 and 14.1.

**7.4 Quotations**

Quotations received in response to a Request for Quotation may be negotiated as described in Sections 6.0 and 14.3.

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**DEPARTMENTAL INFORMATION**

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**8.0 DEPARTMENTAL INFORMATION**

County departments have important responsibilities in the procurement of goods and services. This section of the manual outlines some of those responsibilities, policies, and procedures to assist departments in their interaction with Purchasing Services. However, there are other significant department responsibilities described throughout this Contracts/Purchasing Policy and Procedure Manual.

**8.1 Requisitioning Process**

Purchase requisitions are prepared by departments to initiate purchases, to provide management and the central budgetary authority with budgetary control over purchases, to serve as a formal requisition to authorize Purchasing Services to begin the purchasing process and to provide an accounting record of in process purchases. Departments are prohibited from artificially dividing purchase requisitions to circumvent any competitive bidding requirement. Section 15.1 provides directions for completing the Purchase Requisition.

**8.1.1 Department Responsibilities in Requisitioning Process**

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

- (a) Determining that sufficient funds are available to pay for requested goods and services. Purchasing Services will contact the department prior to placing an order if the actual costs exceed the department's written estimate by more than ten percent (10%).
- (b) Ensuring that requested items/services are necessary to operations and are used for their stated purpose.
- (c) Ensuring that requisitions and purchase orders are completed and processed for payment satisfactorily.
- (d) Ensuring that Purchasing Services is informed of all contacts with prospective suppliers.
- (e) Ensuring that Purchasing Services is informed of annual requirements in a form and manner as requested by Purchasing Services.
- (f) Obtaining Board approval for unauthorized purchases (reference Section 8.3).

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**DEPARTMENTAL INFORMATION**

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**8.1.2 Department Contact with Suppliers**

Departments that contact suppliers for information to price purchase requisitions or gather operational or budgetary information shall inform the suppliers that the information requested is for planning purposes only and will not necessarily result in a purchase.

Whenever possible, equipment demonstrations shall be arranged by Purchasing Services. Departments shall contact Purchasing Services if they are interested in having Purchasing Services make arrangements for an equipment demonstration. Whenever possible, such demonstrations will be consolidated to include all interested departments.

**8.1.3 Consolidation of Departmental Requests**

Departments shall plan their annual requirements and make every effort to consolidate similar items into a single purchase requisition. In addition, Purchasing Services will periodically issue a schedule of planned procurement solicitations for specific common products or materials; e.g., desks, chairs, filing cabinets and calculators. Department requirements should be consolidated and submitted in accordance with these schedules.

Items shall be ordered in quantities sufficient for a reasonable period and consistent with future needs and available storage space. Department practices that result in the submission of several purchase requisitions for the procurement of the same item, or for like items, for delivery to the same location often require the issuance of otherwise unnecessary purchase orders, incur additional shipping and packaging expense, cause an unfavorable impression of County business practices, and eliminate or reduce the volume purchase advantage of centralized purchasing.

**8.1.4 Authority to Sign Requisitions**

Department heads are authorized to sign all requisitions and may delegate such authority to key personnel on the Certificate of Appointment of Deputy and Oath of Office.

**8.1.5 Specifications**

Departments must make sure specifications are nonrestrictive, clearly describe the item needed in terms of performance, and reference existing industrial or governmental specifications. Drawings or samples should clearly describe the required item. If a brand name or model is specified on the requisition, Purchasing Services will assume that "equal" items are acceptable. What is "equal" will be determined jointly by Purchasing Services and the requesting department.

**DEPARTMENTAL INFORMATION**

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If a department believes that only a specific make and model will meet its needs, the department shall attach an objectively written explanation that calls out the unique features of the sole source item and which states why these features are required. If other brands and models have been tested or used previously, the department shall specify the brands and models used, and why they are unacceptable. Similarly, prior unsatisfactory performance may be used for future source evaluations.

The Purchasing Agent or designee may return the requisition for additional justification if a specific brand which appears to be unreasonably restrictive, luxurious, or otherwise inappropriate for the specified product.

**8.1.6 Record Retention**

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

**8.1.7 Requisitions Requiring Special Approval**

Requests for the following items must be approved by the department or division listed below before forwarding requisitions to Purchasing Services:

| <u>Items/Services</u>   | <u>Approving Department</u>               |
|---|---|
| Construction/Improvements and Major Maintenance for County Owned Facilities | Facilities Services (Buildings & Grounds) |
| Copy Machines   | Graphic Services (Print Shop)             |
| Data Processing Equipment, Software, Data Communications Equipment          | Information Services                      |

**8.2 Definition of Procurement Methods**

Following are definitions of various methods of obtaining goods and services.

- (a) Purchase Order. The requesting department submits an original requisition, with special approvals if required by Section 8.1.7, to Purchasing Services. A purchase order is then developed from the requisition. Section 15.2 provides directions for completing the Purchase Order.
- (b) Blanket Purchase Agreement. An original purchase requisition is submitted by the requesting department to Purchasing Services for goods or services required on an as-needed basis. A blanket purchase agreement is then developed for the requirements that were specified by the Department.

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**DEPARTMENTAL INFORMATION**

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(c) Delegated Purchasing (Field Purchase Orders)

Each department head is authorized to use a Field Purchase Order to make individual purchases for materials and services up to **\$2,500** if, in the opinion of the department head, such direct purchases are in the best interest of the County. Section 15.3 provides directions for completing the Field Purchase Order.

The delegation of authority to make small purchases is intended to facilitate the economical and orderly procurement of personal property by County departments. The privileges extended to operating departments under this procedure are not intended as a substitute for centralized purchasing, nor are they to be used to engage in widespread purchasing without adequate analysis and competition.

Departments shall not circumvent normal procurement methods by splitting purchases into series of field purchase orders valued less than \$2,500. However, departments are encouraged to combine independent purchases from the same supplier into a combined field purchase order. Combined FPOs may exceed the \$2,500 limit if each invoice is less than \$2,500 and there is no evidence that the individual purchases were split to avoid the \$2,500 limit per purchase. All field purchase orders exceeding \$2,500 shall be forwarded to Purchasing Services for review. Following this review, Purchasing Services shall forward compliant FPOs to the Auditor-Controller for payment.

There are certain products and services for which the County has long-term agreements with discounted pricing. The departments should ensure that they take full advantage of the long-term agreements when purchasing applicable commodities. The products or services on long-term agreements may change from year to year at the direction of Purchasing Services, but generally they include office furniture, telephone answering machines, recording equipment, office supplies/stationery items, business cards, rubber stamps, software, large tools, service contracts and maintenance contracts.

(d) Emergency Purchase Order

Departments may make a direct purchase by using a purchase requisition when unforeseen circumstances require an immediate purchase in order to avoid a substantial hazard to life or property or serious interruption of the operation of a County department, or the necessary repair of County equipment or heavy equipment required for the operation of a County department. Departments are encouraged to consult with Purchasing Services prior to making an emergency purchase. Further, Purchasing Services shall be advised of emergency purchases as soon as reasonable after the commitment. For emergency purchases over the department head's monetary limit, the department head shall

**DEPARTMENTAL INFORMATION**

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advise the Board of Supervisors at the next regularly scheduled Board meeting [reference Section 2.2(c)].

In some instances an emergency purchase may be for services that require the use of an agreement or contract rather than a purchase order. In this event, the department may use a letter contract rather than a purchase requisition to effect the emergency procurement. Letter contracts issued in the event of an emergency shall include a not-to-exceed dollar value and shall include an expiration date when the letter contract must be replaced with a fully executed agreement. The expiration date shall not be beyond 45 days from the beginning of contractual coverage. Department heads who fail to produce a fully executed agreement within the 45 day effective term of the letter contract shall be required to appear at a Board of Supervisors meeting to request an extension to the expiration date of the letter contract.

As with emergency purchases made by purchase requisition, the department head shall advise the Board of Supervisors at the next regularly scheduled Board meeting of any letter contracts that exceed the Chief Administrative Officer's authority for fully executed agreements. The department head shall prepare the letter contract for signature by the Chief Administrative Officer. An example of a letter contract is shown as Figure 8-1.

(e) Confirming Purchase Order

Departments may require an expedited purchase that cannot be accomplished within the normal Purchasing Services' turnaround time. For this occasional purchase, the department may contact a buyer and request authorization to make a direct purchase. Such authorization may be granted if the request is urgent and time does not permit the submittal of a requisition to Purchasing

# CHIEF ADMINISTRATIVE OFFICE



COUNTY OF BUTTE  
25 COUNTY CENTER DRIVE  
OROVILLE, CALIFORNIA 95965-3380  
Telephone: (530) 538-7631  
Facsimile: (530) 538-7120

MEMBERS OF THE BOARD

R. J. Beeler

Jane Dolan

Mary Anne Houx

Curt Josiassen

Kim K. Yamaguchi

PAUL McINTOSH

Chief Administrative Officer

January 1, 2004

Name of Contractor Contact Person

Contractor Name

Street Address

City, State & ZIP+4

Re: Letter Contract for \_\_\_\_\_

Dear \_\_. \_\_\_\_\_:

It is the policy of the County of Butte to award contracts for the duration or cost of the referenced project only after the contract has been approved by the Board of Supervisors and executed by the Chair of the Board of Supervisors. However, in emergency situations, when it is necessary to award a contract before it is possible to obtain Board of Supervisors approval, a letter contract with a definite expiration date and not-to-exceed price may be prepared by a County department head for approval by the Chief Administrative Officer.

This letter contracts authorizes your company to proceed with the work described in the Enclosure 1, Scope of Work, which is attached to and incorporated in this letter contract.

This letter contract is valid for work performed through March 4, 2004. Unless an extension is granted in writing by the Board of Supervisors, this letter contract shall expire no-later-than March 4, 2004. In the event that the Board of Supervisors approves completion of this contractual effort, a Butte County agreement, essentially in the format of Enclosure 2, will be used to definitize this letter contract. The Attachment I, Standard Insurance Requirements, and Attachment III, Terms and Conditions, contained in the enclosed Butte County agreement are incorporated in this letter contract.

The not-to-exceed price for the work to be performed to complete the entire contract, including the work performed per this letter contract and the work performed under the definitized contract, is \$XXX,XXX. This not-to-exceed contract price may be changed, by mutual consent of both parties, when the agreement to definitize this agreement is consummated.

Should the Board of Supervisors fail to definitize this letter contract, the contractor shall be paid for actual work performed during the letter contract period. The price to be paid by the County should this letter contract expire on March 4, 2004 shall not exceed \$XX,XXX.

Sincerely,

Reviewed for Fiscal Control

Paul McIntosh  
Chief Administrative Officer

By \_\_\_\_\_

Enclosures

FIGURE 8-1

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**DEPARTMENTAL INFORMATION**

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Services. If the request is approved, the department may proceed with the purchase. The buyer's name and date of authorization shall be noted on the purchase requisition, invoices shall be attached to the requisition and the attached documents shall be forwarded within one week of the purchase to Purchasing Services for final approval.

(f) Petty Cash

Petty cash is available to reimburse employees for personal funds expended, or pay suppliers directly, for supplies or services valued at less than \$100.

Employees are normally reimbursed by check from the Petty Cash account at Purchasing Services upon presentation of a properly approved petty cash form and associated cash sales receipts. The check can alternatively be made payable to a supplier if the product or service was purchased on account or if advance payment is required. Advance payment may be required when ordering books. Department heads or deputies authorized to approve petty cash purchases may approve petty cash forms. Sales slips are required to have the supplier's printed name and

address and the date of the sale. The employee shall sign the sales slip to signify receipt of the product or service.

An example of the Petty Cash Authorization and Payment form and completion instructions is provided in Exhibit 15.4.

### **8.3 Unauthorized Purchases**

A department making an unauthorized purchase may be required to appear before the Board of Supervisors to obtain approval of such expenditure. An unauthorized purchase may include any of the following:

- (a) Any purchase that does not meet the type of method listed in Section 8.2.
- (b) An obvious circumvention of delegated purchasing authority or the purchase of items specifically identified as exempt from delegated purchasing (e.g., fixed assets).
- (c) Any purchase for personal use.

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**DEPARTMENTAL INFORMATION**

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**8.4 Administration of Orders****8.4.1 Receiving**

Issuance of a contract by Purchasing Services is only one part of the buying process. The department for whom the merchandise is purchased also has important functions to perform in this process.

Unless special receiving assistance is required as outlined in Section 8.4.6, Department heads shall provide for the receiving, inspection and acceptance or rejection of deliveries of merchandise and services. The departments should assign the responsibility for receiving and inspecting shipments to specific individuals, preferably someone other than the person who approved the requisition. Departments are responsible for ensuring that commodities delivered and services performed conform to the contract specifications. All discrepancies shall be immediately reported to Purchasing Services. Upon receipt of such reports, Purchasing Services staff shall contact the supplier, take appropriate action, and maintain a record of the default.

Departments shall complete the receiving/pay copy of the purchase order to reflect the date of delivery, quantity delivered or services performed, and any discrepancies. Any discrepant items that are returned to the supplier shall be noted on the receiving/pay copy of the purchase order. If the invoice was sent with the order, it should be forwarded to the Auditor's office. If an item on a purchase order will not be received, advise Purchasing Services to cancel the order and note the cancellation on the receiving/pay copy of the purchase order. Note any damage on the receiving/pay copy of the purchase order, keep the damaged product and packaging materials, and notify the carrier by telephone or facsimile. Notification of damage via telephone should be confirmed in writing.

After completion of the receiving/pay copy of the purchase order, forward it to the Auditor's office for payment.

In the absence of prior approval from Purchasing Services, payments shall not be processed for goods or services received for which there are discrepancies. Quality and performance testing of commodities and equipment is the responsibility of the receiving department, except as otherwise directed by this manual or unless prior arrangements are made with Purchasing Services.

Department heads shall ensure that the Auditor's Office is promptly forwarded a payment authorization for accepted goods or services to take advantage of any discounts to which the County is entitled.

**8.4.2 Quality Control Assistance**

Quality control assistance is available from Purchasing Services for departments. Purchasing Services shall be contacted in the event:

**DEPARTMENTAL INFORMATION**

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- (a) A department has questions as to whether an item delivered against a contract meets specifications. (If necessary, Purchasing Services will arrange to inspect the item in question.)
- (b) Equipment or supplies received and placed in service do not appear to be performing as expected or as represented by the seller.
- (c) Departments are receiving poor service or experiencing other problems after items are received.

Copies of all correspondence concerning purchase orders and other contracts shall be forwarded to Purchasing Services.

#### 8.4.3 Materials Expediting

If initial contacts with a supplier who is late meeting specified delivery dates are unsuccessful, a department should contact the buyer responsible for the purchase order or contract. The buyer will contact the supplier on the department's behalf and will continue to monitor the supplier's progress until the order is complete. The buyer will keep the using department advised of efforts to enforce the terms and conditions of the respective purchase order and the current status of these transactions.

#### 8.4.4 Manufacturer's Warranties

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

#### 8.4.5 Energy Conservation Considerations

Prior to the purchase of all new equipment, except in the case of an emergency and whenever practical, the Purchasing Agent or any other County officer or employee authorized to purchase such equipment shall evaluate and consider the energy consumption level and the anticipated operating costs over the useful life of the new equipment in addition to the initial cost of such equipment.

#### 8.4.6 Special Receiving Assistance

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

- |                        |  |                               |
|------------------------|--|-------------------------------|
| (a) Vehicles           |  | Public Works Fleet Operations |
| (b) Telecommunications |  | Information Systems           |
| Equipment              |  |                               |

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**DEPARTMENTAL INFORMATION**

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- (c) Data Processing Equipment Information Systems and Software, Data Communications Equipment including Word Processing

**8.5 Vehicles****8.5.1 Vehicle Registration and Licensing**

Purchasing Services is responsible for the administrative aspects of all registration and licensing of County-owned vehicles. Registration and licensing of leased vehicles are also the responsibility of Purchasing Services.

**8.5.2 Credit Cards**

Fuel purchases are to be made from the County provided service stations unless County departments are operating a vehicle in an area not served by a station.

Departments needing credit cards from participating oil companies should contact Purchasing Services.

Employees using credit cards shall ensure that where practical, oil company sales tickets are completed in ink, and that in every instance the amount of the sale is totaled at the bottom of the sales ticket and the vehicle license number is clearly noted.

**8.5.3 Evidence of Financial Responsibility**

All County owned and leased vehicles are self-insured. To meet the State's financial responsibility regulations, all County owned and leased vehicles shall have a card with the following statement stored in the glove compartment. This card is to be shown to law enforcement officials in the event of an accident:

**EVIDENCE OF FINANCIAL RESPONSIBILITY**

This vehicle is owned or leased by the County of Butte and operated by County employees or Agents of the County. The County of Butte is self-insured for automobile liability and property damage as authorized under the laws of the State of California. Claims against the County, in accordance with Government Code Section 910, et seq., should be directed to Butte County Board of Supervisors, 25 County Center Drive, Oroville, CA 95965.

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**DEPARTMENTAL INFORMATION**

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**8.6 Copy Machines****8.6.1 Centralized Copier Program**

A centralized program has been established, under the direction of General Services to facilitate acquisition and use of copier equipment based upon need and efficiency rather than upon ownership by fund budget unit. Copiers are acquired through a multi-year lease agreement with a specific supplier. The cost of the copy machine, ongoing maintenance, and supplies are covered in the cost. The costs for copiers are distributed to departments through the County's cost allocation plan.

**8.6.2 Placement of Copiers**

Requests for copy machines should be made directly to the Graphic Services (Print Shop). Copiers shall be placed in County facilities in configurations that most effectively meet the needs of County departments. Decisions regarding placement of copiers, copier models, types of features needed, etc., shall be based upon the need analysis performed by Graphic Services.

**8.7 Standard Agreements**

Several standard agreements are provided in Section 16 for departments that write any of their own agreements, such as Professional Services Contracts. Standard agreements must be reviewed by the Office of County Counsel for legal sufficiency and by the Office of Auditor-Controller for budgetary appropriations prior to final approval. However, the County Counsel has waived review of contracts if no unauthorized changes have been made to the standard terms and conditions or insurance provisions, no contractor terms and conditions have been incorporated in the agreement, and the total price does not exceed \$5,000. Agreements valued below \$25,000 require final approval by the Purchasing Agent or designee. Agreements valued at \$25,000 or more require final approval by the Board Chair.

**8.8 Partial Payments**

Payment on partial deliveries may be made whenever the amount due warrants or when requested by the supplier and approved by Purchasing Services.

8.8.1 When a partial shipment is received, the date and quantity received is to be entered on the receiving/pay copy of the purchase order next to the quantity actually ordered.

8.8.2 Send original and all copies of the invoice(s) to the Auditor's office.

8.8.3 The Auditor's office will prepare the Partial Shipment Payment Form (Section 15.6) and return it to the department (with invoices attached) for an authorizing signature.

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**DEPARTMENTAL INFORMATION**

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8.8.4 After signing, the ordering department will return the original invoice and original Partial Payment Form to the Auditor's office for payment. A copy of the Partial Shipment Payment Form and invoices(s) is to be sent by the Auditor's office to Purchasing Services.

**8.9 Rubber Stamps**

Departments order rubber stamps, signature stamps and date stamps directly from the supplier. Orders can be faxed directly to the supplier and the orders will be shipped directly to the department. The invoice should be paid through use of a Field Purchase Order. A sample facsimile order form is available in Section 15.7.

**8.10 Postage and Freight**

The following types of services or items ordered on a purchase requisition require supplemental information or special handling as indicated below. These charges, as well as employee postage reimbursement, will be paid from the Postage Revolving Fund. At the end of each month the total of all checks written on the Postage Revolving Fund will be totaled and sent to the Auditor's office to be charged to the using departments on the monthly Postage Journal.

8.10.1 When Purchasing Services receives a purchase requisition for postage, a check will be written to the U. S. Postmaster for the exact amount of postage required. The check will be sent to the requisitioning department to purchase the postage at their convenience.

8.10.2 Pre-stamped envelopes with a printed Butte County return address will be ordered similarly to postage as described above. However, when the check is returned to the department, the department will place the order with the U. S. Stamped Envelope Agency.

8.10.3 Freight charges and employee postage reimbursement will be paid from the Postage Revolving Fund.

If a package is to be sent via United Parcel Service (UPS) rather than through the U. S. Postal Service, a purchase requisition is required with the following information:

- Weight of each package (UPS maximum is 70 pounds)
- Size of each package
- Contents of each package
- Value of contents and an indication of whether the contents can be replaced
- Complete street address, including ZIP code, where package is to be delivered (UPS will not deliver to P.O. boxes or route numbers)
- Insured value (if applicable)

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**DEPARTMENTAL INFORMATION**

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Send the package along with the complete purchase requisition to Purchasing Services. Purchasing will prepare a check and call UPS to pickup the package. UPS charges will be charged back to the using departments through the monthly postage journal.

**8.11 Prepayment**

Magazine subscriptions, newspaper subscriptions, books and other items that are supplied by only one supplier (that requires advance payment) are prepaid. The ordering department completes a Field Purchase Order (FPO) containing the required information. Attach the invoice or other back-up information, such as an order blank or communication from the supplier stated that prepayment is required to the FPO. If the item can be ordered from more than one supplier, the Auditor's office will not prepay. In this event, the supplier will be required to invoice the County to receive payment.

**8.12 Failure to Comply with the Contracts/Purchasing Policy and Procedure Manual**

Failure of a County employee to comply with this Manual with willful intent could result in disciplinary action, including termination, pursuant to the applicable Sections of the County Code. In addition to disciplinary action criminal prosecution could also be warranted.

**8.13 Insurance Certificates**

Departments entering into agreement with companies or individuals are responsible for obtaining the insurance certificate that is required by the "Standard Insurance Requirements" that is normally incorporated in agreements.

**8.14 Executed Agreement Required Prior to Start of Work**

County policy requires full execution of agreements prior to authorizing the contractor to proceed with the work except in those emergency situations described in Section 8.2 (d). Departments are responsible for monitoring contracts for ongoing services to ensure that there is sufficient time to obtain competitive offers for continuation of those services, and full execution of follow-on agreement prior to expiration of the previous agreement.

Should a department commit to an agreement with a contractor to perform work prior to obtaining a fully executed agreement or letter contract, the department head shall be required to request ratification of the agreement by the Board of Supervisors during a meeting of the Board.

**ETHICAL STANDARDS FOR CONTRACTING/PURCHASING ACTIVITIES**

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**9.0 ETHICAL STANDARDS FOR CONTRACTING/PURCHASING ACTIVITIES****9.1 Policy Statement**

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

- (a) County employees shall discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors and to foster public confidence in the integrity of the County procurement system.
- (b) County employees shall not solicit, demand, accept or agree to accept a gratuity, an offer of employment or any other benefit in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement, specification, standard, solicitation or contract.
- (c) County employees shall not participate directly or indirectly in a procurement when the employee knows that:
  - (1) The employee or any member of the employee's immediate family has a personal financial interest pertaining to the procurement;
  - (2) A business or organization in which the employee, or any member of the employee's immediate family, has a personal financial interest pertaining to the procurement; or
  - (3) Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- (d) County employees who fail to comply with this policy are subject to disciplinary action and criminal prosecution as detailed in Section 8.12.

**9.2 Discovery of an Actual or Potential Conflict of Interest**

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

**9.3 Supplier Ethics**

- (a) It shall be a breach of ethical standards for any person to offer, give, or agree to give any County employee or former employee a gratuity, an offer of employment

**ETHICAL STANDARDS FOR CONTRACTING/PURCHASING ACTIVITIES**

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or any other benefit in connection with any decision, approval, disapproval, recommendation, specification, standard, solicitation or contract.

- (b) It shall be a breach of ethical standards for any person or firm to present false documents or falsely represent its firm.
- (c) Suppliers shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County. This obligation shall apply to supplier's employees, agents, relatives, subcontractors, and third parties associated with accomplishing work for the County.
- (d) A breach of Section 9.3 (a) or (b) may result in debarment for consideration of awards and/or referral to law enforcement officials.
- (e) Personal purchases shall not be made for County employees through the County's procurement system.

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**PROTESTS AND APPEALS**

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**10.0 PROTESTS AND APPEALS**

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the General Services Director. The protest shall be submitted in writing to the General Services Director within seven (7) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

**10.1 General Services Director**

The General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken;
- (b) Inform the Protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision by the General Services Director.

The General Services Director shall discuss with County Counsel all protests and appeals prior to issuing a written decision.

**10.2 Board of Supervisors**

If so requested as set forth in Section 10.1(b) above and the award is subject to approval by the Board of Supervisors, the Clerk of the Board of Supervisors shall schedule the appeal for hearing by the Board of Supervisors at a regularly scheduled meeting within twenty (20) working days from the date of receipt of the appeal. If the award is not subject to approval by the Board of Supervisors, the Purchasing Agent shall make the final decision on the merits of the protest.

- (a) Once the Clerk of the Board has scheduled the appeal hearing, written notification thereof shall be given to the appellant by personal service not less than ten (10) working days from the date of the hearing.
- (b) At the hearing, the appellant shall have the right to testify, to be represented by counsel, to present witnesses on his/her own behalf, to cross-examine all other witnesses and to present oral and written documents and evidence on the issues.
- (c) At the conclusion of the hearing, the Board of Supervisors shall make findings of fact and a decision concerning the issues raised by the appellant.
- (d) Review of the proceeding before the Board of Supervisors may be sought in accordance with Code of Civil Procedure.

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**PROTESTS AND APPEALS**

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**10.3 Stay of Purchasing Action During Protest**

In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the contract until the appeal is resolved unless the General Services Director, in consultation with the head of the using department and County Counsel, makes a written determination that the award of the contract without delay is necessary to protect a substantial interest of the County.

**10.4 Remedies Prior to an Award**

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

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

**10.5 Remedies after an Award**

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

- (a) If the person awarded the contract has not acted fraudulently or in bad faith:
  - (1) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the County; or
  - (2) The contract may be terminated.
- (b) If the person awarded the contract has acted fraudulently or in bad faith:
  - (1) The contract may be declared null and void; or
  - (2) The contract may be ratified and affirmed if such action is in the best interests of the County, without prejudice to the County's right to such damages as may be appropriate.

Prior to making such a decision, it is recommended that County Counsel's Office be consulted.

**DEBARMENT OF SUPPLIERS**

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**11.00 DEBARMENT OF SUPPLIERS**

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

**11.1 Causes for Debarment**

The causes for debarment include the following:

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

DEPARTMENT OF SUPPLIERS

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11.2 Other Actions

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

**DISPOSAL OF SURPLUS PERSONAL PROPERTY AND  
PURCHASE OF RECYCLED PRODUCTS**

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**12.0 DISPOSAL OF SURPLUS PERSONAL PROPERTY AND PURCHASE OF RECYCLED PRODUCTS**

The General Services Department is responsible for preparing and distributing procedures to help ensure the maximum utilization of surplus personal property. It is incumbent upon each department head to promptly notify General Services when any personal property in his/her possession is no longer needed. General Services will determine whether another department requires the item or whether the item should be stored, transferred, or disposed. Departments wishing to declare property as surplus shall complete the Declaration of Surplus Property for Disposal form. This form is available on the County backbone and is included in this manual as Figure 15-11.

An alternative to turning surplus property over to General Services for disposal is for departments to transfer the surplus property to another County department. In this case, General Services need not be involved unless a vehicle is being transferred. General Services should be advised when vehicles are transferred between departments so that the County vehicle database will be updated. The department transferring the surplus property is responsible to ensure that fixed assets are transferred to the new department. The transferring department is also responsible to ensure that restrictions on the transfer of property imposed by grantors are complied with and that the proceeds are deposited in the correct account.

Occasionally, after property has been transferred to Central Stores as surplus, another department determines that the surplus property would be useful in their department. In this case, the surplus property can be transferred to the other department for County use. To document the transfer of the property, Central Stores or Purchasing Services will describe the equipment to be transferred on the Transfer of Property from Surplus to Department form and department personnel shall sign for the property in the space provided. This form is available on the County backbone and is included in this manual as Figure 15-12.

**12.1 Departmental Responsibility**

Although General Services will periodically survey departments for surplus personal property, departments should notify General Services whenever such property is available so that another department may utilize it. Departments shall inspect all equipment including file cabinets, safes and desks prior to release for disposal or sale to ensure that all sensitive information has been removed. To maximize the resale value of mechanical or electrical equipment released for sale, the department shall include a description of the equipment's capability and operating condition on the Declaration of Surplus Property for Disposal form.

**DISPOSAL OF SURPLUS PERSONAL PROPERTY AND  
PURCHASE OF RECYCLED PRODUCTS**

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**12.2 Computer Equipment**

Departments are responsible for ensuring that computers or other devices containing memories have all sensitive information permanently removed prior to release of such equipment for disposal or sale. Permanent removal of the sensitive information stored in memory may require physical removal of the hard drive. For computers released for sale, the operating condition statement shall include the chip speed, memory capacity and any other relevant information that will impact the resale value.

**12.3 Vehicles**

Departments wishing to declare vehicles surplus shall proceed according to the following steps:

12.3.1 Memorandum to the Auditor: The first step to declare a vehicle as surplus is for the department to send a memorandum to the Auditor requesting the vehicle(s) to be dispositioned as surplus. The memorandum shall include:

- a separate listing for each vehicle
- brand name, body style and model year
- capital asset number
- vehicle identification number (VIN)
- license number
- comprehensive reason for declaring the vehicle to be surplus
- operational condition of the vehicle
- vehicle mileage

The memorandum shall also state the status of the vehicle as described below:

12.3.1.1 Operational Vehicle: Operatonal vehicles are those vehicles in operational cndition that can potentially be sold at auction.

12.3.1.2 Cannibalized Vehicle: Cannibalized vehicles are those vehicles that will be held by the department so that parts can be removed to repair operational vehicles. Prior to the decision to declare a vehicle as cannibalized, the department should consider all the added costs associated with the cannibalization of vehicles:

- The value of the labor involved in removing the needed parts from the cannibalized vehicle.
- The possible loss of revenue that would have been realized had the vehicle been auctioned.

**DISPOSAL OF SURPLUS PERSONAL PROPERTY AND  
PURCHASE OF RECYCLED PRODUCTS**

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- The shorter life expectancy of the used parts and the associated additional labor required to prematurely replace the used parts.
- The possibility that upon completion of the cannibalization process, the County may be required to pay to have the remaining parts of the unserviceable vehicle removed from County property.
- Departments will be charged for all costs associated with the disposal of cannibalized vehicles.

12.3.1.3 Unserviceable Vehicle: An unserviceable vehicle is a vehicle that is normally not operational, and there is no economical justification for maintaining it for cannibalization. Disposal of such vehicles normally results in minimal, or sometimes negative, revenue for the County.

A copy of the above memo shall be sent to Purchasing Services.

12.3.2 Equipment Transfer: The Auditor-Controller prepares an Equipment Transfer (ET) for for the vehicle(s) to be surplus and sends the ET to Central Stores. Central Stores physically moves the vehicle(s) to the Central Stores Yard, signs off on the ET and forwards a copy to Purchasing Services.

12.3.3 Declaration by the Board of Supervisors: Based on the information contained in the memorandum and in the ET, Purchasing Services shall prepare an agenda item to have the vehicle(s) declared surplus by the Board of Supervisors.

12.3.4 Delivery of Vehicles to Central Stores: The department should request Central Stores to delivery vehicles designated as operational or unserviceable to Central Stores. The department should also notify Central Stores and Purchasing Services in advance of the delivery of surplus vehicles to Central Stores. Departments are responsible for removing dash-mounted radios, fire extinguishers and other special equipment prior to delivery of vehicles to Central Stores. Vehicles that have been declared surplus by the Board of Supervisors should be maintained by the department if they have been selected for cannibalization.

12.3.5 Disposition of Vehicles by Purchasing Services: Purchasing Services will dispose of surplus vehicles as described below:

12.3.5.1 Operational Vehicles: Purchasing Services will arrange for sale of operational vehicles by an auctioneer. Employees involved in the declaration of vehicles as surplus or who are involved in the sale

**DISPOSAL OF SURPLUS PERSONAL PROPERTY AND  
PURCHASE OF RECYCLED PRODUCTS**

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of surplus vehicles shall not purchase the vehicles either directly or indirectly.

- 12.3.5.2 Unserviceable Vehicles: Purchasing Services will select the company to dispose of unserviceable vehicles.

**12.4 Fixed Assets (Other than Vehicles)**

If surplus fixed assets are included on the Auditor's Fixed Asset Inventory, the department is responsible for preparation of an agenda item to have the fixed assets declared surplus by the Board of Supervisors. Following the Board's declaration that the fixed assets are surplus, the department shall remove all fixed asset tags and deliver the surplus equipment, along with a completed Declaration of Surplus Property form and the ET, to Central Stores.

**12.5 Storage of Surplus Property**

All surplus property is normally stored at Central Stores. If the surplus property is too bulky or voluminous to store at Central Stores, the department should make alternative storage arrangements and notify General Services as to the location of the surplus property.

**12.6 Transportation of Surplus Property**

Departments are normally responsible for transporting surplus property to Central Stores. If the department is not capable of transporting the surplus property, Central Stores will provide assistance if personnel and equipment resources are available.

**12.7 Location of Surplus Property Sales**

Surplus sales are normally conducted at Central Stores, a private sector auctioneer's facility, or at office space that is being vacated or renovated. If there are special circumstances that make it impractical to conduct the sale at such a facility, contact General Services to discuss alternative locations for conducting the sale.

**12.8 Special Circumstances**

If there are any other special circumstances surrounding the sale of the surplus property, departments should advise General Services when submitting the Declaration of Surplus Property form.

**12.9 Listings of Surplus Personal Property**

General Services shall provide secure storage for, and maintain an inventory of surplus personal property. The inventory should be made available to departments and

**DISPOSAL OF SURPLUS PERSONAL PROPERTY AND  
PURCHASE OF RECYCLED PRODUCTS**

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compared to requisitions to ensure that unnecessary purchases are avoided. Departments may view the listing of surplus property in All Public Folders at General Services\Purchasing Services in the Surplus Property folder.

**12.10 Disposal of Surplus Personal Property**

Purchasing Services shall sell, lease, transfer, dispose of, or exchange surplus property as provided by the Butte County Code, Government Code, and Board direction.

**12.11 Prohibition Against Purchase by Employees**

Any officer, agent or employee of the County:

- (a) Assigned to the purchasing function, or
- (b) Responsible for surplus declarations, or
- (c) Having privileged information regarding the item or equipment or the value thereof that is not available to all prospective bidders, or
- (d) Assigned to the organization having custody of the surplus property **shall not** directly or indirectly submit a bid or purchase surplus County personal property. This policy shall be liberally construed to prohibit any appearance of impropriety and County Counsel should be consulted for an opinion whenever there is a question of probable conflict.

**12.12 Trade-In Allowance on Purchase of Personal Property**

When purchasing personal property for which it is not necessary to advertise for bids, the Purchasing Agent is authorized to solicit and accept advantageous trade-in allowances for County personal property which has a scrap value of less than \$10,000 and which has previously been determined by the Purchasing Agent to be of no further public use. (Government Code Section 25503)

When purchasing personal property for which the purchase price is \$10,000 or more, the Purchasing Agent may include in the Invitation for Bids, a request for trade-in of equipment that is no longer useful to the County. No later than at the time of the Board's award of the bid solicitation, the Purchasing Agent shall also request that the Board declare the County personal property be traded-in as "surplus" and approve such trade-in as a part of the bid award if the Purchasing Agent determines to do so would be in the best interest of the County.

**DISPOSAL OF SURPLUS PERSONAL PROPERTY AND  
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**12.13 Surplus Property - Disposition of Proceeds**

The proceeds of surplus property dispositions shall be deposited into the County treasury for use of the County. Departments that are required to refund the proceeds from the sale of surplus property, or to otherwise separately account for such proceeds, shall advise Purchasing Services of the need to separately account for the proceeds from the sale by attaching an explanation of the restrictions on a separate sheet attached to the Declaration of Surplus Property for Disposal form. Departments shall also clearly mark such property to prevent commingling of funds that are deposited into the General Fund. Where the property is exchanged or traded-in, the Purchasing Agent shall secure its value on behalf of the County. Where specifically authorized by law, the Purchasing Agent may sell, lease or dispose of the personal property of any special district and pay the proceeds into the treasury of the district, or, if an exchange or trade-in is made, return the proceeds to the special district by depositing the funds with the County Auditor for disbursement to the special district (Government Code Section 25505).

**12.14 Advertising Sale of Personal Property**

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

**12.15 Purchase of Recycled Products**

The purpose of this policy is to support the purchase of products that will minimize any negative environmental impacts of our work. Butte County recognizes that the purchasing decisions of our employees can make a difference in favor of environmental quality. We promote the purchase of environmentally preferable products whenever they perform satisfactorily and are available at a reasonable price. If the end products of the collected and recycled materials are not purchased, then recycling and waste reduction efforts are less effective. The various departments and Purchasing Services shall follow the practices outlined below to implement this policy.

**12.15.1 Definitions**

1. **Recycled Products** are products manufactured with waste material that has been recovered or diverted from solid waste. Recycled material may be derived from post-consumer waste (material that has served its intended end-use and been discarded by a final consumer), industrial scrap, manufacturing waste, or other waste that would otherwise have been wasted.
2. **Practicable** means sufficient in performance and available at a reasonable cost.

**DISPOSAL OF SURPLUS PERSONAL PROPERTY AND  
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**12.15.2 Purchase Requisitions and Product Specifications**

Purchase requisitions and product specifications prepared by the departments shall conform to the following guidelines:

1. Product specifications and requisitions shall not indiscriminately require the use of product made from virgin materials, nor indiscriminately exclude the use of recycled-content products.
2. Performance standards shall be reasonable and related to function, and shall not be designed to indiscriminately exclude the purchase of recycled-content product.
3. To the extent such information is known, departments shall identify to Purchasing Services (on the Purchase Requisition) products available with recycled content and the names of suppliers that sell such products.

**12.15.3 Selected Environmental Products**

Butte County departments shall evaluate the following environmentally preferable products and purchase them whenever the evaluation is favorable:

1. Recycled paper and paper products;
2. Re-refined lubricating and hydraulic oils;
3. Recycled plastic Outdoor-wood substitutes;
4. Re-crushed cement concrete aggregate and asphalt;
5. Cement and asphalt concrete containing glass cullet, recycled fiber, plastic, tire rubber or fly ash;
6. Remanufactured tires and products made from recycled tire rubber;
7. Compost;
8. Re-manufactured paint;
9. Cleaning products with lowered toxicity;
10. Energy saving products;
11. Waste-reduced products;
12. Water-saving products; and
13. Other products designated by the Public Works Department.

**12.15.4 Invitations for Bids and Product Specifications**

Invitations for Bids (IFB) documents that are prepared by Purchasing Services shall comply with the following standards when preparing IFB documents or assisting departments in the preparation of specifications.

1. Encourage the specification of recycled-content products, when practicable, when preparing product specifications.
2. Ensure that acceptability of recycled-content products indicated in the purchase requisition or product specification is reflected in the IFB.

**DISPOSAL OF SURPLUS PERSONAL PROPERTY AND  
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3. Ensure that the IFB is sent to all department-identified suppliers capable of providing recycled-content products.
4. Include in all IFBs for products a statement indicating that Butte County encourages prospective bidders to provide bids for recycled-content products.
5. Include in all IFBs a requirement for bidders to describe the use of recycled materials in the manufacture of products included in their bids.
6. When consistent with the specifications, required functionality and pricing considerations, Purchasing Services may specify minimum recycled-content material or request alternative bids on products containing recycled materials.
7. Purchasing Services shall assemble information about recycled products from suppliers and the Recycled Products Committee to assist departments in the preparation of purchase requisitions or product specifications.

**12.15.5 Exemption**

Nothing in this policy shall be construed as requiring the purchase of products that do not perform adequately or are not available at a reasonable price.

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**TYPES OF SOLICITATIONS**

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**13.0 CONTRACT POLICIES**

Sample contracts are maintained on-line by Purchasing Services for use in the preparation of contracts for new requirements.

In order to determine what type of contract is to be issued, there is first the need to focus on the desired end product.

**Commodities/Equipment Contracts**

Commodities/equipment contracts include all contracts for supplies, materials, and equipment. Equipment defined as capital asset cost of \$5,000 or more and with useful life expectancy is one year or more.

**Services Contracts**

Services contracts provide infrequent technical service to County equipment and property; e.g. pest control or security alarm service.

**Consultant and Professional Services Contracts**

Consultant services contracts provide advice and professional expertise and are project or report oriented, e.g. geologists for wetland studies or economists for economic analyses. Professional services contracts provide for functional/operational services deemed necessary for ongoing occasional County functions, or functions in which the County is a participant, and are not otherwise provided by County employees.

**Architect-Engineer Service Contracts**

Architect-engineer service contracts provide for professional architectural or engineering services, as well as for land surveying and incidental services such as support of an architectural or engineering project

**Public Works Contracts**

Public works contracts provide contracts for erection, construction, alteration, repair or improvement of any public structure, building, road, or other public improvement of any kind. "Independent contractors" is a term that refers to individuals who perform specific functions. They can function as a service contractor (maintenance), consultant (advice) or professional services contractor (service). They can function in one or the other or both functions i.e. an architect/engineer and can give both advice and perform services.

**TYPES OF SOLICITATIONS**

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**Standard Requests for Proposals (RFPs) and Standard Agreements**

Use of the standard Request for Proposals (RFP) in Section 16.0 and as provided on the backbone should encourage contractors to accept the County's standard agreement format. The County's format is highly preferred as some contractors write terms and conditions in their standard contracts that highly favor the contractor. Negotiation of the terms and conditions, other than those in the standard County agreements, can become an arduous and time consuming task.

**13.1 Commodities/Equipment Contracts****(a) Definition**

Commodities/equipment contracts include all contracts for supplies, materials, and equipment. Equipment is defined as a fixed asset costing \$5,000 or more, and its useful life expectancy is one year or more.

**(b) Criteria Regarding Length of Contract Term**

No contract valued at over \$5,000 shall extend beyond three years unless specifically approved by the Board of Supervisors. No contract valued at \$5,000 or less shall extend beyond ten years unless specifically approved by the Board of Supervisors. The length of a contract term shall be determined on the basis of the best economic benefit to the County.

**(c) Contract Extensions**

A six-month extension beyond the three-year period may be permitted without Board approval at the discretion of the Purchasing Agent to allow time for compilation of contract data and re-bidding. However, it is the policy of the County for departments to begin development of new contracts at least six months before the current contracts are to expire.

**(d) Contract Increases**

Contracts for commodities or equipment purchased as a result of an IFB may not be increased by more than 10 percent of the original contract price or \$5,000, whichever is less, unless approved by the Board of Supervisors.

**(e) Consolidation**

Contracts shall be consolidated whenever feasible. Contracts shall not be intentionally split to avoid approval by the Board of Supervisors or to bypass bidding requirements.

## TYPES OF SOLICITATIONS

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(f) Emergencies

For the purpose of commodities/equipment contracts, an emergency shall be defined as a sudden, generally unexpected occurrence or set of circumstances demanding immediate action. If immediate action is not taken, essential services could not be continued or there could be an economic loss to the County. Emergency requests shall be justified to the Purchasing Agent or Board of Supervisors.

(g) Sole Source Requests

See Section 14.4 (Sole Source Requests).

(h) Board Approval Required

The Purchasing Agent pursuant to Government Code 25501, et seq., and Codified Ordinances of Butte County may make purchases of commodities/equipment.

(i) Supplier Selection

Supplier selection shall be based on a competitive process. A verbal or written solicitation shall be made as follows:

Contracts less than \$5,000: Minimum of one prospective supplier solicited

Contracts \$5,000 to \$25,000: Minimum of three prospective suppliers solicited  
(See Section 14.3, Request for Quotations)

Contracts \$25,000 and up: Written solicitations to all suppliers on standard supplier list for the applicable commodity or service. (See Sections 14.1 Request for Proposals and 14.2 Invitation for Bids).

Multiple contracts may be issued for the same commodity to different suppliers on an as-needed basis to ensure a steady source of supply or when multiple contracts offer the lowest total cost option to the County.

Award shall be made to the lowest responsible, responsive bidders.

A responsive bid or proposal is one that adequately meets all solicitation requirements. To be responsive, the bid or proposal must not constitute a different offer or make substitutions for requirements stated in the solicitation.

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**TYPES OF SOLICITATIONS**

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(j) Conflict of Interest

No contracts shall knowingly be awarded to any current County employee or his/her immediate family, or to any former County employee or his/her immediate family until two years after separation from County employment without first notifying the Chief Administrative Officer in writing. The term "employee" shall include representatives acting in behalf of the County. (See Section 9.0, Ethical Standards for Purchasing Activities.)

**13.2 Service Contracts**

(a) Definition

Service contracts include all contracts for services and materials except for public works; consultants; architects and engineers; and human services.

(b) Criteria Regarding Length of Contract Term

No contract valued over \$5,000 shall extend beyond three years unless specifically ordered by the Board of Supervisors. No contract valued at \$5,000 or less shall extend beyond ten years unless specifically ordered by the Board of Supervisors. If a contract is sole source, it shall be re-evaluated after three years. If the sole source is still justified, a new contract shall be issued.

The length of a contract term may be determined using the following criteria:

- (1) Contractor's start-up costs
- (2) County's contract start-up costs
- (3) Other economic factors

Equal Dignity Rule: Any changes to a contract must be made with the same formality as the original contract.

(c) Contract Extensions

For service contracts under \$25,000, a six-month extension may be permitted without Board approval at the discretion of the Purchasing Agent to allow time for compilation of contract data and re-bidding. However, it is the policy of the County for departments to begin to develop new contracts at least six months before the current contracts are to expire.

(d) Adjustments to Contract Amount

Service contracts may be decreased or canceled by the Purchasing Agent without direction of the Board of Supervisors upon written request from the user department. When requesting authority from the Board of Supervisors for contracts, contingency clauses may be requested for contract increases. The

**TYPES OF SOLICITATIONS**

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Purchasing Agent shall review the need for all contingency requests. If the request is in excess of ten percent of the contract or \$25,000 whichever is greater, complete justification shall be presented to the Board of Supervisors.

(e) Contract Increases

Service contract amounts may be increased providing the new total is less than \$25,000 if:

- (1) The need for the service could not be accurately projected and the relative percentage of the increase would not make re-bidding more desirable.
- (2) An emergency exists whereby time does not permit re-bidding. Re-bidding shall be done as soon as possible thereafter.
- (3) Other justifiable economic factors necessitate a monetary increase in the contract.

(f) Incremental Contracting

In order to prevent incremental contracting, each contract shall clearly specify the following:

- (1) Services/materials to be provided
- (2) Basis of pricing and payment
- (3) Period of contract
- (4) Monetary limit of contract

Contracts shall be consolidated whenever feasible. Contracts shall not be intentionally split to avoid approval by the Board of Supervisors or to bypass competitive solicitation requirements.

(g) Emergencies

For the purpose of service contracts, an emergency shall be defined as a sudden, generally unexpected occurrence or set of circumstances demanding immediate action. If immediate action is not taken, essential services could not be continued or there could be an economic loss to the County. Emergency requests shall be justified to the Purchasing Agent and/or Board of Supervisors.

(h) Sole Source Requests

See Section 14.4 (Sole Source Requests).

## TYPES OF SOLICITATIONS

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(i) Approvals Required

Approval by the Board of Supervisors and review by County Counsel and Auditor-Controller are required for all service contracts of \$25,000 or more in the aggregate.

(j) Supplier Selection

Supplier selection shall be based on a competitive process. A Request for Proposal (RFP) is normally used to solicit suppliers for service contracts. A verbal or written solicitation shall be made as follows:

|                                |  |
|--------------------------------|--|
| Contracts less than \$5,000:   | Minimum of one prospective supplier solicited  |
| Contracts \$5,000 to \$25,000: | Minimum of three solicitations (See Section 14.3, Request for Quotations)  |
| Contracts \$25,000 and up:     | Written solicitations to all firms on the suppliers list for the applicable commodity. (See Sections 14.1 Request for Proposals and 14.2 Invitation for Bids). |

Awards shall be made to the lowest responsible, responsive contractors.

A responsible bid or proposal is one that has demonstrably met the following criteria in the solicitation:

- (1) Capacity to perform
  - Fiscal
  - Physical
  - Experience
  - On schedule
  - Previous applicable experience
- (2) Ability to comply with all applicable laws and regulations
  - Licenses
  - Insurance
  - Bonding

A responsive bid or proposal is one that adequately meets all solicitation requirements. To be responsive, the bid or proposal must not constitute a different offer or make substitutions for requirements stated in the solicitation document.

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**TYPES OF SOLICITATIONS**

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**(k) Conflict of Interest**

No contract shall knowingly be awarded to any current County employee or his/her immediate family, or to any former County employee or his/her immediate family until two years after separation, without first notifying the Chief Administrative Officer in writing. (See Section 9.0, Ethical Standards for Purchasing Activities)

**13.3 Consultant and Professional Services Contracts****(a) Definition**

Consultant and professional service contracts are provided by an individual or group in order to obtain professional or technical services that would not be handled by a County employee or group.

Service contracts and architect-engineer contracts are excluded from this definition and are referenced in Sections 13.2 (Service Contracts) and 13.4 (Architect-Engineer Service Contracts). Consultant contracts under this section do not include attorney service contracts that will be handled through County Counsel and Risk Management and approved by the Board of Supervisors. Sample agreements and sample solicitation documents are provided in Section 16.

**(b) Contract Criteria**

A department may request a consulting contract only if one or more of the following conditions exist:

- (1) Urgent situation that cannot be resolved by County employees
- (2) Temporary, intermittent, or irregular services that cannot effectively be performed by County employees
- (3) Special or highly technical skills that cannot be secured through County employees
- (4) Need for an independent opinion, appraisal, audit, or similar service
- (5) Lack of sufficient personnel to accomplish the work in the required time frame
- (6) Meets the restrictions of Government Code 31000

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**TYPES OF SOLICITATIONS**

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**(c) Criteria Regarding Length of Contract Term**

No contract valued over \$5,000 shall extend beyond three years unless specifically ordered by the Board of Supervisors. No contract valued at \$5,000 or less shall extend beyond ten years unless specifically ordered by the Board of Supervisors. If a contract is sole source, it shall be re-evaluated after three years. If the sole source is still justified, a new contract shall be issued.

The length of a contract term may be determined using the following criteria:

- Project schedule
- Contract rate
- Project need for service

Equal Dignity Rule: Any changes to a contract must be made with the same formality as the original unless terms of the contract provide for another procedure.

**(d) Contract Extensions**

Upon request through written justification by an agency/department, the Purchasing Agent may extend a consultant contract for up to six months. The Board of Supervisors must approve additional extensions. However, it is the policy of the County for departments to begin to develop new contracts at least six months before the current contracts are scheduled to expire.

**(e) Adjustments to Contract Amount**

The Purchasing Agent without direction of the Board of Supervisors may decrease consultant contracts.

When requesting authority from the Board of Supervisors for contracts, contingency clauses may be requested to increase contracts. The Purchasing Agent shall review the need for all contingency requests. If the requested amount exceeds ten percent of the contract or is \$25,000 or more, complete justification shall be presented to the Board of Supervisors.

**(f) Contract Increases**

Upon written justification by a department, consultant contracts may be increased at the discretion of the Purchasing Agent. The total contract amount shall not be more than ten percent of the original contract amount or \$25,000 or more. The Board of Supervisors must approve additional increases

**(g) Incremental Contracting**

In order to prevent incremental contracting, each consultant contract shall clearly specify the following:

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**TYPES OF SOLICITATIONS**

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- (1) Work to be performed
- (2) Product to be provided
- (3) Cost detail of services/material charges
- (4) Period of contract
- (5) Monetary limit of contract
- (6) Terms and conditions

Consultant contracts shall be consolidated whenever feasible. Contracts shall not be split to avoid the Board of Supervisors' approval process or to bypass bidding requirements.

(h) Emergencies

For the purpose of consultant contracts, an emergency shall be defined as a sudden, generally unexpected occurrence or set of circumstances demanding immediate action. If immediate action is not taken, essential services could not be continued or there could be an economic loss to the County. Emergency requests shall be justified to the Purchasing Agent and/or Board of Supervisors.

(i) Sole Source Requests

See Section 14.4 (Sole Source).

(i) Approvals Required

Approval by the Board of Supervisors and review by County Counsel and Auditor-Controller are required for all consultant contracts valued at \$25,000 or more in the aggregate.

(k) Supplier Selection

Supplier selection shall be based on a competitive process. A Request for Proposals (RFP) shall normally be used to solicit prospective suppliers for consultant contracts.

Requests for consultant services where the amount to be paid is equal to or greater than \$25,000 shall include a choice of three consultants, wherever possible, along with a synopsis of proposals. All such requests shall be submitted by the requesting department to the Board of Supervisors for selection of the consultant.

Awards shall be made to the lowest responsible, responsive contractor or the contractor whose qualifications best meet agency/department needs.

A responsible bid or proposal is one that has demonstrably met the following criteria in the solicitation:

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- (1) Capacity to perform
  - Fiscal
  - Physical
  - Experience
  - On schedule
  - Previous applicable experience
  
- (2) Ability to comply with all applicable laws and regulations
  - Licenses
  - Insurance
  - Bonding

A responsive bid or proposal is one that adequately meets all solicitation requirements. To be responsive, the bid or proposal must not constitute a different offer or make substitutions for requirements stated in the solicitation document.

(l) Conflict of Interest

No contracts shall knowingly be issued to any current County employee or his/her immediate family or to any former County employee or his/her immediate family until two years after separation from County employment, without notifying the Chief Administrative Officer in writing. The term "employee" includes individuals who serve or served as agents or representatives for the County. (See Section 9.0, Ethical Standards for Purchasing Activities.)

### **13.4 Architect-Engineer Service Contracts**

(a) Definition

Architect-engineer service contracts include contracts for professional architectural or engineering services, as well as for land surveying and incidental services, that members of the architectural and engineering professions and those in their employ may logically or justifiably perform.

These services may include investigation; designs, plans, and specifications; reports; opinions of probable cost; shop drawing review; supervision of construction; land surveying; environmental documentation required by the California Environmental Quality Act (CEQA); and other related services when needed in support of an architectural or engineering project, such as, but not limited to, archaeology, geological and soils engineering, agronomy, limnology, biology, real estate appraisal and other property acquisition services.

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**(b) Criteria Regarding Length of Contract Term**

If the architect-engineer services to be completed under a given contract relate to a specific project, the contract term shall be based upon a reasonable estimate of the time required for the project. This estimate shall be subject to negotiation with contractor architects and engineers. If the architect-engineer services to be completed are not project-specific, the contract term shall be for a maximum of one year.

**(c) Contract Extensions**

The General Services Director or designee shall be authorized to grant contract extensions that: involve no cost increase or are within the General Services Director contract change order authority; and are needed for reasons other than delays or problems caused by the contractor.

**(d) Adjustments to contract Amount**

Contract increases may be granted by the General Services Director to order changes or additions in the work within the limits established by Public Contract Code Section 20142 and County policy.

**(e) Incremental Contracting**

In order to prevent incremental contracting, each contract shall clearly specify the following:

- (1) Services to be provided
- (2) Basis of pricing and payment
- (3) Period of contract
- (4) Monetary limit of contract

Contracts shall be consolidated whenever feasible. Contracts shall not be intentionally split to avoid approval by the Board of Supervisors or to bypass selection requirements.

**(f) Approvals Required**

Review by County Counsel and Auditor-Controller shall first be obtained on all engineer contracts before being submitted to the Board of Supervisors for all architect-engineer service contracts valued at \$25,000 or more in the aggregate.

**(g) Supplier Selection**

A Request for Proposals (RFP) shall normally be used to solicit prospective architects. Efforts shall be made to ensure that all potential architect-engineer

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firms that wish to provide service for County projects will have the opportunity to do so. A list of potential architect-engineer firms shall be maintained and information concerning their interest and qualifications kept on file in the General Services Office. Information on file concerning listed potential firms shall be used when recommending or selecting architect-engineer firms.

Selection of firms for architect-engineer services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Another objective of the selection process is to effect an equitable distribution of work among firms that are equally qualified.

For contracts under \$25,000, the architect-engineer shall be selected by the General Services Director (or designee). For contracts of \$25,000 or more, the General Services Director shall submit a recommendation to the Board of Supervisors for the Board's selection of the architectural firm.

(h) Negotiation of Contracts

For contracts of \$25,000 or more, the General Services Director (or designee) shall negotiate a contract, subject to County Counsel's review, with the selected firm. The agreed to compensation shall be at a level determined by the General Services Director to be fair and reasonable to the County. The negotiated contract shall be submitted to the Board of Supervisors for their approval and execution by the Chair.

(i) Conflict of Interest

No contracts shall knowingly be issued to any current County employee or his/her immediate family or to any former County employee or his/her immediate family until two years after separation, without notifying the Chief Administrative Officer in writing. The term "employee" shall include individuals who have served as agents or representatives for the County. (See Section 9.0, Ethical Standards for Purchasing Activities.)

### **13.5 Public Works Contracts**

(a) Definition

Public works contracts include all contracts for erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. Road and Flood project requirements are strictly prescribed in the Public Contract Code. Public works projects other than Road or Flood are referred to in this section as "County projects", and requirements for these projects are also strictly prescribed in the Public Contract Code.

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(b) Criteria Regarding Length of Contract Term

The length of a contract term shall be determined by the length of time required to complete the project. The length of contract term is determined by the County and prescribed in the bid based upon a reasonable estimate of the required time for completion and accepted by the contractor in submittal of its bid.

(c) Adjustments to Contract Amount

Contracts based upon unit price bid items and estimated units required may be adjusted for actual units utilized within the scope of the original work without Board of Supervisors' approval.

Changes may be made to the contract with the following limitations:

- (1) Appropriated funds are available to cover the cost of the change;
- (2) The Board of Supervisors authorize the Purchasing Agent, Director of Public Works and Road Commissioner or their designees authority to order changes or additions in the work being performed under construction contracts within the limits prescribed in section 20142(a) and (b) of the Public Contract Code; and
- (3) The purchasing agent considers the change to be reasonable.

(d) Emergencies

County Projects: According to Public Contract Code Section 22035, in states of emergency when repair or replacements are necessary, the Board of Supervisors may proceed at once to replace or repair any and all structures without adopting the plans, specifications, strain sheets, or working details or giving notice for bids to let contract. The work may be done by day labor under direction of the Board, by contract or by a combination of the two.

In case of an emergency, if notice for bids to let contracts will not be given, the County shall comply with Chapter 2.5 (commencing with Section 22050) of the Public Contract Code.

(e) Board Approval Required

In addition to the requirements for Board approval described in "Adjustments to Contract Amount" and "If Emergencies", Board approval is required for all public works projects exceeding \$125,000.

Upon completion of the project, the department shall submit a request to the Board of Supervisors for approval and execution of Notice of Completion of the contract.

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(f) Supplier Selection

The solicitation process for public works contracts shall be structured to provide an opportunity for all interested contractors to participate in contractor competition in order to obtain the best use of public funds while taking into account the administration logistics (e.g., project size, project time frames, and project cost).

The County in accordance with the prescribed codes shall formally advertise, via Invitation for Bids (IFB), public works projects valued at over \$125,000. In addition, these projects are advertised in the specialty construction trade papers to expand the bid opportunities. Supplier selection is then based solely upon bid results. Emergency public works contracts are discussed in "Emergencies."

A Request for Quotations (RFQ) or Request for Proposals (RFP) shall normally be used to solicit prospective contractors for public works contracts that do not require Board of Supervisors approval. For public works contracts that do not require Board action, the Purchasing Services Office or Public Works Department shall establish and maintain an active Potential Contractors List that would be open to all interested and potential qualified contractors. Contractors may be removed from the Contractors List due to either poor response records to solicitations or poor performance records and shall be notified in writing in the event of removal.

General Services or the Public Works Department shall use the Potential Contractors List to establish bid lists for individual projects. Specific procedures shall be established to rotate sources on specific project contractor lists to provide maximum contracting opportunities and contractor competition commensurate with project size and available sources.

(g) Conflict of Interest

No contracts shall knowingly be issued to any current County employee or his/her immediate family or to any former County employee or his/her immediate family until two years after separation, without notifying the Chief Administrative Officer in writing. The term "employee" includes individuals acting as agents or representatives for the County. (See Section 9.0, Ethical Standards for Purchasing Activities.)

### 13.6 Memoranda of Understanding

(a) Definition

Memoranda of Understanding (MOU) are written agreements between government offices to specify mutual services to be provided between such government offices. Memoranda of Understanding may be between two or more

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Butte County departments, and between Butte County and some other government agency.

(b) Criteria Regarding Length of Contract Term

If the services to be completed under a given MOU relate to a specific project, the contract term shall be based upon a reasonable estimate of the time required for the project. If the MOU is for ongoing services, the agreement should not normally exceed a three-year period to ensure that the services rendered or received are reviewed on a periodic basis.

(c) MOU Extensions

Extensions to MOUs are normally reviewed and approved by the same authority levels where the original MOU was reviewed and approved.

(d) Adjustments to contract Amount

Should the dollar value be changed, the MOU extension should be reviewed by the Auditor-Controller and County Counsel.

(e) Incremental Contracting

In order to prevent incremental agreements, each MOU shall clearly specify the following:

- (1) Services to be provided
- (2) Basis of pricing and payment
- (3) Period of MOU
- (4) Monetary limit of MOU

MOUs shall be consolidated whenever feasible. MOUs shall not be intentionally split to avoid approval by the Board of Supervisors.

(f) Reviews and Approvals Required

Review by County Counsel and Auditor-Controller shall first be obtained on all MOUs being submitted to the Board of Supervisors or Chief Administrative Officer (CAO) for approval. The CAO or designees have authority to approve MOUs between County departments valued at \$25,000 or less in the aggregate. MOUs with other government agencies or exceeding \$25,000 in the aggregate require approval by the Board of Supervisors.

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**14.0 TYPES OF SOLICITATIONS****14.1 Request for Proposals (RFP)****(a) When to Use**

A Request for Proposals (RFP) is used for solicitation when the County's requirements are not well defined. The solicitation requires the offeror to prepare a written proposal that explains in detail how the offeror plans to meet the County's requirement. Innovative ideas and techniques that the offeror feels may benefit the County may be included in the proposal. Award under this type of solicitation is generally not based absolutely upon low price but upon the technical superiority of the offeror's proposal. However, the selected supplier must propose a price that is within reasonable proximity to the proposed prices of other qualified offerors.

**(b) Format for RFP Document**

All Requests for Proposal shall normally contain the following elements:

- (1) Requirements Statement. The requirements statement shall state the County's requirements clearly and concisely. All information presented shall be technically correct and easily understood. The specifications shall establish standards of quality, quantity and any other measures necessary to measure acceptable performance. All services/products to be delivered under the proposed contract shall be stated, including any acceptance criteria. The requirements statement shall also include descriptions, numbers, and formats for oral and/or written reports, as well as the expected period of performance.
- (2) Responsibility Criteria. This may include references, financial statements, licenses, bonding, insurance, etc.
- (3) Information Regarding Submission of RFP Responses. This section may include such information as a calendar of milestone events, date and time of proposal conference, procedure for posing questions, closing date and time of solicitation period. This section may also contain information on where and to whom proposals are to be submitted, contacts for information during the solicitation period, required signatures on proposals, the number of proposals to be submitted, cost/price submission instructions and actual format for the response.
- (4) Evaluation Criteria. The RFP shall state the criteria on which the proposal will be evaluated and may include weighted criteria. These criteria shall be quantitative, not subjective, and shall be related to the specifications set forth in the requirements statement.

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- (5) Model Agreement. A model agreement containing the terms and conditions and standard insurance requirements anticipated to be included in a final contract shall also be included in the RFP. Examples of terms and conditions include policies on subcontracting, certifications (e.g. non-discrimination), warranty, and indemnification. Suppliers shall be instructed to identify in writing any requested exceptions to the specified terms.

A sample RFP is available in Section 16.0, Contracting Forms and Standard Agreements.

- (c) Addenda to the RFP

If it is determined that amendments to the RFP are necessary, addenda shall be mailed to all firms that received an RFP. Alterations may include additional information, due date changes, etc.

- (d) Acceptance of Proposals

Proposals are to be received at the time and place specified in the Request for Proposal. Late proposals will be date-stamped upon arrival. Late proposals will only be considered when it has been determined to be in the best interest of the County to do so and may only be accepted prior to selection of the successful contractor. Approval of the department head and, if the proposal is administered by Purchasing Services, the Purchasing Agent shall be required for acceptance of late proposals.

- (e) Confidentiality of Proposals

Proposals are to be maintained as confidential working papers until officially placed on the Board of Supervisors' meeting agenda.

- (f) Selection of Evaluation Committees

Members of evaluation committees shall be selected based on their qualifications and appointed by the requesting department head or designee.

- (g) Selection of Proposals for Interview

A preliminary review shall normally be made of the proposals prior to setting up interviews in order to determine that responsible firms have submitted all proposals and that the technical specifications could meet the needs of the County. Interviews will normally be held with all responsible offerors who submit proposals within a competitive range, price and other factors considered.

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Interviews may be waived with the approval of the Purchasing Agent or the appropriate department head. Criteria for waiving interviews include, but are not limited to, urgency of project, complexity of requirements, evident superiority of a particular proposal or proposals.

(h) Interviews

Interviews are held to further explain proposals and to give offerors an opportunity to revise their proposals to meet the needs of the County more effectively. All interviewed offerors must be given an equal opportunity to submit revisions in price, technical specifications, or other areas resulting from the interview process. No data on an offeror's proposal (such as an offeror's designs, identity, or proposed costs) is to be revealed to other offerors. Auction techniques are strictly prohibited. If revisions are significant, all offerors must be given a common date and time for acceptance of revised proposals. Revised proposals should reflect the offeror's Best and Final Offer (BAFO). If, during interviews, requirements change substantially or a decision is made to change the scope of work, an amendment must be made to the original Request for Proposal and sent to each original prospective contractor. This may be done verbally if subsequently confirmed in writing.

(i) Synopsis of Proposals

A brief synopsis of the evaluation of proposals received shall be prepared for all actions requiring selection/approval by the Board of Supervisors.

Recommendations to the Board of Supervisors should, when appropriate, group proposals in categories so that it is clear that proposals in the same categories are considered relatively equal.

(j) Tallying Evaluation Scores

Depending on the complexity of the project and the proposals, the evaluation committee may deem it desirable to tally scores of evaluation committee members.

(k) Notification of Offerors

Offerors that were selected for interviews shall be notified when the Agenda Item Transmittal is filed with the Clerk of the Board. Usually, offerors shall be notified by mail. However, based upon such factors as the nature, size, or sensitivity of the procurement, offerors may be notified by telephone. All offerors in a given procurement shall be notified in the same manner.

Offerors shall be allowed to review all of the proposals after the Agenda Item Transmittal is filed with the Clerk of the Board. No other verbal or written

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information (including evaluations, ranking, etc.) shall be given to offerors by General Services staff.

**14.2 Invitation for Bids****(a) When to Use**

The Invitation for Bids (IFB) is used to obtain supplies, equipment, and certain services in excess of \$25,000 (\$125,000 for public works projects) that can be clearly specified and awarded to the lowest responsible, responsive bidder.

**(b) Pre-Qualification of Bidders**

A two-step bidding process may be used to pre-qualify bidders when the Purchasing Agent deems this approach appropriate. Bidders are pre-qualified by responding to a solicitation to establish responsibility. This would include information regarding such factors as financial background, industry stability, capacity to perform, lines of credit, manufacturers' authorizations, relevant experience, etc.

Qualified bidders shall then be asked to participate in a price solicitation.

**(c) Pre-Qualification of Commodities**

Commodities can be pre-qualified either through study and recommendation by a recognized standards committee, which would include a representative of the requesting department and appointed by the Purchasing Agent, or through a two-step bidding process.

The following factors, among others, may be used for pre-qualification:

- Quality of commodities or services
- Experience with the commodities involved
- Maintenance cost
- Economic life cycle cost
- Length of time the commodity has been on the market
- Compatibility of existing equipment
- Available warranties
- General reputation and experience of the bidder
- Evaluation of the bidder's ability to service the County
- Prior knowledge of and experience with the bidder in terms of past performance
- Other legal protection provided in the purchase

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**(d) Format for IFB Document**

IFBs are prepared by Purchasing Services and Public Works. All IFBs shall contain the following elements:

- (1) Specifications. Clear, concise specifications must be provided. Frequently, specifications state "brand name or equal." "Brand name" includes identification of products by manufacturer, make, and model. Such identification is intended to be descriptive, but not restrictive. Bidders offering an "equal" must submit complete specifications and/or samples with their bids. Determination of equality shall be at the sole discretion of the County.

If it has been justified and accepted by the requesting agency/department and the Purchasing Agent or a Standards Committee that only one brand can meet the County's needs, "no exceptions" shall be noted in the specifications.

Documentation for not allowing exceptions must be on file in the Purchasing Services Office.

- (2) Responsibility Criteria. Responsibility criteria may include such items as references, plant capacity, credit data, financial statements, licenses, bonding, and insurance.
- (3) Information Regarding Submission of a Bid. This includes the time and date for bidders conference (if any); where, when, and how many bids are to be returned; contacts for information during the solicitation period; required signatures on bids; cost/price submission instructions, etc.
- (4) Terms and Conditions. Terms and conditions that will be incorporated in the purchase order/contract shall be stated in the bid.

**(e) Acceptance of Bids**

Bids must be received prior to or at the time specified in the bid. Late bids shall not be considered under any circumstances. A late bid will be date stamped and remain unopened in the bid file. A letter will be sent notifying the bidder that the bid was received late and was not considered.

**(f) Public Bid Opening**

A public bid opening shall be held as soon as possible after bid closing.

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**(g) Reservation to Reject All Bids**

Each Invitation for Bid shall state the County's right to reject any or all bids and waive any irregularities or informalities therein. The County may:

- Reject all bids when deemed to be in the County's best interest.
- Reject a bid not accompanied by any required bid security or by other data required by bid documents.
- Reject any bid which is in any way incomplete, irregular, amplified, or qualified or otherwise not in compliance with bid documents in all material respects or reasonable interpretation.
- Waive any informality, irregularity, immaterial defect, or technicality when deemed to be in the County's best interest.

**(h) Contract Award Consideration****(1) Cost Factors:**

In addition to the total bid price (including any discounts), unit or extended price, and administrative costs (if applicable), hourly rates for specified personnel, the County's administrative costs, maintenance costs and warranty provisions should be considered. Life cycle costs, repurchase value, residual value of equipment after a specified number of years, and or cost and rate of use of consumables should be considered in cases where these costs are relevant and measurable.

**(2) Responsibility Factors:**

The following responsibility factors should be considered:

- General reputation and experience of the bidder.
- Bidder's ability to service the County.
- Financial ability of the bidder to successfully meet the requirements of the contract.
- Prior knowledge of and experience with the bidder in terms of past performance.
- Nature and extent of company data furnished by bidder upon request of the County.
- Size and location of the bidder's warehouse.
- Bidder's ability to meet delivery and stocking requirements.
- Bidder's experience with the commodities or systems.
- Lengths of time the commodities or systems have been on the market.

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**(3) Responsiveness Factors:**

The following responsiveness factors should be considered:

- Adherence to all conditions and requirements of the bid specifications.
- Quantity and quality of merchandise offered.
- Compatibility with existing commodities or systems.
- Overall completeness of the commodity line offered.
- Delivery or completion date.

**(4) Local Preference:**

When all other factors are determined to be equal, preference shall be given to firms having a bona-fide place of business within the County of Butte. (See Section 3.18, Local Preference)

**14.3 Request for Quotations****(a) When to Use**

The Request for Quotations (RFQ) is used to obtain supplies, equipment, and certain services under \$25,000. RFQs may also be used to solicit quotes for public projects under \$125,000 and for items purchased California Multiple Award Schedule (CMAS) contracts. An RFQ can be used regardless of the ability to clearly specify the product or service.

**(b) Difference Between RFQ and IFB**

All of the policies and procedures listed in Section 14.2 (Invitation for Bids) pertain to RFQs except the requirement for public bid opening, confidentiality of quotations and the restriction against negotiations. There is no public bid opening when an RFQ is used as the solicitation document, and price negotiations may be conducted with the suppliers whose quotes are in the competitive range. Therefore, quoted prices shall be maintained as confidential working papers until the resultant purchase order is awarded.

**(c) Acceptance of Late Quotations**

Late quotations may be accepted with the approval of the Purchasing Agent only when in the best interests of the County.

**14.4 Sole Source Requests****(a) Policy Statement**

It is the policy of the County to solicit a significant number of offers for a commodity or service from the largest relevant market and to select suppliers

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and providers on a competitive basis. There are certain acquisitions, however, that can only be feasibly obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

Sole source justification is unnecessary during contract renewal/continuation periods expressly provided for by an RFP or other procurement process. Justification is necessary for continuation of services beyond such periods

(b) Justification for Requesting Sole Source

The following represent factors that might justify sole source:

- (1) What capability does the proposed contractor have that is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the same general field?
- (2) What prior experience of a highly specialized nature does the proposed contractor have that is vital to the proposed effort?
- (3) What facilities, staffing, and/or equipment does the proposed contractor have that are specialized and vital to the commodities or services required?
- (4) Does the proposed contractor have a substantial investment that would need to be duplicated at the County's expense by another contractor entering the field?
- (5) If schedules are involved, why are they critical and why can the proposed contractor best meet them?
- (6) If lack of drawings or specifications is a justification for sole source acquisition, why is only the proposed contractor best able to perform under these conditions? Why are drawings and specifications lacking? How much lead-time is required to obtain drawings and specifications suitable for competition?
- (7) Is competition precluded because of the existence of patent rights, copyrights, or secret processes?
- (8) Does this acquisition require compatibility with any existing County equipment?
- (9) What unique characteristics does the equipment or material offered by the proposed contractor possess that are required to meet the County's needs?

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(10) Is competition precluded because of existing equipment maintenance program/contracts?

(c) How to Request Sole Source Determinations

Except for consultants, sole source requests must be in written form, signed by an authorized department representative, and attached to purchasing requests when submitted to Purchasing Services.

Sole source requests for consultants must be approved by the General Services Director.

(d) Applicable Laws, Resolutions and Regulations

There are no Federal or State laws or regulations that require action by the County in the areas of procurement by non-competitive negotiations (sole source). However, the Federal and State governments have the privilege of requiring action at any time as a condition of acceptance of their funds by the County.

The County's policy and legal requirements are specified herein.

(e) Negotiation

Sole source acquisitions will require non-competitive negotiation and may require price/cost analyses.

**PURCHASING SERVICES FORMS****15.0 PURCHASING SERVICES FORMS**

The Contracts/Property Division of General Services is responsible for preparing and providing purchasing forms for use by all Butte County departments. Although samples of such forms are included in this section of the Contracts/Purchasing Policy and Procedures Manual, the most current versions of the forms are posted on the County's backbone. County departments shall use the most recent versions of these forms that are posted on the backbone.

**15.1 Purchase Requisition****(a) Completion of Purchase Requisition by Using Department**

The using department is responsible for completion of all information on the Purchase Requisition form except for the shaded items that are reserved for Purchasing Services. Figure 15-1 provides an example of the Purchase Requisition form. The unshaded blocks should be completed as follows:

- (1) Ship To. Enter the department name, complete address for delivery of the product or service and the department contact name on the appropriate lines.
- (2) Suggested Source of Supply. Enter the name, complete address and telephone number for the suggested supplier. Purchasing Services will include the suggested source of supply on the bid list if the suggested source is an approved supplier. If the procurement meets the criteria for a sole source supplier as described in Section 1.3, Exceptions to Competitive Process, the requisitioner is required to attach a sole source justification form to the requisition that fully justifies a sole source procurement. In the absence of such a sole source justification form, Purchasing Services may proceed to procure the product or services on a competitive basis.
- (3) Department Requisition No. Enter the requisition number assigned by the using department.
- (4) Funding Authorization. Enter the maximum dollar value that Purchasing Services is authorized to pay for the requested product or services. For fixed assets (see Section 6.9) enter the budget page number or agenda item for authorization to purchase the fixed asset.
- (5) Account Code. Show the account code applicable to each item to be purchased. The letter in this section should correspond to the "Ref Ltr" shown below to the left of the Quantity for the applicable product or service to be purchased.

## PURCHASING SERVICES FORMS

- 
- (6) Show Required Delivery Date. Enter the date when the product or service should be delivered to the requestor. Please provide sufficient lead-time to permit time required for advertising and competitive solicitations.
  - (7) Ref Ltr. Use letters to identify the various items that are to be purchased. The letters should correspond to the letters in the above "Account Code" section.
  - (8) Quantity. Enter the quantity of the items to be purchased. The unit of measure (Unit) needs to be considered when indicating the quantity. If the quantity required is twelve, it is acceptable to enter a quantity of twelve and a unit of measure of each, or a quantity of one and a unit of measure of dozen. The latter is necessary if the product or service is priced by the dozen. If the quantity is twelve and the unit of measure is dozen, Purchasing Services will buy a total of 144 items.
  - (9) Unit. Enter the appropriate unit of measure. If items are purchased individually, the Unit should be each or "EA." If the items are purchased in containers of twelve, the unit should be dozen or "DZ."
  - (10) Item Description. Enter a complete description of the item to be purchased to include color, size, model number or whatever helps describe the product or service to be purchased.
  - (11) Name of Department Contact. Enter the name of the person in the using department who should be called on to answer questions on the requisition from Purchasing Services or from prospective suppliers.
  - (12) Contact's Telephone No. Enter the telephone number for the using department contact. Show the area code if the telephone number is outside the 530 area code.
  - (13) Date of Requisition. Enter the date the purchase requisition is completed.
  - (14) Department Authorized Signature. The person who signs to authorize the purchase to proceed shall be the department head or a deputy authorized to sign purchase requisitions. Prior to signing this document, the approving authority should review the completed form to ensure that the statement to the left of the signature is accurate.

NOTE: DO NOT FILL IN SHADED AREAS – EXPRESSLY FOR PURCHASING SERVICES

COUNTY OF BUTTE

PURCHASE REQUISITION

(FOR NON-STORE ITEMS)

|  |                      |       |  |          |  |                             |                     |  |  |
|--|----------------------|-------|--|----------|--|-----------------------------|---------------------|--|--|
| SHIP TO  | DEPT                 |       |  |          | SUGGESTED SOURCE OF SUPPLY                           |                             |                     | Department Requisition No.                           |  |
|  | ADDRESS              |       |  |          |  |                             |                     | NAME   |  |
|  | CITY/STATE/ZIP       |       |  |          | ADDRESS  |                             |                     |  |  |
|  | ATTN:                |       |  |          | CITY/STATE/ZIP                                       |                             |                     |  |  |
|  |                      |       |  | PHONE    |  |                             |                     |  |  |
| SUPPLIER   |                      |       |  |          | FUNDING AUTHORIZATION                                |                             |                     | ACCOUNT CODE   |  |
|  |                      |       |  |          |  |                             |                     | MAXIMUM FUNDING AVAILABLE FOR THIS PURCHASE \$ _____ |  |
|  |                      |       |  |          | BUDGET PAGE NUMBER _____ OR AGENDA ITEM NUMBER _____ |                             | B.                  |  |  |
|  |                      |       |  |          |  |                             | C.                  |  |  |
| Solicitation Number  | Sales Representative | Terms | FOB Dest.  | FOB Dest | FOB Other  | Show Required Delivery Date |                     | Deliver on or Before                                 |  |
|  |                      |       |  |          |  |                             |                     |  |  |
| Ref Ltr  | Quantity             | Unit  | Complete Item Description. Include size, color, model number and part number. Attach sample when possible. |          |  |                             | Unit Price          | Extension  |  |
|  |                      |       |  |          |  |                             |                     |  |  |
|  |                      |       |  |          |  |                             |                     |  |  |
|  |                      |       |  |          |  |                             |                     |  |  |
|  |                      |       |  |          |  |                             |                     |  |  |
|  |                      |       |  |          |  |                             |                     |  |  |
|  |                      |       |  |          |  |                             |                     |  |  |
|  |                      |       |  |          |  |                             | <b>SUBTOTAL</b>     |  |  |
| <b>BUYER'S NOTES</b>   |                      |       |  |          |  |                             | TAX                 |  |  |
|  |                      |       |  |          |  |                             | TOTAL               |  |  |
|  |                      |       |  |          |  |                             |                     |  |  |
| Name of Requesting Department Contact  |                      |       |  |          | Contact's Telephone No.                              |                             | Date of Requisition |  |  |
|  |                      |       |  |          |  |                             |                     |  |  |
| I hereby certify that the articles or services requested hereon are necessary for use in this department and that funds are available to cover cost of same. |                      |       |  |          |  |                             |                     |  |  |
|  |                      |       |  |          | Department Authorized Signature                      |                             |                     | Printed Name   |  |
| BUYER  |                      |       |  | DATE     |  |                             | PO NUMBER           |  |  |

ORIGINAL COPY

FIGURE 15-1

REQUESTOR'S COPY

PURCHASING SERVICES FORMS

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(b) Completion of Purchase Requisition by Purchasing Services

Purchasing Services is responsible for completion of the shaded blocks on the Purchase Requisition form. Following are the guidelines for completing the shaded areas:

- (1) Supplier. Enter the supplier's name and complete address.
- (2) Solicitation Number. Enter the IFB, RFP or RFQ number.
- (3) Sales Representative. Enter the salesperson's name
- (4) Terms. Enter the supplier's payment terms.
- (5) FOB Dest. Enter "Y" for yes this order is FOB destination, or "N" for not this order is not FOB destination.
- (6) FOB Other. If a "Y" was entered for FOB Dest, leave this space blank. If an "N" was entered for FOB Dest, enter the FOB point in this space.
- (7) Deliver on or Before. Enter the delivery date agreed to between Purchasing Services and the supplier.
- (8) Unit Price. Enter the price per the unit of measure indicated in the "Unit" column for each line item.
- (9) Extension. Calculate the extended price for each line item by multiplying the Quantity by the Unit Price.
- (10) Subtotal. Add all the extended amounts to calculate the subtotal.
- (11) Tax. Calculate the tax by multiplying the taxable portion of the Subtotal by .0725 when the tax rate is 7-¼%. To simplify this calculation, non-taxable items should be listed above as separate line items.
- (12) Total. Enter the total of the Subtotal plus the Tax.
- (13) Buyer. The name of the Purchasing Services employee who places the order.
- (14) Date. Enter the date the order was placed.

PURCHASING SERVICES FORMS

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- (15) P.O. No. Enter the purchase order number assigned to this procurement.

**15.2 Purchase Order****(a) Page One of the Purchase Order**

Most purchase orders can be placed on a one-page purchase order. In such cases, subsequent pages are not required. An example of the first page of a purchase order is provided as Figure 15-2(a). Following are the instructions for completing the first page of the purchase order:

- (1) Purchase Order Number. Enter the sequential purchase order number.
- (2) Supplier. Enter the name and complete mailing address of the supplier.
- (3) Requisition No. Enter the requisition assigned by the using department and indicated on the Purchase Requisition form.
- (4) Quantity. Enter the number of units being purchased for each line item.
- (5) U/M. Enter the unit of measure, such as each (EA), pounds (LB), gallons (GL) or dozen (DZ).
- (6) Item Description. Enter the complete description of the item being purchased. Model numbers should be shown when they are applicable. Transportation charges (if applicable) and other non-taxable items should be listed separately.
- (7) Unit Price. Enter the price per the unit of measure agreed to between Purchasing Services and the supplier for each line item.
- (8) Extension. Calculate the extension by multiplying the unit price for each line item by the quantity for the applicable line item.
- (9) Buyer Name and Telephone No. This information is entered to provide the supplier with contact information for Butte County Purchasing Services.

PURCHASING SERVICES FORMS

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- (10) Requisition No. Enter the requisition assigned by the using department and indicated on the Purchase Requisition form.
- (11) Quantity. Enter the number of units being purchased for each line item.
- (12) U/M. Enter the unit of measure, such as each (EA), pounds (LB), gallons (GL) or dozen (DZ).
- (13) Item Description. Enter the complete description of the item being purchased. Model numbers should be shown when they are applicable. Transportation charges (if applicable) and other non-taxable items should be listed separately.
- (14) Unit Price. Enter the price per the unit of measure agreed to between Purchasing Services and the supplier for each line item.
- (15) Extension. Calculate the extension by multiplying the unit price for each line item by the quantity for the applicable line item.
- (16) Buyer Name and Telephone No. This information is entered to provide the supplier with contact information for Butte County Purchasing Services.
- (17) Subtotal. Add all the values in the Extension column to calculate the subtotal. If this is a multiple page purchase order, write "See Page 2." If there are more than two pages to the purchase order, substitute the total number of pages for the "2" noted above.
- (18) Tax. The tax is calculated by multiplying the total taxable charges by .0725 when the tax rate is 7- $\frac{1}{4}$ %. Non-taxable items should be listed separately and identified as "Non-Taxable" in the Item Description portion of the purchase order. Treat multiple page purchase orders as in (18) above.
- (19) Grand Total. Calculate the Grand Total by adding the amounts in Subtotal and Tax. Treat multiple page purchase orders as in (18) above.

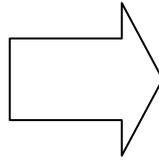


**COUNTY OF BUTTE**  
 PURCHASING SERVICES  
 3-A COUNTY CENTER DR.  
 OROVILLE, CA 95965-3334  
 (530) 538-7261

PURCHASE ORDER NUMBER

**P-**  
 PROVIDE MATERIAL SAFETY DATA SHEETS FOR ALL HAZARDOUS PRODUCTS, AS REQUIRED BY LAW WITH DELIVERY OF PRODUCT SHIPPED AGAINST THIS ORDER. CALIFORNIA ADMIN CODE 5194(f)(M)(6-7)

**S  
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O**

| DATE OF ORDER                | SOLICITATION NO. | SALES REPRESENTATIVE | CASH TERMS | F.O.B. | DELIVER ON OR BEFORE | DEPARTMENT CODE | REQUISITION NO. |
|------------------------------|------------------|----------------------|------------|--------|----------------------|-----------------|-----------------|
|                              |                  |                      |            |        |                      |                 |                 |
| QUANTITY                     | U/M              | ITEM DESCRIPTION     |            |        |                      | UNIT PRICE      | EXTENSION       |
|                              |                  |                      |            |        |                      |                 |                 |
|                              |                  |                      |            |        |                      |                 |                 |
|                              |                  |                      |            |        |                      |                 |                 |
|                              |                  |                      |            |        |                      |                 |                 |
|                              |                  |                      |            |        |                      |                 |                 |
| BUYER NAME AND TELEPHONE NO. |                  |                      |            |        | SUBTOTAL             |                 |                 |
|                              |                  |                      |            |        | TAX                  |                 |                 |
|                              |                  |                      |            |        | GRAND TOTAL          |                 |                 |

**INSTRUCTIONS TO SUPPLIERS**

1. SUBMIT 2 COPIES OF YOUR INVOICE TO THE COUNTY AUDITOR, 25 COUNTY CENTER DRIVE, OROVILLE, CA 95965-3383
2. SUBMIT SEPARATE INVOICES FOR EACH PURCHASE ORDER
3. SHOW TAXES AS A SEPARATE ITEM
4. ACCEPTANCE OF THIS PURCHASE ORDER IMPLIES THE ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS CONTAINED THEREIN AND ALSO ALL SPECIFICATIONS, DRAWINGS AND ADDITIONAL TERMS AND CONDITIONS REFERRED TO HEREIN AND/OR ATTACHED HERETO
5. ALL INVOICES MUST INCLUDE THE PURCHASE ORDER NUMBER

**COUNTY OF BUTTE**

By \_\_\_\_\_

**SUPPLIER'S COPY**

**FIGURE 15-2(A)**

**PURCHASING SERVICES FORMS**

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- (20) By. The purchase order must be signed by an employee who has been authorized to sign purchase orders. The Supplier's, Receiving/Pay and Requisitioner's copies require signatures.

(b) Subsequent Pages of the Purchase Order

If more than one page is required to indicate all the items being purchased, use the following instructions to complete subsequent pages. An example of the form used for subsequent pages of purchase orders is provided as Figure 15-2(b).

- (1) Purchase Order Number. Use the same purchase order number as on the first page of the purchase order.
- (2) Page No. Enter the appropriate page number.
- (3) Quantity through End of Form. Complete these sections as described in 15.2 (a) (12) through 15.2 (a) (21) as described above.

(c) Distribution of Purchase Order Forms

The executed purchase order forms should be distributed as described below:

- (1) RECEIVING/PAY, ENCUMBRANCE and PURCHASING copies of the purchase order are sent to the Auditor-Controller for encumbrance. Once the purchase order is encumbered, the Auditor-Controller returns the ENCUMBRANCE and RECEIVING copies to Purchasing Services.
- (2) SUPPLIER and REQUISITIONER copies are held in Purchasing Services until the Auditor Controller completes the encumbrance process.
- (3) DOCUMENT CONTROL copy is maintained in Purchasing Services for control purposes.
- (4) When Purchasing Services receives the ENCUMBRANCE and RECEIVING copies, the SUPPLIER copy is sent to the supplier, the REQUISITIONER copy is sent to the Auditor-Controller and the RECEIVING/PAY copy is sent to the Requisitioner.
- (5) When the products or services are delivered, the requisitioner completes the RECEIVING/PAY copy and sends it to the Auditor-Controller.



**PURCHASING SERVICES FORMS**

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- (6) Upon payment of the supplier, the Auditor-Controller returns the PURCHASING copy to Purchasing Services and the REQUISITIONER copy to the requisitioner.
- (7) When the PURCHASING copy is received, Purchasing Services pulls the ENCUMBRANCE copy and makes any required changes (such as discounts) to achieve a match between the PURCHASING and ENCUMBRANCE copies. Once these copies match the ENCUMBRANCE copy is filed by purchase order number and the PURCHASING copy is filed by supplier name and purchase order number.

**15.3 Field Purchase Order****(a) Completion of the Field Purchase Order**

The using department completes the Field Purchase Order (FPO) as described below:

- (1) Supplier. Enter the supplier's name and complete mailing address.
- (2) Issued by Department. Enter the name of the using department.
- (3) Date. Enter the date that each of the line items is scheduled for delivery.
- (4) Quan. Enter the quantity ordered for each purchased item.
- (5) Invoice Number and Description. Enter the invoice number and a complete description for each item ordered.
- (6) Charge To. Enter the applicable account code for each line item.
- (7) W.O. #. Enter the applicable work order number, if any, for each line item.
- (8) Total. Calculate the Total by adding all the amounts in the Amount column.
- (9) Dated. Enter the date the FPO is signed by the department head or authorized deputy.
- (10) Department Head or Authorized Deputy. Signature of the department head or deputy authorized to sign FPOs.



**PURCHASING SERVICES FORMS**

**COUNTY OF BUTTE  
PETTY CASH AUTHORIZATION AND PAYMENT FORM**

|               |  |  |  |
|---------------|--|--|--|
| Department    |  | Date   |  |
| Delivery To   |  | Requisition No.  |  |
|               |  | Appropriation  |  |
| Date Required |  |  |  |
| Supplier      |  | <b>COST NOT TO EXCEED: \$100 TO EMPLOYEES<br/>COST NOT TO EXCEED \$10,000 TO COMPANIES</b> |  |
|               |  |  |  |
|               |  |  |  |

| QUANTITY | DESCRIPTION/SPECIFICATIONS | INVOICE NUMBER | DOLLAR AMOUNT |
|----------|----------------------------|----------------|---------------|
|          |                            |                |               |

I certify that the goods and/or services shown above were/will be (strike one) provided for Butte County use and that there is a Budget appropriation for these products or services.

Department Authorized Signature \_\_\_\_\_

**For Purchasing Use Only Below Dotted Line**

PETTY CASH PAYMENT  
COUNTY OF BUTTE

TO:

DATE:

|                                  |    |                        |    |
|----------------------------------|----|------------------------|----|
| Enclosed is Petty Cash Check No. |    | in the amount of       | \$ |
| Payment by CASH in the amount of | \$ | Petty Cash Receipt No. |    |
| In Payment of:                   |    |                        |    |

|                              |  |
|------------------------------|--|
| <b>For Cash Payment Only</b> | Sincerely yours,<br><b>BUTTE COUNTY PURCHASING SERVICES</b><br><br>_____<br>By<br><br>Purchasing Officer |
| Received By                  |  |
| (Signature) (Date)           |  |
| (Typed or Printed Name)      |  |

- Purchasing Services     
  Auditor-Controller     
  Supplier     
  Department

FIGURE 15-4

**PURCHASING SERVICES FORMS**

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**(b) Distribution of Signed Field Purchase Orders**

Once the FPO has been signed, it is distributed as described below:

- (1) Using Department retains the goldenrod copy for its records, and forwards the other three copies directly to the Auditor-Controller along with the applicable, original invoices. However, field purchase orders over \$2,500 must be forwarded to Purchasing Services for review.
- (2) Purchasing Services records the number of FPOs over \$2,500, the dollar value awarded by department, and initials the FPO to indicate that the FPO is in compliance with County policy. Purchasing Services then forwards all three copies of the FPO to the Auditor-Controller.
- (3) Auditor-Controller issues a check to the supplier and mails the check and the canary copy of the FPO to the supplier, retains the white copy and the invoice for its records and returns the pink copy to Purchasing Services for return to the issuing department.

**15.4 Petty Cash Authorization and Payment Form****(a) Completion of the Petty Cash Authorization and Payment Form**

The issuing department completes the petty cash form as described below:

- (1) Department. Enter the name of the issuing department.
- (2) Delivery To. Enter the name and address required for delivery of the products or services.
- (3) Date Wanted. Enter the date that the products or services are required.
- (4) Supplier. Enter the name and complete mailing address of the supplier.
- (5) Date. Enter the date the form was completed.
- (6) Requisition. Enter the requisition number assigned by the using department.
- (7) Appropriation. Enter the applicable appropriation number.
- (8) Quantity. Enter the quantity purchased.

**PURCHASING SERVICES FORMS**

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- (9) Description/Specifications. Enter a description of or specifications for the purchased products or services.
- (10) Invoice Number. Enter the applicable invoice number.
- (11) Dollar Amount. Enter the total price for each purchased item
- (12) Department Authorized Signature. This space is for the signature of the department head or deputy authorized to sign petty cash forms.
- (b) Distribution of Signed Petty Cash Forms

After the petty cash forms are signed, they are distributed as follows:

- (1) Issuing Department retains the goldenrod copy for its records and sends the other three copies to Purchasing along with any applicable invoices.
- (2) Purchasing Services reviews the petty cash form and invoices for correctness. When it is determined that the documentation has been properly completed, Purchasing Services takes the following actions:

If payment is to be made by check

- Issues a check for the supplier or employee
- Completes the bottom half of the white copy
- Attaches the yellow copy to the check and mails them to the supplier or gives them to the employee
- Keeps the white copy for the Purchasing Services records
- Sends the pink copy to the Auditor-Controller

If a cash payment is to be made

- Pays cash to the bearer of the approved petty cash form
- Completes the bottom half of the white copy and has the individual receiving the cash sign in the space provided at the bottom left of the petty cash form
- Keeps the entire white copy for the Purchasing Services records
- Sends the pink copy to the Auditor-Controller
- Discards the yellow copy

**PURCHASING SERVICES FORMS**

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**15.5 Partial Payments**

The form to authorize partial payments is provided as Figure 15-7. Most of the spaces on this form are self-explanatory. The space for "Amount to be Partially Paid" should show the dollar value of the partial payment being requested and a description of previous partial payments (if any) plus a description of any future anticipated payments.

**15.6 Rubber Stamps**

The form to order rubber stamps is provided as Figure 15-8). The requisitioner completes only those blanks that are not shaded. The form is faxed to the supplier to purchase rubber stamps. The invoice should be paid through use of a Field Purchase Order. As indicated on the form, the supplier can be contacted at 1-800-922-6868 for questions.

**15.7 Office Supplies**

The form to order office supplies is provided as Figure 15-9. Completion of this form is self-explanatory. The completed form is faxed to the number indicated on the form. Telephone numbers for contact persons are provided on the form.

**15.8 Sole Source Justification**

A sole source justification form is provided as Figure 15-10. Instructions for completion of this form are provided on the form. Completed forms should be attached to the applicable Purchase Requisition when it is forwarded to Purchasing Services.

**15.9 General Claim Form**

The General Claim form is not a Purchasing Services form; however, this Auditor-Controller form is used to effect payment for some contractual agreements. The General Claim form is used to effect payment for products or services provided through contracts with Auditor-Controller assigned contract numbers, court reporters, employee travel, insurance settlements, jury fees, refunds and witness fees.

**15.10 Disposition of Surplus Property for Disposal**

A form for declaring property as surplus is provided as Figure 15-11. Instructions for declaring property as surplus is contained in Section 12.0, Disposal of Surplus Personal Property and Purchase of Recycled Products.

**15.11 Transfer of Property from Surplus to Department**

A form for transferring surplus property from Central Stores to a department is provided as Figure 15-12. Instructions for use of this form are provided in Section 12.0, Disposal of Surplus Property and Purchase of Recycled Products.

**PARTIAL SHIPMENT PAYMENT RECORD**

|                                |  |            |  |
|--------------------------------|--|------------|--|
| (Attach to Invoice to be Paid) |  | DATE       |  |
| SUPPLIER NAME AND ADDRESS:     |  | P.O. NO.   |  |
|                                |  | DEPT. NO.  |  |
|                                |  | SUB-OBJECT |  |

| INVOICE NUMBERS | DATE | AMOUNT OF INVOICE |
|-----------------|------|-------------------|
|                 |      |                   |
|                 |      |                   |
|                 |      |                   |

**AMOUNT TO BE PARTIALLY PAID**

\$ \_\_\_\_\_. This amount represents payment for

|   |   |     |  |    |  |
|---|---|-----|--|----|--|
| Original Price of Purchase Order            | \$  |     |  |    |  |
| Less Previous Partial Payment               | \$  |     |  |    |  |
| Total Amount This Partial Payment           | \$  |     |  |    |  |
| Unpaid Balance Remaining after this Payment | \$  |     |  |    |  |
| Total Amount to be Paid                     | \$  |     |  |    |  |
| Payment Complete                            | <table border="1"> <tr> <td align="center">Yes</td> <td></td> <td align="center">No</td> <td></td> </tr> </table> | Yes |  | No |  |
| Yes   |   | No  |  |    |  |

I hereby certify that the above items have been received as specified and verified as to quantities and/or weights.

|                                 |  |      |  |
|---------------------------------|--|------|--|
| Signature                       |  | Date |  |
| Typed or Printed Name           |  |      |  |
| Typed or Printed Position Title |  |      |  |

FIGURE 15-7

# Butte County RUBBER STAMP ORDER FORM

## REQUISITIONER COMPLETES ONLY UNSHADED BLANKS

REQUISITION NUMBER

DATE

R=Regular SI=Self Inking PRE=Pre-Inked

| PAGE | ITEM# | STYLE (CIRCLE ONE) | CIRCLE INK COLOR            | QUANTITY | WHOLESALE | RETAIL |
|------|-------|--------------------|-----------------------------|----------|-----------|--------|
|      |       | R SI PRE           | RED BLACK BLUE GREEN PURPLE |          |           |        |
|      |       | R SI PRE           | RED BLACK BLUE GREEN PURPLE |          |           |        |
|      |       | R SI PRE           | RED BLACK BLUE GREEN PURPLE |          |           |        |
|      |       | R SI PRE           | RED BLACK BLUE GREEN PURPLE |          |           |        |
|      |       | R SI PRE           | RED BLACK BLUE GREEN PURPLE |          |           |        |
|      |       | R SI PRE           | RED BLACK BLUE GREEN PURPLE |          |           |        |

### SAMPLE OF STAMP(S):

#### SPECIAL INSTRUCTIONS

- SAMPLE ABOVE
- SAMPLE ON SEPARATE SHEET
- PRINT SIZE (See Custom Shapes)
- UPPER/LOWER CASE     ALL CAPS

TOTAL

TAX

SHIPPING CHARGE

GRAND TOTAL

DATE SHIPPED

#### SHIP TO:

|                 |                 |
|-----------------|-----------------|
|                 |                 |
|                 |                 |
|                 |                 |
| CUSTOMER        | BRANCH #        |
|                 |                 |
| ORDERED BY      | APPROVED BY     |
|                 |                 |
| PRINT SIGNATURE | PRINT SIGNATURE |
|                 |                 |
| PRINT TITLE     | PRINT TITLE     |
|                 |                 |
| TELEPHONE       | TELEPHONE       |
|                 |                 |

## FAX

COMPLETED ORDER TO:  
 FAX 530-893-1749 or FAX 1-800-772-5612  
 Or Mail to: Recognition Products  
 P. O. Box 116, Chico, CA 95927

**Questions? 1-800-922-6868**

FIGURE 15-8



**BUTTE COUNTY**

BX=BOX      DZ=DOZEN  
 EA=EACH     HU=100  
 M=1,000    ST=SET  
 PK=PACK    PR=PAIR  
 RL=ROLL

**Office DEPOT.**

Business Services Division  
 JUDY ANDERSON, SALES REPRESENTATIVE  
 JANNA WATSON, CUSTOMER SERVICE SUPPORT  
 800-928-0171 FAX: 800-928-3409

**STOCKLESS OFFICE SUPPLY REQUISITION**

| ACCOUNT #   |         | APPRO #                                  |                       | REQ NAME  |         | REQ #  |        |             |       |
|---|---------|--|-----------------------|---|---------|--|--------|-------------|-------|
| AUTHORIZATION   |         |  |                       | PHONE NUMBER  |         |  |        |             |       |
| SPECIAL SHIPPING INSTRUCTIONS (UP TO 30 CHARACTERS)           |         |  |                       |   |         |  |        |             |       |
| QTY   | UM      | ITEM #                                   | DESCRIPTION           | PRIC E  | QTY     | UM   | ITEM # | DESCRIPTION | PRICE |
| <b>BINDERS-INDEX DIVIDERS-SHEET PROTECTORS-REINFORCEMENTS</b> |         |  |                       | <b>MARKERS (cont)</b>                                 |         |  |        |             |       |
| EA  | 492-405 | Binder, Ring, letter, 1", 2pkt, black    | 0.89                  | EA  | 926-360 | Highlighter, blue                            | 0.17   |             |       |
| EA  | 235-408 | Binder, Ring, letter, 1.5", 2pkt, black  | 1.60                  | EA  | 926-345 | Highlighter, yellow                          | 0.17   |             |       |
| EA  | 493-122 | Binder, Ring, letter, 2", 2pkt, black    | 1.78                  | <b>PADS - POST-IT - WRITING, SCRATCH, STAMP, TELE</b> |         |  |        |             |       |
| EA  | 729-525 | Binder, Vu, letter, 1", clear over white | 1.88                  | PK  | 368-720 | Post-it, highland, 1.5X2, yellow             | 0.61   |             |       |
| EA  | 729-624 | Binder, Vu, letter, 2", clear over white | 2.98                  | PK  | 368-738 | Post-it, highland, 3X3, yellow               | 2.76   |             |       |
| ST  | 103-481 | Index, rg bk, 11X8.5, A-Z, black         | 1.90                  | PK  | 368-746 | Post-it, highland, 3X5, yellow               | 1.82   |             |       |
| ST  | 933-598 | Index, rg bk, 5 tab, ltr, clear          | 0.17                  | EA  | 112-557 | Pad, ruled, lgl, white                       | 0.29   |             |       |
| BX  | 320-564 | Sheet protector, side, clear poly, pr2   | 0.54                  | DZ  | 581-371 | Pad, ruled, perf, 8.5X11, white              | 4.68   |             |       |
| PK  | 235-176 | Reinforcements, permnent, white 200/pk   | 0.32                  | DZ  | 307-629 | Pad, scratch, 3X5, white, 100 shts/pd        | 1.92   |             |       |
| <b>BOOKS</b>  |         |  |                       | DZ  | 307-744 | Pad, scratch, 4X6, white, 100 shts/pd        | 2.82   |             |       |
| EA  | 245-934 | Book, composition, 11X8.5, wide ruled    | 0.66                  | DZ  | 307-868 | Pad, scratch, 5X8, white, 100 shts/pd        | 4.74   |             |       |
| EA  | 666-552 | Book, steno, Gregg, eye-ease, 80pg.      | 0.28                  | DZ  | 307-264 | Pad, While-U-Out, 4X5, pink                  | 1.07   |             |       |
| EA  | 910-018 | Dictionary, Webster New Collegiate       | 4.12                  | <b>PENS/PENCILS</b>                                   |         |  |        |             |       |
| <b>CLIPS - PAPER/BINDER</b>                                   |         |  |                       | EA  | 925-289 | Pen, ball point, refillable, med, black      | 0.60   |             |       |
| BX  | 686-030 | Clip, binder, large, black, 12/bx        | 0.74                  | EA  | 925-305 | Pen, ball point, refillable, med, blue       | 0.60   |             |       |
| BX  | 107-177 | Clip, binder, medium, black, 12/bx       | 0.27                  | EA  | 925-321 | Pen, ball point, refillable, med, red        | 0.60   |             |       |
| BX  | 107-151 | Clip, binder, small, blk, 12/bx          | 0.12                  | EA  | 924-753 | Pen, rolling ball, fine, black               | 0.80   |             |       |
| M   | 808-881 | Clip, paper, reg., world, #1             | 0.60                  | DZ  | 181-636 | Pen, stick, Write Bros., fine, black         | 0.46   |             |       |
| HU  | 240-663 | Clip, paper, reg., world, #1             | 0.06                  | DZ  | 181-610 | Pen, stick, Write Bros., fine, blue          | 0.46   |             |       |
| M   | 808-907 | Clip, paper, jumbo, world                | 1.70                  | DZ  | 181-628 | Pen, stick, Write Bros., fine, red           | 0.46   |             |       |
| HU  | 283-796 | Clip, paper, jumbo, world                | 0.17                  | DZ  | 181-594 | Pen, stick, Write Bros., med, black          | 0.50   |             |       |
| <b>ENVELOPES - CLASP</b>                                      |         |  |                       | DZ  | 181-578 | Pen, stick, Write Bros., med, blue           | 0.50   |             |       |
| BX  | 844-787 | #10, 24#, white, window                  | 6.16                  | DZ  | 181-586 | Pen, stick, Write Bros., med, red            | 0.50   |             |       |
| BX  | 348-201 | #10, 24#, white wove                     | 4.03                  | DZ  | 339-861 | Pencil, Classmate, #2                        | 0.17   |             |       |
| BX  | 942-656 | Clasp, 32#, 10X13, 1c/bx                 | 5.98                  | DZ  | 339-879 | Pencil, Classmate, #2.5                      | 0.29   |             |       |
| BX  | 942-664 | Clasp, 32#, 10X15, 1c/bx                 | 2.76                  | DZ  | 339-887 | Pencil, Classmate, #3                        | 0.20   |             |       |
| BX  | 942-573 | Clasp, 32#, 6 1/2X9 1/2, 1c/bx           | 1.45                  | <b>RUBBERBANDS/RULER/SHARPENER/SHEARS</b>             |         |  |        |             |       |
| BX  | 844-738 | Clasp, 28#, 9X12, 1c/bx                  | 3.07                  | BX  | 909-549 | Rubberband, #14, Advantage, 1lb/bx           | 1.04   |             |       |
| BX  | 348-367 | 24#, 6 3/4, white wove                   | 2.28                  | BX  | 909-572 | Rubberband, #19, Advantage, 1lb/bx           | 1.04   |             |       |
| <b>FASTENERS</b>  |         |  |                       | BX  | 987-289 | Rubberband, #33, Advantage, 1lb/bx           | 1.04   |             |       |
| BX  | 102-582 | Fastener base, 2.75ccX1", 1c/bx          | 0.82                  | BX  | 909-598 | Rubberband, #54, Adv., asst, 1lb/bx          | 1.04   |             |       |
| BX  | 102-624 | Fastener base, 2.75ccX2", 1c/bx          | 1.15                  | EA  | 106-823 | Ruler, steel, non-slip, flex 12"             | 1.73   |             |       |
| <b>FILES</b>  |         |  |                       | EA  | 106-955 | Ruler, 12", metal edge, 1/16 metric          | 0.38   |             |       |
| EA  | 940-429 | File, storage, 12.25X10.75X24.5          | 2.33                  | PR  | 909-887 | Shears, economy, 7" trimmer                  | 0.95   |             |       |
| EA  | 940-320 | File, storage, recycled, ltr/lgl         | 1.07                  | <b>STAPLES/STAPLERS/REMOVER</b>                       |         |  |        |             |       |
| <b>FLUID - CORRECTION - NON TOXIC</b>                         |         |  |                       | EA  | 685-925 | Remover, punch style                         | 0.11   |             |       |
| EA  | 909-119 | Multi-purpose, white                     | 0.13                  | EA  | 696-955 | Stapler, desk, standard, fullstrip, black    | 1.29   |             |       |
| <b>FOLDERS</b>  |         |  |                       | BX  | 908-640 | Staples, heavy duty, 3/8" 1m/bx, SF1         | 1.11   |             |       |
| BX  | 808-303 | File, lgl, 1/3 assorted, mla, 1c/bx      | 3.13                  | BX  | 908-624 | Staples, heavy duty, 1/2", 1m/bx, SF1        | 0.87   |             |       |
| BX  | 316-356 | File, ltr, 1/5, mla, 1c/bx               | 2.37                  | BX  | 207-902 | Staples, standard, chisel point, 1/4", 5m/bx | 0.25   |             |       |
| BX  | 811-018 | Hanging, lgl, 1/5, asst, 25/bx           | 2.64                  | <b>TAPE</b>   |         |  |        |             |       |
| BX  | 810-994 | Hanging, ltr, 1/5, asst, 25/bx           | 2.07                  | RL  | 101-725 | Correction tape, 1 line, 1/4X600             | 0.12   |             |       |
| BX  | 102-210 | Ltr, 1/3 cut, mla, 1c/bx                 | 2.43                  | RL  | 101-733 | Correction tape, 2 line, 2/6X600             | 0.18   |             |       |
| EA  | 102-491 | Frame, hang, folder, lgl, C443           | 0.36                  | EA  | 173-351 | Dispenser, space saver, putty                | 1.31   |             |       |
| EA  | 102-483 | Frame, hang, Folder, ltr, C442           | 0.35                  | RL  | 173-195 | Tape, glass filament, 3/4SX72yd              | 1.84   |             |       |
| <b>LABELS - FOLDERS/TAB</b>                                   |         |  |                       | RL  | 910-430 | Tape, hyland, mending, 3/4"X36yd             | 0.28   |             |       |
| BX  | 944-272 | Label, file folder, laser, white, 150/bx | 18.35                 | RL  | 666-511 | Tape, masking, hiland, 2"X60yd               | 0.30   |             |       |
| BX  | 573-139 | Label, tab, 3.5X15/16, 1/acrs, white     | 12.84                 | RL  | 666-537 | Tape, school masking, 1"X60yd                | 0.22   |             |       |
| PK  | 102-855 | Label, 4X2, movable, white, 120/bx       | 1.04                  | <b>MISCELLANEOUS</b>                                  |         |  |        |             |       |
| PK  | 400-812 | Label, copier, 1X2.75, 3300/pk           | 9.88                  | RL  | 697-565 | Add roll, 2 1/4X150", white, 16#             | 0.13   |             |       |
| <b>MARKERS</b>  |         |  |                       | EA  | 106-807 | Moistener, fingertip, Gatherett              | 0.15   |             |       |
| EA  | 927-012 | Chisel tip, large econ., black           | 0.06                  | EA  | 684-472 | Opener, letter, bent, chrome finish          | 0.13   |             |       |
| EA  | 925-719 | Fiber tip, Superiter, black              | 0.06                  | PK  | 990-853 | Card, index, 3X5, plain white                | 0.16   |             |       |
| EA  | 925-727 | Fiber tip, Superiter, red                | 0.06                  | PK  | 990-721 | Card, index, 3X5, ruled, white               | 0.17   |             |       |
| <b>ADDITIONAL ITEMS</b>                                       |         |  |                       |   |         |  |        |             |       |
| QTY   | U/M     | ITEM #                                   | DESCRIPTION           | PRIC E  | QTY     | U/M  | ITEM # | DESCRIPTION | PRICE |
|   | EA      | BSDCAT                                   | CATALOG, GENERAL LINE | N/C   |         |  |        |             |       |

FIGURE 15-9

## SOLE SOURCE JUSTIFICATION/APPROVAL

|   |  |
|---|--|
| <b>Supplier Name:</b>   |  |
| <b>Street Address:</b>  |  |
| <b>City/State/ZIP:</b>  |  |
| <b>Telephone:</b>   |  |
| <b>General Description of Commodity or Service to be Purchased:</b> |  |
|   |  |

**INSTRUCTIONS:** Please initial all entries below that apply to the proposed purchase. Attach additional information or support documentation if needed. More than one entry will apply to most sole source justifications.

| SOLE SOURCE JUSTIFICATION      |          |  |
|--------------------------------|----------|--|
| ITEM                           | INITIALS | JUSTIFICATION  |
| 1                              |          | Purchase is required from the original manufacturer or provider. If this item is initialed, Item 4 below must also be initialed.   |
| 2                              |          | Purchase is required from the only Butte County area distributor of the original manufacturer or provider. If this item is initialed, Item 4 below must also be initialed  |
| 3                              |          | Parts or equipment are not interchangeable with similar part from another manufacturer. If this item is initialed, please explain below (attach additional sheet if needed).   |
| <b>Explanation:</b>            |          |  |
| 4                              |          | This is the only known product or service that will meet the specialized needs of this department or perform the intended function. If this item is initialed, please explain below (attach additional sheet if needed). |
| <b>Explanation:</b>            |          |  |
| 5                              |          | Parts or equipment are required from this supplier to provide standardization. If this item is initialed, please explain below (attach additional sheet if needed).  |
| <b>Explanation:</b>            |          |  |
| 6                              |          | None of the above apply. A detailed justification for this sole source purchase is provided below (Attach additional sheet if needed):   |
| <b>Detailed Justification:</b> |          |  |

On the basis of the foregoing, I recommend that competitive procurement be waived and that the product or service on the attached Purchase Requisition be purchased on a sole source basis. I understand that I may be required to provide a detailed cost estimate since price reasonableness will not be established through the competitive process.

| DEPARTMENT NAME | AUTHORIZED SIGNATURE | DATE |
|-----------------|----------------------|------|
|                 |                      |      |

|   |   |      |  |
|---|---|------|--|
| <b>APPROVAL BY PURCHASING SERVICES (Approval by General Services Director Required for Consultants)</b> |   |      |  |
| Based on the above justification:   |   |      |  |
|   | I hereby approve the purchase of this product or service on a sole source basis.        |      |  |
|   | I recommend that the Board of Supervisors approve this purchase on a sole source basis. |      |  |
| Signature   |   | Date |  |

FIGURE 15-10

## DECLARATION OF SURPLUS PROPERTY FOR DISPOSAL

**If there are any other special circumstances surrounding the sale of the surplus property, please advise General Services at the earliest possible date.** General Services is responsible for disposal or sale of surplus property. Complete procedures are provided in Section 12.0, of the Contracts/Purchasing Policy & Procedure Manual. If surplus property has no resale value, departments should properly dispose of the property rather than turn it over to General Services. Surplus property should normally be delivered to Central Stores with a fully completed Declaration of Surplus Property for Disposal form. Please contact Central Stores at 538-7625 prior to delivering the surplus property for disposal. If there are special circumstances, such as a large quantity of surplus property, computer equipment, vehicles, fixed assets or restrictions on use of the proceeds from the sale of the property, please provide the pertinent information in the spaces provided below:

|   |                            |
|---|----------------------------|
| Department's Single Point of Contact Person | Contact's Telephone Number |
|---|----------------------------|

**List Surplus Computer Equipment Below. (Section 12.2, Contracts/Purchasing Manual) Departments are responsible for ensuring that sensitive information has been completely erased from memory. If the operating system was purchased with the equipment, the operating system should remain in the computer to maximize resale value.**

| Quantity | Description (Include Chip Speed & Memory Capacity if Applicable) | Condition of Equipment |
|----------|--|------------------------|
|          |  |                        |
|          |  |                        |
|          |  |                        |
|          |  |                        |

**List Vehicles Below. (Section 12.3, Contracts/Purchasing Manual) Departments are responsible for sending a memorandum to the Auditor-Controller indicating their intention to declare vehicles as surplus. The Auditor-Controller will issue an Equipment Transfer (ET) to transfer the equipment to Purchasing Services. The department should then provide Purchasing with a list of vehicles to be declared surplus. Upon receipt of the list of equipment to be declared surplus and copies of ETs, Purchasing Services will prepare an agenda item to have the vehicles declared surplus by the Board of Supervisors**

| Make | Model | Year | Ending Mileage | County Number | Reason Declared Surplus |
|------|-------|------|----------------|---------------|-------------------------|
|      |       |      |                |               |                         |
|      |       |      |                |               |                         |
|      |       |      |                |               |                         |

**List Fixed Assets (Other than Vehicles) Below. (Section 12.4, Contracts/Purchasing Manual) If surplus fixed assets are included on the Auditor's Fixed Asset Inventory, the department is responsible for preparation of an agenda item to have the fixed assets declared surplus by the Board of Supervisors. Following the Board's declaration that the fixed assets are surplus, the department shall remove all fixed asset tags and deliver the fixed assets (along with a completed Declaration of Surplus Property for Disposal form and the ET) to Central Stores.**

| Quantity | Description (Include Fixed Asset Number) | Condition of Fixed Asset |
|----------|--|--------------------------|
|          |  |                          |
|          |  |                          |
|          |  |                          |

**List Other Surplus Property Below. (If there is insufficient space, please use additional sheets)**

| Quantity | Description | Condition of Surplus Property |
|----------|-------------|-------------------------------|
|          |             |                               |
|          |             |                               |
|          |             |                               |

Proceeds from the sale of surplus property are returned to the General Fund unless there are restrictions on the use of the proceeds. **If there are any restrictions on the use of the proceeds from selling the surplus property (such as reimbursement to a Grantor) please describe the restrictions on a separate sheet and provide the account number where the proceeds need to be deposited.**

Surplus is normally stored at Central Stores. **If the surplus property is too bulky for storage at Central Stores, the department should make arrangements for alternative storage arrangements and notify General Services as to the location of the surplus property.**

Departments are normally responsible for transporting surplus property to Central Stores. **If the department is not capable of transporting the surplus property, Central Stores will provide assistance if personnel and equipment resources are available.**

Surplus sales are normally conducted at Central Stores, a private sector auctioneer's facility, or at office space that is being vacated or renovated. **If there are special circumstances that make it impractical to conduct the sale at such a facility, contact General Services to discuss alternative locations for conducting the sale.**

|                                  |                                       |             |
|----------------------------------|---------------------------------------|-------------|
| Department Head or Designee Name | Department Head or Designee Signature | Date Signed |
|----------------------------------|---------------------------------------|-------------|

FIGURE 15-11



**STANDARD REQUEST FOR PROPOSALS AND AGREEMENTS**

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**16.0 STANDARD REQUEST FOR PROPOSALS AND AGREEMENTS**

General Services is responsible for preparing and providing standard contracting documentation for use by all Butte County departments. Although samples of such standard contracting documentation are included in this section of the Contracts/ Purchasing Policy and Procedures Manual, additional standard documents as well as the most current versions of the following standard documents are posted on the County's backbone. County departments shall use the most recent versions of these standard documents that are posted on the backbone in All Public Folders at General Services\Administration-General Services.

- 16.1 Request for Proposals (RFP).** When preparing a Request for Proposals (RFP), departments should tailor the text of the RFP to match the work to be performed by the contractor or consultant. The elements to be included in every RFP are described in Section 14.1(b), Format for RFP Document. A sample RFP is included as Figure 16-1.
- 16.2 Short Form Agreement – Greater than \$25,000.** This is the default short form agreement (Figure 16-2) for contracts equal to or greater than \$25,000. There are additional more specialized short form agreements available on the backbone.
- 16.3 Short Form Agreement – \$25,000 or Less.** This is the default short form agreement (Figure 16-3) for contracts less than \$25,000. There are more specialized short form agreements available on the backbone. The short form agreement for contracts under \$25,000 has a space for County Counsel review. However, this review is automatically waived by County Counsel per Section 2.7 of this manual if the total price of the agreement is \$5,000 or less, the department uses the standard Short Form Agreement, there are no unauthorized changes to the Terms & Conditions and Insurance Requirements, and there are no contractor terms & conditions included in the agreement.
- 16.4 Small Projects Agreement – Greater than \$25,000.** The Small Projects Agreement was developed for public projects (such as repair or renovation of buildings) and is used primarily by Purchasing Services, Facilities Services, Public Works and Communications. However, departments that contract for public projects in leased buildings may also use one of the Small Projects Agreements. The version of this agreement for contracts greater than or equal to \$25,000 differs from the version for contracts less than \$25,000 only in that the higher dollar value agreement includes copies of performance bonds that are required for public projects at the \$25,000 threshold. A sample Small Projects Agreement – Greater than or Equal to \$25,000 is included as Figure 16-4.
- 16.5 Small Projects Agreement – \$25,000 or Less.** The purpose of the Small Projects Agreement is described in 16.4 above. A sample Small Projects Agreement – Less than \$25,000 is included as Figure 16-5.
- 16.6 Expert Witness Agreement.** The Expert Witness Agreement was developed solely for use by the District Attorney's Office. A sample Expert Witness Agreement is included as Figure 16-6.

**FIGURE 16-1  
SAMPLE REQUEST FOR PROPOSALS**

**COUNTY OF BUTTE**

**REQUEST FOR PROPOSALS**

***[INSERT PROJECT TITLE]***  
***Butte County [Insert Department Name]***

***Butte County [Insert Department Name]***  
***[Street Address]***  
***[City, State & ZIP+4]***  
***(530) [xxx-xxxx]***  
***FAX (530) [xxx-xxxx]***

***[Insert Date of RFP]***

**FIGURE 16-1  
SAMPLE REQUEST FOR PROPOSALS**

**COUNTY OF BUTTE  
REQUEST FOR PROPOSALS – [INSERT PROJECT TITLE]  
Butte County [Insert Department Name]  
[Insert City], California**

**INTRODUCTION**

The County of Butte is seeking a firm to [Insert Short Description of Project].

Butte County intends to award a contract to a firm that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm will be required to enter into a contract with the County for the services requested in this RFP within a reasonable time after award. A firm submitting a proposal must be prepared to use the County's standard contract form rather than its own contract form. The contract will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior approval; (3) no payment without prior approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the County; (7) approval by the County of any subcontractors; and (8) minimum appropriate insurance requirements. A Model Agreement is attached as Attachment I to this RFP. The County intends to award a contract substantially in the form of the Model Agreement to the selected contractor.

**BACKGROUND**

[Insert a Paragraph or Two to Describe Background Leading to Need to Pursue this Project]

**SCOPE OF SERVICES**

**Overview.** [Insert General Overview of Scope of Services to be Provided by Contractor]

1. [Insert More Detailed Task Included in Scope of Services]
2. [Insert Another More Detailed Task Included in Scope of Services]
3. [Continue to Insert More Detailed Tasks Until Scope of Services is Complete]

**FORMAT FOR PROPOSALS**

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point.

**FIGURE 16-1**  
**SAMPLE REQUEST FOR PROPOSALS**

**A. County Contact Person:**

Submit one signed, unbound original and four (4) complete copies of the submittal to:

[Name & Title of Contact Person]

County of Butte

[Street Address]

[City, State & ZIP+4]

This person will serve as the County's contact person for this project who will also respond directly with the contractor's project manager for questions, inquiries, and coordination.

**B. Mandatory Content and Sequence of Submittal:**

1. Cover Letter

Section 1 shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the organization submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the organization, the firm's federal tax ID number and a list of subcontractors, if any. The cover letter shall include a statement that the proposal is valid for 60 days after receipt.

2. Table of Contents

Section 2 shall be a detailed Table of Contents and shall include an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

3. Contractor Capabilities

Section 3 shall be a maximum of six pages entitled "Contractor Capabilities", and shall include a description of the proposing firm's resources, experience, and capabilities as listed below for successfully developing and completing this project as well as resumes of the staff to be assigned to the project. Submit in the order identified below:

a. **Background and Experience.** In this section, describe your firm's background, its organizational structure, identify decision-making roles, and why this is advantageous to the project. Describe the roles and background of the design team leader and key team members. Describe the firm's demonstrated experience in providing similar services.

b. **Key Personnel.** Provide resumes describing the background and qualifications of key personnel your firm would use on this project, including any subcontractors that are considered as key personnel on this project.

c. **Scheduling.** Delineate the project scheduling process your firm uses. Use some or all of the projects in the Experience Summary section, as well as other projects (if necessary), as specific examples, which demonstrate your ability to deliver your work on time.

**FIGURE 16-1**  
**SAMPLE REQUEST FOR PROPOSALS**

4. Firm's Experience Summary

Section 4 shall be a maximum of eight pages entitled "Firm's Experience Summary" (please limit to three (3) projects), and shall briefly describe related past projects completed along with a discussion comparing similarities with this proposed project. Section 4 shall also contain professional references, including names and telephone numbers for each sample project.

5. Work Plan

Section 5 shall be a maximum of six pages entitled "Work Plan", and will outline how the contractor's team intends to prepare and complete all tasks identified in their proposal, and anticipated timelines for each task for this project.

6. Cost

The cost portion of the proposal shall be for a firm price that identifies a breakout of the pricing for each element of the proposed project.

If an hourly rate is quoted, the anticipated total number of hours should be included along with a not-to-exceed price for the project.

7. Draft Scope of Work

Contractors should submit a draft Scope of Work that is intended to be incorporated as Attachment II in the resultant agreement.

**SELECTION PROCESS**

The selection committee may include representatives from **the [Insert departments that will participate in evaluation of proposals]** and selected County departments. The criteria for selecting the contractor recommended for selection by the Board of Supervisors is provided below:

- (1) Reputation and Experience. Does the contractor have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does the contractor have sufficient experience in the kind of work required?
- (2) Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job?
- (3) Understanding of the Problem. Does the firm understand the issues and has it developed a relevant and effective approach?
- (4) Proximity of the Firm. Other factors being equal or relatively insignificant, the County shall strive to retain firms based in the local area, especially Butte County firms.
- (5) Financial Stability of the Firm. Does the firm have financial strength and stability?

**FIGURE 16-1**  
**SAMPLE REQUEST FOR PROPOSALS**

- (6) Cost. Is the cost reasonable for the proposed task, and is the cost within the budget for this project?

Selection will consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified contractors. Level II will be used to select the finalist. This level may include a request for a presentation from the finalists, proposal fact-finding and negotiation of contract terms and conditions.

**COUNTY NOTICES**

Any questions related to this RFP are to be directed to the county contact person identified above. Do not contact other County personnel or selection committee members regarding this project or the selection procedures.

All proposing firms responding to this RFP should note the following:

- A. All work performed for Butte County, including all documents associated with the project, shall become the exclusive property of Butte County.
- B. Butte County reserves the right to:
  - 1. Reject any or all submittals;
  - 2. Request clarification of any submitted information;
  - 3. Waive any informalities or irregularities in any qualification statement;
  - 4. Not enter into any agreement;
  - 5. Not to select any firm;
  - 6. Cancel this process at any time;
  - 7. Amend this process at any time;
  - 8. Interview firms prior to award;
  - 9. Negotiate with companies submitting proposals;
  - 10. To award more than one contract if it is in the best interest of the County;
  - 11. To issue similar RFPs or RFQs in the future; or
  - 12. To request additional information during the interview.
- C. The selected firm is expected to perform and complete the project in its entirety.
- D. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by Butte County.

**MODEL AGREEMENT**

The firm selected shall be expected to execute a contract substantially as the one included as Exhibit A.

**TIMING AND SCHEDULE**

***All responses to this RFP must be submitted on or before [Insert time of day] p.m. on [Insert day of week], [Insert Month, Day & Year]. There will not be a public opening of the proposals***



**FIGURE 16-1  
SAMPLE REQUEST FOR PROPOSALS**

**ATTACHMENT I**

**STANDARD INSURANCE REQUIREMENTS**

**A. MINIMUM LIMITS OF INSURANCE.**

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2 million. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this agreement, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 per occurrence.
- 4.) **Professional Liability Insurance (Delete if not contracting for professional services)**  
Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 million per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**C. OTHER INSURANCE PROVISIONS.**

1. General Liability insurance policies shall be endorsed to state:
  - a.) The County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

**FIGURE 16-1**  
**SAMPLE REQUEST FOR PROPOSALS**

- b.) Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c.) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 2. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in C1 above.

**D. ACCEPTABILITY OF INSURERS.**

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

**E. VERIFICATION OF COVERAGE.**

Contractor shall furnish the County **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

**F. SUBCONTRACTORS.**

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

**FIGURE 16-1  
SAMPLE REQUEST FOR PROPOSALS**

**Attachment II**

**Scope of Work**

**FIGURE 16-1**  
**SAMPLE REQUEST FOR PROPOSALS**

**Attachment III**

**TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment II – Scope of Work" which is made a part of this Agreement.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.
5. **Confidentiality and Ownership.** The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.
6. **Termination.** This Agreement may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Agreement shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Agreement.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Agreement.
9. **Changes to the Agreement.** Changes to this Agreement may only be approved by written amendment to this Agreement.
10. **Contractor's Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

**FIGURE 16-1**  
**SAMPLE REQUEST FOR PROPOSALS**

11. **Termination for Exceeding Maximum Level of Expenditures.** Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services agreements or the amount prescribed by Public Contract Code Section 22032 (b) for public works agreements.
12. **Termination for Exceeding Maximum Term.** Agreements exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Agreement shall automatically terminate on the date that the term exceeds three years. Amendments to this Agreement, or new Agreements for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the County of Butte.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Agreement, these Attachment III TERMS AND CONDITIONS shall prevail.

**FIGURE 16-2  
SHORT FORM AGREEMENT – GREATER THAN OR EQUAL TO \$25,000**

**AGREEMENT**

This Agreement, dated as indicated in the following variable information table is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

| VARIABLE INFORMATION TABLE            |  |             |   |               |             |
|---------------------------------------|--|-------------|---|---------------|-------------|
| Date of Agreement                     |  |             | County Department   |               |             |
| Completion Date                       |  |             | F.O.B. Point  |               |             |
| Terms                                 | Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks) |             |   |               |             |
| Price                                 |  | Fixed Price | Annual Price  | Monthly Price | Hourly Rate |
| Not-to-Exceed Price                   |  |             | <input type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate |               |             |
| <b>Contractor Contact Information</b> |  |             | <b>County Contact Information</b>   |               |             |
| Contractor                            |  |             | Project Manager   |               |             |
| Address                               |  |             | Address   |               |             |
| City, State & ZIP                     |  |             | City, State & ZIP   |               |             |
| Telephone                             |  |             | Telephone   |               |             |
| Fed Tax ID or SSN                     |  |             | Facsimile   |               |             |

**WHEREAS**, County, through the County Department identified above, desires to have work described in the Attachment II - Scope of Work; and

**WHEREAS**, Contractor possesses the necessary qualifications to perform the work described herein.

**NOW THEREFORE BE IT AGREED** between the parties to this Agreement that this Agreement is subject to the provisions contained in "Attachment I – Insurance Requirements for County Contracts", "Attachment II – Scope of Work" and "Attachment III – Terms and Conditions" which are made a part of this Agreement. Should there be any conflicts between this Agreement and the three attachments that are incorporated herein, precedence shall first be given to the provisions of this Agreement followed, in descending order, as indicated below:

- Attachment III – Terms and Conditions
- Attachment I – Insurance Requirements for County Contracts
- Attachment II – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment III – Terms and Conditions and/or the Attachment I – Insurance Requirements for County Contracts.

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This Agreement and its three Attachments represent the entire undertaking between the parties.

**COUNTY**

**CONTRACTOR**

\_\_\_\_\_  
R.J. Beeler, Chair  
Butte County Board of Supervisors

REVIEWED AS TO FISCAL AND  
BUDGETARY CONTROL  
Butte County Auditor-Controller

\_\_\_\_\_  
**COUNTY**

REVIEWED AS TO FORM  
Butte County Counsel

By \_\_\_\_\_

By \_\_\_\_\_

**FIGURE 16-2**  
**SHORT FORM AGREEMENT – GREATER THAN OR EQUAL TO \$25,000**

**ATTACHMENT I**

**STANDARD INSURANCE REQUIREMENTS**

**A. MINIMUM LIMITS OF INSURANCE.**

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2 million. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this agreement, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 per occurrence.
- 4.) **Professional Liability Insurance (Delete if not contracting for professional services)**  
Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 million per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**C. OTHER INSURANCE PROVISIONS.**

1. **General Liability insurance policies shall be endorsed to state:**
  - a). The County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

**FIGURE 16-2**  
**SHORT FORM AGREEMENT – GREATER THAN OR EQUAL TO \$25,000**

- b) Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in C1 above.

**D. ACCEPTABILITY OF INSURERS.**

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

**E. VERIFICATION OF COVERAGE.**

Contractor shall furnish the County **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

**F. SUBCONTRACTORS.**

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

**FIGURE 16-2**  
**SHORT FORM AGREEMENT – GREATER THAN OR EQUAL TO \$25,000**

**Attachment II**

**Scope of Work**

**FIGURE 16-2**  
**SHORT FORM AGREEMENT – GREATER THAN OR EQUAL TO \$25,000**

**Attachment III**

**TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment II – Scope of Work” which is made a part of this Agreement.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.
5. **Confidentiality and Ownership.** The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.
6. **Termination.** This Agreement may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Agreement shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Agreement.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Agreement.
9. **Changes to the Agreement.** Changes to this Agreement may only be approved by written amendment to this Agreement.
10. **Contractor’s Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all of Contractor’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

**FIGURE 16-2**  
**SHORT FORM AGREEMENT – GREATER THAN OR EQUAL TO \$25,000**

11. **Termination for Exceeding Maximum Level of Expenditures.** Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services agreements or the amount prescribed by Public Contract Code Section 22032 (b) for public works agreements.
12. **Termination for Exceeding Maximum Term.** Agreements exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Agreement shall automatically terminate on the date that the term exceeds three years. Amendments to this Agreement, or new Agreements for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the County of Butte.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Agreement, these Attachment III TERMS AND CONDITIONS shall prevail.



**FIGURE 16-3**  
**SHORT FORM AGREEMENT – \$25,000 OR LESS**

**ATTACHMENT I**

**STANDARD INSURANCE REQUIREMENTS**

**A. MINIMUM LIMITS OF INSURANCE.**

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2 million. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this agreement, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 per occurrence.
- 4.) **Professional Liability Insurance (Delete if not contracting for professional services)**  
Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 million per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**C. OTHER INSURANCE PROVISIONS.**

1. General Liability insurance policies shall be endorsed to state:
  - a). The County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

**FIGURE 16-3**  
**SHORT FORM AGREEMENT – \$25,000 OR LESS**

- b). Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - c). Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in C1 above.

**D. ACCEPTABILITY OF INSURERS.**

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

**E. VERIFICATION OF COVERAGE.**

Contractor shall furnish the County **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

**F. SUBCONTRACTORS.**

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

**FIGURE 16-3  
SHORT FORM AGREEMENT – \$25,000 OR LESS**

**Attachment II**

**Scope of Work**

**FIGURE 16-3**  
**SHORT FORM AGREEMENT – \$25,000 OR LESS**

**Attachment III**

**TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment II – Scope of Work” which is made a part of this Agreement.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.
5. **Confidentiality and Ownership.** The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.
6. **Termination.** This Agreement may be terminated by either the County or Contractor by a thirty day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Agreement shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Agreement.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Agreement.
9. **Changes to the Agreement.** Changes to this Agreement may only be approved by written amendment to this Agreement.
10. **Contractor’s Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all of Contractor’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

**FIGURE 16-3**  
**SHORT FORM AGREEMENT – \$25,000 OR LESS**

11. **Termination for Exceeding Maximum Level of Expenditures.** Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services agreements or the amount prescribed by Public Contract Code Section 22032 (b) for public works agreements.
12. **Termination for Exceeding Maximum Term.** Agreements exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Agreement shall automatically terminate on the date that the term exceeds three years. Amendments to this Agreement, or new Agreements for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the County of Butte.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Agreement, these Attachment III TERMS AND CONDITIONS shall prevail. Butte County prohibits the installation of asbestos containing material on its property or in its facilities. No asbestos containing materials may be installed on or in County owned property or in County owned facilities without the express written consent from the General Services Director defining the specific item and quantity. Contractors that install asbestos containing material either knowingly or inadvertently without the written consent of the General Services Director shall be responsible for the cost of removal of the asbestos containing materials as well as the replacement of the asbestos containing material with non asbestos containing material and any expenses incurred by the County including medical expenses and future liability relating to the asbestos containing material.



**FIGURE 16-4**  
**SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

**ATTACHMENT I**

**STANDARD INSURANCE REQUIREMENTS**

**A. MINIMUM LIMITS OF INSURANCE.**

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2 million. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this agreement, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 per occurrence.
- 4.) **Professional Liability Insurance (Delete if not contracting for professional services)**  
Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 million per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**C. OTHER INSURANCE PROVISIONS.**

1. General Liability insurance policies shall be endorsed to state:
  - a). The County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

**FIGURE 16-4**  
**SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

- b). Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - c). Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in C1 above.

**D. ACCEPTABILITY OF INSURERS.**

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

**E. VERIFICATION OF COVERAGE.**

Contractor shall furnish the County **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

**F. SUBCONTRACTORS.**

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

**FIGURE 16-4**  
**SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

Revised 10/13/03

Page 2 of 2

**FIGURE 16-4  
SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

**Attachment II**

**Scope of Work**

**FIGURE 16-4**  
**SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment II – Scope of Work” which is made a part of this Agreement.
2. **Reimbursement.** The work shall be performed for the fixed price indicated above in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.
5. **Confidentiality and Ownership.** The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.
6. **Term and Termination.** The term of this agreement shall begin upon the County’s issuance of the Notice to Proceed. Should this Agreement be terminated for any reason, authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Agreement shall expire following the number of calendar days indicated above in the variable information table after the Contractor receives the Notice to Proceed that was issued by the County.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Agreement.
9. **Changes to the Agreement.** Changes to this Agreement may only be approved by written amendment to this Agreement.
10. **Contractor’s Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all of Contractor’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

**FIGURE 16-4**  
**SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

11. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
12. **Applicable Law and Forum.** This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the County of Butte.
13. **Miscellaneous Provisions.**
  - a. Butte County is exempted from payment of Federal Excise Tax. No Federal tax shall be included in the price. The Contractor and Subcontractors shall pay all state and federal taxes upon labor or materials involved in their branch of the Work, cost of same to be included in the agreement price.
  - b. The County reserves the right to cancel this order if the project is not completed as directed and within the time specified. In case of default by the Contractor, the County of Butte may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Butte County Purchasing Agent.
  - c. No charge will be allowed for packing, boxing or cartage, or taxes except when specified on this order.
  - d. Title to the materials and supplies purchased hereunder shall pass to the County of Butte at the F.O.B. point designated on the face hereof, subject to the right of the County to reject upon inspection.
  - e. All transportation and delivery charges must be prepaid in full to destination.
  - f. Merchandise will not be accepted if shipped C.O.D.
  - g. No changes in price, quantity or merchandise will be recognized by the County of Butte without written notice of acceptance by the County prior to the shipment.
  - h. The Contractor shall hold the County of Butte, its officers, agents, servants and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the County or the Contractor because of the unauthorized use of such articles.
  - i. In the event the Contractor fails to perform in accordance with the terms of this Agreement within the time specified, if any, or a reasonable time after placement of this order, the Purchasing Agency may by written notice, cancel this Agreement and may hold the Contractor liable for any damage caused the County by reason of failure to perform in accordance with these conditions. Periods of performance may be extended if the facts as to the cause of the delay justify such extension in the opinion of the Butte County Purchasing Agent.
  - j. Upon submission of itemized invoices in duplicate, payment shall be made at the prices stipulated herein for projects completed and accepted, less deductions, if any, as herein provided. Payment on milestone completions may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Purchasing Agent.

**FIGURE 16-4**  
**SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

- k. In connection with any cash discount specified on this order, time will be computed from the date of project completion as specified, or from the date correct invoices are received by the County if the later date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
- l. All equipment, material or labor shall meet the required standards of the latest revisions of OSHA and CAL OSHA. To comply with California Administrative Code 5194(f)(M)(6-7), the Contractor shall provide Material Safety Data Sheets (MSDS) for all hazardous products, as required by law, with delivery of product used in the performance of this purchase order.
- m. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by the Contractor's employees or Work, and at the completion of the Work shall remove all its rubbish from and about the building and all the Contractor's tools, scaffolding and surplus materials and shall leave the Contractor's Work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the County may remove the rubbish and charge the cost to the several contractors as the County may determine to be just.
- n. It is agreed by the parties to this agreement that in case all the Work called for under the agreement in all parts and requirements is not finished or completed within the time period as set forth in this Agreement, damage will be sustained by the County of Butte, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that Contractor shall pay to the County the sum of one hundred dollars (\$100) per calendar day for each and every working day's delay in finishing the Work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that County may deduct the amount thereof from any money due or that may become due Contractor under this agreement or any other agreement between the County and the Contractor.

The Contractor shall not be assessed with liquidated damages or the cost of engineering and inspection during any delay in the completion of the Work caused by acts of God or of the public enemy, acts of the County, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather due to such causes, provided that the Contractor shall, within ten (10) days from the beginning of any such delay, notify General Services Administration in writing of the cause of delay, who shall ascertain the facts and the extent of delay, and the County's findings of the facts thereon shall be final and conclusive.

- o. Neither the agreement nor any moneys due or to become due under the agreement, may be assigned by the Contractor without the prior consent and approval of the Board of Supervisors.
- p. The Contractor agrees that it is as fully responsible to the County for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the agreement shall create any contractual relationship between any Subcontractor and the County. The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the agreement and all drawings and specifications as far as applicable to the Contractor's Work. All Subcontractors shall be considered employees of the Contractor and shall have rights, duties or responsibilities as such, i.e., Rates of Pay, Certification, Supervision and Conditions of Work.
- q. The law of the place of Work shall govern the performance of this agreement.
- r. If either party to this Agreement should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by either party, then the damaged party shall be reimbursed by the other party for such damage.

**FIGURE 16-4**  
**SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

- s. Neither the final payment, nor any part of the retained percentage, if any, shall become due until the Contractor, if required, shall deliver to the County a complete release of all liens arising out of this Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify the County against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.
- t. All drawings, specifications and copies thereof furnished by Butte County are the County's property. They are not to be used on other Work and with the exception of the signed Agreement set, are to be returned to the County on request, at the completion of the Work.
- u. Unless otherwise stipulated, the Contractor shall provide and pay for all materials and associated sales taxes, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the Work any unfit person or any one not skilled in the Work assigned to the worker.

The General Contractor, and all Subcontractors, must understand that the Work to be performed shall be the very best and of the highest quality in every respect. All Work shall be performed only by workers of the highest skill in their respective lines, and in the best manner known to the respective crafts employed. Defective Work or Work that is not perfectly and properly executed, will not be accepted.

- v. The County shall furnish all surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent changes in existing facilities shall be secured and paid for by the County, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn or specified. If the Contractor observes that any drawings or specifications are at variance therewith, the Contractor shall promptly notify the County in writing, and any necessary changes shall be adjusted as provided in the agreement for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom.

- w. The Contractor shall continuously maintain adequate protection of all its Work from damage and shall protect the County's property from injury or loss arising in connection with this Agreement. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the agreement documents or caused by agents or employees of the County. The Contractor shall adequately protect adjacent property as provided by law and the agreement documents.

The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises

**FIGURE 16-4**  
**SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

where the Work is being performed. This requirement will apply continuously and not be limited to normal working hours.

In an emergency affecting the safety of life or of the Work or of the adjoining property, the Contractor, without special instruction or authorization from the County, is hereby permitted to act, at the Contractor's discretion, to prevent such threatened loss or injury, and shall so act, without appeal, if so instructed and authorized. Any compensation, claimed by the Contractor on account of emergency Work, shall be determined by agreement or arbitration.

The Contractor shall maintain a current Injury and Illness Prevention Plan (IIPP) during the duration of this Agreement.

- x. The County shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, the Contractor shall give the County timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for such inspection. Inspections by the County shall be promptly made, and where practicable, at the source of supply. If any Work should be covered up without approval or consent of the County, it must, if required by the County, be uncovered for examination at the Contractor's expense.

- y. If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this agreement, the Contractor shall give the County written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the Work, except in emergency endangering life or property, and the procedure shall be as provided for changes in the Work. No such claim shall be valid unless so made.
- z. The Contractor shall promptly remove from the premises all materials condemned by the County as failing to conform to the agreement, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute its own Work in accordance with the agreement and without expense to the County and shall bear the expense of making good all Work destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned Work and materials within a reasonable time, fixed by written notice, the County may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten days time thereafter, the County may, upon ten days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

- aa. Neither the final certificate nor payment nor any provision in the agreement documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, the Contractor shall remedy any defect due thereto and pay for any damage to other Work resulting therefrom which shall appear within a period of one year from the date of the final payment. The County shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the County, subject to arbitration, notwithstanding final payment.
- bb. If the Contractor should be adjudged as bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if the Contractor should fail to make prompt payment to Subcontractors or for material or labor or otherwise be guilty of a substantial violation of any provision of the

**FIGURE 16-4**  
**SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

Agreement, then the County may serve written notice upon the Contractor of its intention to terminate the Agreement, such notice to contain the reasons for such intention to terminate the Agreement and, unless within 10 days after the serving of such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, the agreement shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the County shall have the right to take over and perform the Agreement. The County may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may, without liability for so doing, take possession of and utilize in completing the Work such material, appliances, plant and other property belonging to the Contractor as may be on the site of the Work and necessary therefor.

- cc. If the Work should be stopped under an order of any court, or other public authority, for a period of thirty (30) days, through no act or fault of the Contractor or of anyone employed by the Contractor, or if the County should fail to issue any certificate for payment within seven (7) days after it is due, or if the County should fail to pay the Contractor within thirty (30) days of its maturity and written presentation any sum certified by the County then the Contractor may, upon ten days written notice to the County stop Work until payment is made.
- dd. The County may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the County from loss on account of:
  - A. Defective Work not remedied
  - B. Claims filed or reasonable evidence indicating probable filing of claims.
  - C. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
  - D. A reasonable doubt that the agreement can be completed for the balance then unpaid.
  - E. Damage to another Contractor.

When the above grounds are removed, payment shall be made for amount withheld because of them.

- ee. The County shall be responsible for and at the County's option may maintain such insurance as will protect the County from its contingent liability for damages for personal injury, including death, which may arise from operations under this agreement.
- ff. In addition to the insurance coverage required by Attachment I, Insurance Requirements for County Contracts, the Contractor shall maintain the insurance coverages described below.

In case said Work herein provided for should, before completion and acceptance by the County, be wholly or partially destroyed by fire, then the loss occasioned thereby shall be sustained by the Contractor, and the Contractor agrees to carry fire insurance for the full amount of the labor and material as the Work progresses in the joint name of the Contractor and the County. All moneys received under such policies are to be divided between the Contractor and the County as their interest may appear. Contractor agrees to provide such fire insurance in a company or companies acceptable to the County, including the extended coverage for vandalism and mischief endorsements naming both the Contractor and the County as Insured, subject to the terms and conditions of Standard Forms Bureau Builder's Risk completed value form.

Such insurance shall be in the amount of the agreement, less permissible insurance exclusions and shall be maintained at all times at an amount equaling the estimated cost to the County of rebuilding, less permissible insurance exclusions (amount to be determined by agreement between County and Contractor).

**FIGURE 16-4**  
**SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

The cost of all insurance in excess of the amount of the Agreement, including change orders, less amount of permissible insurance exclusions, shall be borne by the County.

It shall be understood that in case of a fire, the Contractor shall remove all damaged material and debris resulting from the fire from the site, and clean the site in preparation for rebuilding, at no extra cost to the County.

- gg. If either party to this agreement should suffer damage in any manner because of the wrongful act or neglect of the other party or of anyone employed by the other party, then the damaged party shall be reimbursed by the other party for such damage.
- hh. Neither the final payment, nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the County a complete release of all liens arising out of this agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as the County has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify the County against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.
- ii. Neither party to the agreement shall assign the agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to or to become due to the Contractor hereunder, without the previous written consent of the County.
- jj. Quotes shall incorporate the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code 1770 et seq. seq., a copy of which is available through Butte County Purchasing Services in accordance with the provisions of Labor Code 1773.2, or may be accessed on the Internet at [http://www.dir.ca.gov/DIR/S&R/statistics\\_research.html](http://www.dir.ca.gov/DIR/S&R/statistics_research.html), and is hereby made a part of this agreement by reference as though fully set forth herein. If the project requires the employment of work in any apprenticeable craft or trade, once awarded, the Contractor or Subcontractors must apply to the joint apprenticeship council unless already covered by local apprentice standards (Labor Code 1777.5).
- kk. If the total project price is \$25,000 or more, the Contractors shall include a bid bond in the amount of ten percent (10%) of the quoted price. As an alternative to including a bid bond, quoters may include a check payable to the County of Butte in the amount of ten per cent (10%) of the quoted price. Failure of the selected Contractor to agree to perform the work described in the resultant Agreement shall result in the Contractor's forfeiture of the ten percent represented by the payment bond or check.

If the total project price is \$25,000 or more, the successful Contractor shall be required to duly enter into and execute and deliver to the County a one hundred percent (100%) Labor & Material Bond and a one hundred percent (100%) Performance Bond, as required by law, prior to beginning work on the project.

The forms of the bonds that the Contractor will be required to furnish are on the following pages and should be carefully examined by the Contractor. Attach Certificate or Notarization for both principal and surety, on all counterparts. The surety shall be duly licensed in California for an amount equal to or greater than the total project price. A list of sureties indicating states where licensed and bonding limits is available on the Internet at [www.fms.treas.gov/c570/c570.html](http://www.fms.treas.gov/c570/c570.html).

- ll. The Contractor shall be responsible for compliance with California Government Code Section 4216 that requires notification of Digalert (1-800-227-2600) prior to digging in the soil in

**FIGURE 16-4**  
**SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

connection with any County project. Failure to comply with this Government Code shall be the sole responsibility of the Contractor.

14. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Agreement, these Attachment III SMALL PROJECTS TERMS AND CONDITIONS shall prevail.

**FIGURE 16-4  
SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

**BID BOND**

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To Accompany Quotation  
(Not necessary if cash or certified check is with Quotation)

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, \_\_\_\_\_, as principal and \_\_\_\_\_ as surety, are held and firmly bound unto:

**Board of Supervisors  
County of Butte  
25 County Center Drive  
Oroville, California 95965**

in the sum of [(10%) of quoted amount] \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ to be paid to said County for which sum, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH:** That if the certain quotation, hereunto annexed, to:

RFQ Number \_\_\_\_\_  
Name of Project \_\_\_\_\_  
Address of Project \_\_\_\_\_

and is accepted by the County and if the above bounden principal, heirs, executors, administrators, successors and assigns shall duly enter into and execute and deliver the Labor and Material Bond and the Performance Bond required by law and indicating the Contractor's acceptance of the provisions of the purchase order, within ten calendar days from the date of the mailing of the purchase order indicating acceptance of the quotation from the County to the above bounden principal, according to the address given in said quotation, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set out hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal)

**ATTACH CERTIFICATE  
OF NOTARIZATION**

**FIGURE 16-4  
SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

**LABOR AND MATERIAL BOND**

**KNOW ALL PERSONS BY THESE PRESENTS,** that we

hereinafter called "Contractor," and \_\_\_\_\_

as "Surety," are held and firmly bound unto the

**Board of Supervisors  
County of Butte  
25 County Center Drive  
Oroville, California 95965**

Hereinafter called the "County," in the amount of (100 percent of the Purchase Order amount) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof said Contractor and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that whereas the above bounded Contractor has entered into an Agreement, dated \_\_\_\_\_, 20\_\_, with the County to do and perform the following Work, to wit:

RFQ No. \_\_\_\_\_

BUTTE COUNTY

\_\_\_\_\_ Department

\_\_\_\_\_ Project

\_\_\_\_\_ Oroville, California

NOW THEREFORE, if the above-bounded Contractor or its Subcontractors fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld and paid over to the Internal Revenue Service or the Franchise Tax Board from the wages of employees of the Contractor or its Subcontractors, pursuant to Section 18662 of the Revenue and Taxation Code or any other relevant taxation code, with respect to such work and labor, Surety will pay for the same, in an amount not exceeding the amount specified in this bond, and also, in case suit is brought upon this bond, and reasonable attorney's fee, to be fixed by the court.

That it is agreed that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way, affect the obligations of the Surety on this bond, and the Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

CONTRACTOR:

SURETY:

By: \_\_\_\_\_

By: \_\_\_\_\_

**FIGURE 16-4**  
**SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, THAT \_\_\_\_\_  
hereinafter called "Contractor", and \_\_\_\_\_  
as Surety, hereinafter called "Surety", are held and firmly bound unto

**Board of Supervisors**  
**County of Butte**  
**25 County Center Drive**  
**Oroville, California 95965**

hereinafter called "County", in the amount of (100% of Purchase Order amount) \_\_\_\_\_  
Dollars (\$\_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, Contractor was awarded a purchase order dated \_\_\_\_\_, for:

RFQ No. \_\_\_\_\_  
\_\_\_\_\_ Department  
\_\_\_\_\_ Project  
Oroville, California

In accordance with the Specifications attached to the above named RFQ, which purchase order is by  
reference made a part hereof, and is hereinafter referred to as the purchase order.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly  
and faithfully perform said purchase order, then this obligation shall be null and void; otherwise it shall  
remain in full force and effect.

Whenever Contractor shall be, and declared by County to be, in default under the purchase order, the  
County having performed County's obligations thereunder, the Surety may promptly remedy the default,  
take over and assume completion of said purchase order and become entitled to the payment of the  
balance of the purchase order price.

That it is agreed that no change, extension of time, alteration or addition to the terms of the purchase  
order or to the Work to be performed thereunder, or the Specifications accompanying the same shall in  
any way, affect the obligations of Surety on this bond, and the Surety hereby waives notice of any such  
change, extension of time, alteration or addition to the terms of the purchase order or to the Work or to  
the Specifications.

Any suit under this bond must be initiated before the expiration of two (2) years from the date on which  
final payment under the purchase order falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the  
County therein or the heirs, executors, administrators or successors of the County.

**FIGURE 16-4**  
**SMALL PROJECTS AGREEMENT – GREATER THAN \$25,000**

IN WITNESS WHEREOF, five (5) identical counterparts of this instrument, each of which for all purposes shall be deemed an original thereof, have been duly executed by the Principal and Surety named above on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

PRINCIPAL

SURETY

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTACH CERTIFICATE OF NOTARIZATION FOR BOTH PRINCIPAL AND SURETY, ON ALL COUNTERPARTS. DATE OF BONDS MUST BE EXACTLY THE SAME AS THE PURCHASE ORDER.



**FIGURE 16-5**  
**SMALL PROJECTS AGREEMENT - \$25,000 OR LESS**  
**ATTACHMENT I**

**STANDARD INSURANCE REQUIREMENTS**

**A. MINIMUM LIMITS OF INSURANCE.**

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2 million. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this agreement, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 per occurrence.
- 4.) **Professional Liability Insurance (Delete if not contracting for professional services)** Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 million per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.**

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**C. OTHER INSURANCE PROVISIONS.**

- 1.) **General Liability insurance policies shall be endorsed to state:**
  - a). The County, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

**FIGURE 16-5**  
**SMALL PROJECTS AGREEMENT - \$25,000 OR LESS**

**Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.**

b). Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.) Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in C1 above.

**D. ACCEPTABILITY OF INSURERS.**

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

**E. VERIFICATION OF COVERAGE.**

Contractor shall furnish the County **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

**F. SUBCONTRACTORS.**

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

**FIGURE 16-5  
SMALL PROJECTS AGREEMENT - \$25,000 OR LESS**

**Attachment II**

**Scope of Work**

**FIGURE 16-5**  
**SMALL PROJECTS AGREEMENT - \$25,000 OR LESS**

1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment II – Scope of Work" which is made a part of this Agreement.
2. **Reimbursement.** The work shall be performed for the fixed price indicated above in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.
3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.
5. **Confidentiality and Ownership.** The County retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the County by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the County.
6. **Term and Termination.** The term of this agreement shall begin upon the County's issuance of the Notice to Proceed. Should this Agreement be terminated for any reason, authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Agreement shall expire following the number of calendar days indicated above in the variable information table after the Contractor receives the Notice to Proceed that was issued by the County.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct.
8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment I to this Agreement.
9. **Changes to the Agreement.** Changes to this Agreement may only be approved by written amendment to this Agreement.
10. **Contractor's Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

**FIGURE 16-5**  
**SMALL PROJECTS AGREEMENT - \$25,000 OR LESS**

- 11. Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
- 12. Applicable Law and Forum.** This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the County of Butte.
- 13. Miscellaneous Provisions.**
- a. Butte County is exempted from payment of Federal Excise Tax. No Federal tax shall be included in the price. The Contractor and Subcontractors shall pay all state and federal taxes upon labor or materials involved in their branch of the Work, cost of same to be included in the agreement price.
  - b. The County reserves the right to cancel this order if the project is not completed as directed and within the time specified. In case of default by the Contractor, the County of Butte may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Butte County Purchasing Agent.
  - c. No charge will be allowed for packing, boxing or cartage, or taxes except when specified on this order.
  - d. Title to the materials and supplies purchased hereunder shall pass to the County of Butte at the F.O.B. point designated on the face hereof, subject to the right of the County to reject upon inspection.
  - e. All transportation and delivery charges must be prepaid in full to destination.
  - g. Merchandise will not be accepted if shipped C.O.D.
  - g. No changes in price, quantity or merchandise will be recognized by the County of Butte without written notice of acceptance by the County prior to the shipment.
  - h. The Contractor shall hold the County of Butte, its officers, agents, servants and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the County or the Contractor because of the unauthorized use of such articles.
  - i. In the event the Contractor fails to perform in accordance with the terms of this Agreement within the time specified, if any, or a reasonable time after placement of this order, the Purchasing Agency may by written notice, cancel this Agreement and may hold the Contractor liable for any damage caused the County by reason of failure to perform in accordance with these conditions. Periods of performance may be extended if the facts as to the cause of the delay justify such extension in the opinion of the Butte County Purchasing Agent.
  - j. Upon submission of itemized invoices in duplicate, payment shall be made at the prices stipulated herein for projects completed and accepted, less deductions, if any, as herein

**FIGURE 16-5**  
**SMALL PROJECTS AGREEMENT - \$25,000 OR LESS**

provided. Payment on milestone completions may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Purchasing Agent.

- k. In connection with any cash discount specified on this order, time will be computed from the date of project completion as specified, or from the date correct invoices are received by the County if the later date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
- l. All equipment, material or labor shall meet the required standards of the latest revisions of OSHA and CAL OSHA. To comply with California Administrative Code 5194(f)(M)(6-7), the Contractor shall provide Material Safety Data Sheets (MSDS) for all hazardous products, as required by law, with delivery of product used in the performance of this purchase order.
- m. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by the Contractor's employees or Work, and at the completion of the Work shall remove all its rubbish from and about the building and all the Contractor's tools, scaffolding and surplus materials and shall leave the Contractor's Work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the County may remove the rubbish and charge the cost to the several contractors as the County may determine to be just.
- n. It is agreed by the parties to this agreement that in case all the Work called for under the agreement in all parts and requirements is not finished or completed within the time period as set forth in this Agreement, damage will be sustained by the County of Butte, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that Contractor shall pay to the County the sum of one hundred dollars (\$100) per calendar day for each and every working day's delay in finishing the Work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that County may deduct the amount thereof from any money due or that may become due Contractor under this agreement or any other agreement between the County and the Contractor.

The Contractor shall not be assessed with liquidated damages or the cost of engineering and inspection during any delay in the completion of the Work caused by acts of God or of the public enemy, acts of the County, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather due to such causes, provided that the Contractor shall, within ten (10) days from the beginning of any such delay, notify General Services Administration in writing of the cause of delay, who shall ascertain the facts and the extent of delay, and the County's findings of the facts thereon shall be final and conclusive.

- o. Neither the agreement nor any moneys due or to become due under the agreement, may be assigned by the Contractor without the prior consent and approval of the Board of Supervisors.
- p. The Contractor agrees that it is as fully responsible to the County for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the agreement shall create any contractual relationship between any Subcontractor and the County. The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the agreement and all drawings and specifications as far as applicable to the Contractor's Work. All Subcontractors shall be considered employees of the Contractor and shall have rights, duties or responsibilities as such, i.e., Rates of Pay, Certification, Supervision and Conditions of Work.

**FIGURE 16-5**  
**SMALL PROJECTS AGREEMENT - \$25,000 OR LESS**

- q. The law of the place of Work shall govern the performance of this agreement.
- r. If either party to this Agreement should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by either party, then the damaged party shall be reimbursed by the other party for such damage.
- s. Neither the final payment, nor any part of the retained percentage, if any, shall become due until the Contractor, if required, shall deliver to the County a complete release of all liens arising out of this Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify the County against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.
- t. All drawings, specifications and copies thereof furnished by Butte County are the County's property. They are not to be used on other Work and with the exception of the signed Agreement set, are to be returned to the County on request, at the completion of the Work.
- u. Unless otherwise stipulated, the Contractor shall provide and pay for all materials and associated sales taxes, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the Work any unfit person or any one not skilled in the Work assigned to the worker.

The General Contractor, and all Subcontractors, must understand that the Work to be performed shall be the very best and of the highest quality in every respect. All Work shall be performed only by workers of the highest skill in their respective lines, and in the best manner known to the respective crafts employed. Defective Work or Work that is not perfectly and properly executed, will not be accepted.

- v. The County shall furnish all surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent changes in existing facilities shall be secured and paid for by the County, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn or specified. If the Contractor observes that any drawings or specifications are at variance therewith, the Contractor shall promptly notify the County in writing, and any necessary changes shall be adjusted as provided in the agreement for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom.

- w. The Contractor shall continuously maintain adequate protection of all its Work from damage and shall protect the County's property from injury or loss arising in connection with this Agreement. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the agreement documents or caused by agents or

**FIGURE 16-5**  
**SMALL PROJECTS AGREEMENT - \$25,000 OR LESS**

employees of the County. The Contractor shall adequately protect adjacent property as provided by law and the agreement documents.

The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. This requirement will apply continuously and not be limited to normal working hours.

In an emergency affecting the safety of life or of the Work or of the adjoining property, the Contractor, without special instruction or authorization from the County, is hereby permitted to act, at the Contractor's discretion, to prevent such threatened loss or injury, and shall so act, without appeal, if so instructed and authorized. Any compensation, claimed by the Contractor on account of emergency Work, shall be determined by agreement or arbitration.

The Contractor shall maintain a current Injury and Illness Prevention Plan (IIPP) during the duration of this Agreement.

- x. The County shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, the Contractor shall give the County timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for such inspection. Inspections by the County shall be promptly made, and where practicable, at the source of supply. If any Work should be covered up without approval or consent of the County, it must, if required by the County, be uncovered for examination at the Contractor's expense.

- y. If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this agreement, the Contractor shall give the County written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the Work, except in emergency endangering life or property, and the procedure shall be as provided for changes in the Work. No such claim shall be valid unless so made.
- z. The Contractor shall promptly remove from the premises all materials condemned by the County as failing to conform to the agreement, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute its own Work in accordance with the agreement and without expense to the County and shall bear the expense of making good all Work destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned Work and materials within a reasonable time, fixed by written notice, the County may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten days time thereafter, the County may, upon ten days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

- aa. Neither the final certificate nor payment nor any provision in the agreement documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, the Contractor shall remedy any defect due thereto and pay for any damage to other Work resulting therefrom which shall appear within a period of one year from the date of the final payment. The County shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the County, subject to arbitration, notwithstanding final payment.

**FIGURE 16-5**  
**SMALL PROJECTS AGREEMENT - \$25,000 OR LESS**

- bb. If the Contractor should be adjudged as bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if the Contractor should fail to make prompt payment to Subcontractors or for material or labor or otherwise be guilty of a substantial violation of any provision of the Agreement, then the County may serve written notice upon the Contractor of its intention to terminate the Agreement, such notice to contain the reasons for such intention to terminate the Agreement and, unless within 10 days after the serving of such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, the agreement shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the County shall have the right to take over and perform the Agreement. The County may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may, without liability for so doing, take possession of and utilize in completing the Work such material, appliances, plant and other property belonging to the Contractor as may be on the site of the Work and necessary therefor.
- cc. If the Work should be stopped under an order of any court, or other public authority, for a period of thirty (30) days, through no act or fault of the Contractor or of anyone employed by the Contractor, or if the County should fail to issue any certificate for payment within seven (7) days after it is due, or if the County should fail to pay the Contractor within thirty (30) days of its maturity and written presentation any sum certified by the County then the Contractor may, upon ten days written notice to the County stop Work until payment is made.
- dd. The County may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the County from loss on account of:
- A. Defective Work not remedied
  - B. Claims filed or reasonable evidence indicating probable filing of claims.
  - C. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
  - D. A reasonable doubt that the agreement can be completed for the balance then unpaid.
  - E. Damage to another Contractor.
- When the above grounds are removed, payment shall be made for amount withheld because of them.
- ee. The County shall be responsible for and at the County's option may maintain such insurance as will protect the County from its contingent liability for damages for personal injury, including death, which may arise from operations under this agreement.
- ff. In addition to the insurance coverage required by Attachment I, Insurance Requirements for County Contracts, the Contractor shall maintain the insurance coverages described below.

In case said Work herein provided for should, before completion and acceptance by the County, be wholly or partially destroyed by fire, then the loss occasioned thereby shall be sustained by the Contractor, and the Contractor agrees to carry fire insurance for the full amount of the labor and material as the Work progresses in the joint name of the Contractor and the County. All moneys received under such policies are to be divided between the Contractor and the County as their interest may appear. Contractor agrees to provide such fire insurance in a company or companies acceptable to the County, including the extended coverage for vandalism and mischief endorsements naming both the Contractor and the

**FIGURE 16-5**  
**SMALL PROJECTS AGREEMENT - \$25,000 OR LESS**

County as Insured, subject to the terms and conditions of Standard Forms Bureau Builder's Risk completed value form.

Such insurance shall be in the amount of the agreement, less permissible insurance exclusions and shall be maintained at all times at an amount equaling the estimated cost to the County of rebuilding, less permissible insurance exclusions (amount to be determined by agreement between County and Contractor).

The cost of all insurance in excess of the amount of the Agreement, including change orders, less amount of permissible insurance exclusions, shall be borne by the County.

It shall be understood that in case of a fire, the Contractor shall remove all damaged material and debris resulting from the fire from the site, and clean the site in preparation for rebuilding, at no extra cost to the County.

- gg. If either party to this agreement should suffer damage in any manner because of the wrongful act or neglect of the other party or of anyone employed by the other party, then the damaged party shall be reimbursed by the other party for such damage.
- hh. Neither the final payment, nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the County a complete release of all liens arising out of this agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as the County has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County, to indemnify the County against any lien. If any lien remain unsatisfied after all payments are made, the Contractor shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.
- ii. Neither party to the agreement shall assign the agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to or to become due to the Contractor hereunder, without the previous written consent of the County.
- jj. Quotes shall incorporate the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code 1770 et seq. seq., a copy of which is available through Butte County Purchasing Services in accordance with the provisions of Labor Code 1773.2, or may be accessed on the Internet at [http://www.dir.ca.gov/DIR/S&R/statistics\\_research.html](http://www.dir.ca.gov/DIR/S&R/statistics_research.html), and is hereby made a part of this agreement by reference as though fully set forth herein. If the project requires the employment of work in any apprenticeable craft or trade, once awarded, the Contractor or Subcontractors must apply to the joint apprenticeship council unless already covered by local apprentice standards (Labor Code 1777.5).
- kk. If the total project price is \$25,000 or more, the Contractors shall include a bid bond in the amount of ten percent (10%) of the quoted price. As an alternative to including a bid bond, quoters may include a check payable to the County of Butte in the amount of ten per cent (10%) of the quoted price. Failure of the selected Contractor to agree to perform the work described in the resultant Agreement shall result in the Contractor's forfeiture of the ten percent represented by the payment bond or check.

If the total project price is \$25,000 or more, the successful Contractor shall be required to duly enter into and execute and deliver to the County a one hundred percent (100%) Labor & Material Bond and a one hundred percent (100%) Performance Bond, as required by law, prior to beginning work on the project.

**FIGURE 16-5**  
**SMALL PROJECTS AGREEMENT - \$25,000 OR LESS**

The forms of the bonds that the Contractor will be required to furnish are on the following pages and should be carefully examined by the Contractor. Attach Certificate or Notarization for both principal and surety, on all counterparts. The surety shall be duly licensed in California for an amount equal to or greater than the total project price. A list of sureties indicating states where licensed and bonding limits is available on the Internet at [www.fms.treas.gov/c570/c570.html](http://www.fms.treas.gov/c570/c570.html).

- II. The Contractor shall be responsible for compliance with California Government Code Section 4216 that requires notification of Digalert (1-800-227-2600) prior to digging in the soil in connection with any County project. Failure to comply with this Government Code shall be the sole responsibility of the Contractor.
14. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Agreement, these Attachment III SMALL PROJECTS TERMS AND CONDITIONS shall prevail.

**FIGURE 16-6  
EXPERT WITNESS AGREEMENT**

| <b>EXPERT WITNESS AGREEMENT</b>   |       |                     |     |
|---|-------|---------------------|-----|
| This Expert Witness Agreement, dated as of the date of execution of this Agreement by the County, is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County", and the Contractor, identified below, hereinafter referred to as "Contractor."   |       |                     |     |
| <b>CONTRACTOR IDENTIFICATION</b>  |       |                     |     |
| First Name  | MI    | Last Name           | SSN |
| Street Address  |       |                     |     |
| City  | State | ZIP+4               |     |
| <b>REIMBURSEMENT</b>  |       |                     |     |
| Hourly Rate Per Hour of Testimony   |       | Not-to-Exceed Price |     |
| <b>COUNTY DEPARTMENT IDENTIFICATION</b>   |       |                     |     |
| Department Name/Number  |       | Account             |     |
| WHEREAS, County, through the County Department identified above, desires to have the Contractor serve as an Expert Witness; and WHEREAS, the Contractor possesses the necessary qualifications to serve as an Expert Witness. NOW THEREFORE BE IT AGREED between the parties to this Agreement that this Agreement is subject to the provisions contained herein.   |       |                     |     |
| <b>Reimbursement.</b> The work shall be performed at the hourly rate indicated above. No additional costs for preparation, expenses or any other costs shall be paid by the County to the Contractor. The total price paid by the County to the Contractor shall not exceed the Not-to-Exceed price indicated above. Payment shall be made after the County Department Head or designee reviews and approves the invoice submitted by the Contractor.   |       |                     |     |
| <b>Independent Contractor.</b> Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.   |       |                     |     |
| <b>Term and Termination.</b> This Agreement shall be in effect for a period of ninety (90) days following execution by the County. This agreement may be terminated by either the County or Contractor by a ten (10) day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination.  |       |                     |     |
| <b>Indemnification.</b> Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct. |       |                     |     |
| <b>Applicable Law and Forum.</b> This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the County of Butte.  |       |                     |     |
| <b>Complete Agreement.</b> This Agreement constitutes to complete Agreement between the parties.  |       |                     |     |
| <u>COUNTY</u>   |       | <u>CONTRACTOR</u>   |     |
| Signature   |       | Signature           |     |
| Name  |       | Name                |     |
| Title   |       | Title               |     |
| Date  |       | Contractor Name     |     |
| <b>THIS FORM HAS BEEN APPROVED BY COUNTY COUNSEL AND THE COUNTY CHIEF ADMINISTRATIVE OFFICE</b>   |       |                     |     |

**AMERICAN EXPRESS  
(Corporate Card System)**

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**17.0 AMERICAN EXPRESS****17.1 Background Information**

The corporate card system was implemented in late 1987 as a convenience to County employees who incur business travel and business meeting costs. This system replaced a previous system of processing travel advance claims to ensure that County employees had adequate funds to cover their business expenses. The card system allows greater flexibility to the employee while at the same time minimizing use of the County's cash advance system and therefore reducing administrative costs.

**17.2 Who Qualifies**

County employees who expect to take two or more County business trips a year or who will incur more than \$300 in business expenses per year should apply for an American Express corporate card.

**17.3 Application Process**

A sample application form is provided at the end of this section. The application forms are available in the departments; however, additional copies may be obtained from Purchasing Services by calling extension 7261.

The completed application form should be returned to Purchasing Services for review and processing. The credit card will normally be sent to the employee approximately four weeks following receipt of the application.

**17.4 Use of the Corporate Card**

The Corporate Card is issued for the purpose of charging employees' **County** business related travel, lodging and meal expenses. **The card is not intended for personal use.**

The card is accepted at most of the Country's leading hotels and motels and it should be used to pay for lodging. The card is also acceptable at a large selection of restaurants and should be used to pay for meals whenever possible. Finally, the card should be used in all cases for payment of rental car expenses when use of a rental car is deemed necessary.

**17.5 Lost Cards**

In the event that a Corporate Card is lost, the cardholder should immediately report the loss by calling 1-800-528-2121. The cardholder should also report the loss to Purchasing Services. Generally, a lost or stolen card can be replaced at any American Express office within 24 hours.

**AMERICAN EXPRESS  
(Corporate Card System)**

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**17.6 Return of Expense Claims**

The most frequent cause of returned expense claims is incomplete documentation or an item of expense that is in conflict with the travel policy. Travelers can minimize the likelihood of rejection by ensuring that all documentation is attached.

The average time between the original charge and when it must be paid is approximately 47 days. If you have trouble with an expense item and cannot make your American Express payment, let the Auditor's Office Accounts Payable know and depending on the circumstances, reimbursement can be expedited.

**17.7 American Express Billing**

The statements will be mailed on the 14<sup>th</sup> of the month reflecting charges and credits received by American Express through the 11<sup>th</sup>. The cardholder can expect, therefore, to receive the bill around the 18<sup>th</sup> of each month.

**17.8 American Express Billing Versus County Reimbursement**

If the cardholder processes expense claims timely they should receive reimbursement from the County prior to receiving their American Express bill.

**17.9 Mistakes on American Express Billing**

American Express has a dedicated account representative for Butte County. Cardholders can seek assistance from Purchasing Services to resolve billing errors. If cardholders prefer, however, Purchasing Services will provide a telephone number for this purpose.

**17.10 Non-payment of Bill**

If payment does not reach American Express by the next billing cutoff date, the current account will be considered 30 days past due and Butte County Purchasing Services will be notified accordingly. Accounts over 60 days in arrears could result in cancellation of the card. Cardholders will be contacted if the card is consistently past due, and a member of Butte County's staff will definitely contact the cardholder to arrange payment if the account is 60 days past due.

**17.11 Use of Card for Personal Expenses**

The County prefers that cardholders **do not** use American Express corporate cards for personal expenses. Charging personal expenses to the card will distort the County's supplier statistics and expense category tracking reports. American Express will generally not deny personal purchases on the corporate card, although the purchase may be denied if it is very high and does not relate to a business expense. **The cardholder is responsible for paying the bill.**

**AMERICAN EXPRESS  
(Corporate Card System)**

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**17.12 Credit Limit**

There is virtually no limit on the corporate American Express card. Some establishments have floor limits that require them to call in American Express card

purchases for verification. The cardholder may be called to the telephone to talk with an American Express employee if the first purchase on the card is very high. However,

American Express has assured the County that the cardholder will not be embarrassed in front of customers or business associates by a denial of credit, as long as the account is current. The cardholder should notify American Express (1-800-528-2122) to alert their authorizers if larger than normal charges are expected.

**17.13 Interest/Penalty Charges**

There are no interest charges. There is a penalty for late payment at 50 days past due. There will be a 2-½% charge on the unpaid balance or \$10.00, whichever is greater. The other penalty for an overdue account is the potential loss of card privileges.

**17.14 Card Cancellation**

If the cardholder wishes to cancel the card or not renew it, forms are available from Purchasing Services for this purpose.

**17.15 Termination of Employment**

The cardholder must turn in the American Express corporate card and clear the account balance upon termination of employment with Butte County. If reimbursement is due, the County will expedite a reimbursement check to clear the account.

**17.16 Personal Check Cashing**

Subject to availability, the cardholder may cash a personal check:

- a. Up to \$250 at hotels where the bill is to be charged to the card.
- b. Up to \$1,000 (\$200 cash, \$800 in traveler's checks) at any American Express Office.
- c. Up to \$50 at participating airline ticket counters, but the cardholder must hold a valid ticket from that airline for a flight scheduled to leave within 24 hours of the request to cash the check.

**AMERICAN EXPRESS  
(Corporate Card System)**

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**17.17 Travel Accident Insurance**

Cardholders will receive \$200,000 accidental death and dismemberment insurance automatically every time they travel by common carrier when the tickets are charged to the card. If the cardholder is at a remote site and the tickets are purchased locally through a travel agent, the insurance will not apply unless the ticket is charged to the American Express card.

This coverage extends to or from the airport in a cab. This insurance is in addition to the travel insurance presently provided by Butte County. Unless the cardholder designates otherwise, the death benefit is payable in the following order of priority: (1) spouse; (2) children; (3) parents; (4) brothers and sisters; (5) executor or administrator.

Dismemberment benefits are based on a schedule corresponding to the injury and are payable only to the injured. If the cardholder wishes to designate a beneficiary, forms are available from Accounts Payable in the Auditor's office.

# American Express® Corporate Card Application

## APPLICATION INFORMATION – PLEASE COMPLETE ALL ITEMS BELOW FOR TIMELY PROCESSING

THE  
AMERICAN  
EXPRESS  
CORPORATE  
CARD  
PROGRAM

Name as you would like it to appear on the Corporate Card (20 characters only, including spaces)

Billing Address (20 characters only, including spaces)

 Home  Office

City (17 characters only, including spaces)

State

Zip Code

Home Address (if different than billing address)

City (17 characters only, including spaces)

State

Zip Code

Employee:  
Please  
complete  
And send to  
Purchasing  
Services

Social Security Number

Business Phone Number

Home Phone Number

Employee ID Number (10 characters only)

Cost Center Number (10 characters only)

X

Employee's Signature Please read the Agreement before signing.

Date

By Signing above I indicate my acceptance of the terms and conditions of the Agreement.

## PROGRAM ADMINISTRATOR

Basic Control Number (Please fill out or application processing will be delayed)

Company Name (20 characters only, including spaces)

X

Authorizing Signature\* Please read the Agreement before signing.

Date

I am authorized to complete this enrollment authorization on behalf of the company.

PRINT Authorizer's Name

Title

Phone Number

Program  
Administrator:  
Complete form  
and send to:  
American  
Express,  
P.O.Box 53816  
Phoenix, AZ  
85072

or

fax to:  
602 492-3884

\* All applications require a signature (name & title) of an authorized Company Representative or Program Administrator.

### AGREEMENT

Company and the Applicant (a) request that a Corporate Card be issued to the Applicant on the Company's account, (b) authorize the receipt and exchange of credit information on the Company and the Applicant, (c) agree to be bound by the Agreement sent with the Card and by the agreements covering Corporate Card related programs in which the Applicant is enrolled, and (d) agree that the Corporate Card will be used for business or commercial purposes only. The Applicant (a) authorizes American Express to notify the Company if this application is declined or if spending restrictions are applied to the Corporate Card, and (b) agrees to be liable for payment to American Express of all amounts charged to the Corporate Card.

®

AMERICAN  
EXPRESS

Corporate  
Services

© 1998 American Express Travel Related Services Company, Inc 90000

**GLOSSARY**

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**18.0 GLOSSARY**

Addendum. An addendum is a change or modification to achieve correctness. An addendum is also an alteration, modification, deletion or addition to a solicitation document such as an Invitation for Bids. An addendum must be in writing.

Alternate Bid. A bid that invites for consideration one or more offers of an option or choice based upon equipment or satisfactory performance by user (e.g., such bid is only acceptable when the variance is deemed to be immaterial).

Award. An award is the presentation of a purchase agreement or contract to a bidder or the acceptance of a bid or proposal.

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

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

Bid Calendar. A bulletin board display located in the Purchasing Services Office with a listing of the current Invitation for Bids and related information.

Bidders List. A computerized database maintained by Purchasing Services that provides for a listing of suppliers and the goods and services they provide.

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

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

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

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

Competitive Bidding. The submissions of prices by individuals or firms competing for a contract, privilege or right to supply merchandise or services. Competitive sealed bidding is the required method of soliciting prospective contractors or suppliers in certain high dollar value procurements.

**GLOSSARY**

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Competitive Sealed Bidding. A method of procurement that requires:

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

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

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

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

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

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

**GLOSSARY**

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Contract. An agreement, enforceable by law, between two or more competent parties, to perform or refrain from performing a particular act within the law, for a consideration. Any type of agreement or order for the procurement of supplies, services or construction.

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

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

Field Purchase Order. Delegated limited purchase authority for departments to obtain goods/services from a supplier, in amounts not to exceed \$2,500 per purchase or as determined by the Purchasing Agent or designee, including tax and freight, without a purchase order issued by Purchasing Services.

Fixed Assets. A fixed asset is an item of equipment that costs \$5,000 or more and has a life of greater than one year.

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

Gratuity. A gratuity is something given voluntarily or beyond obligation, acquired without bargain or inducement, and/or a gift.

Informal Interviews. A technique to evaluate and select a supplier or contractor to provide professional or consultant services without the use of competitive sealed proposals.

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

Inventory. An inventory is a stock of goods or an itemized list that indicates quantities and values of products. (By enumeration it is a "physical inventory" and by periodic recording, it is a "book inventory".)

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

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

Patented or Proprietary. Patented or proprietary items refer to supplies, materials, or equipment that are produced by one manufacturer or are available from one source, or services that are available from one provider.

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

**GLOSSARY**

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Personal Property. The term *Personal Property* refers to materials, supplies, machinery, furnishing, equipment and any other tangible article required for the conduct of business of the County or using agency.

Personal Services. The term *Personal Services* refers to any labor of a specialized or short-term or intermittent nature required in the conduct of operations of the County or using agency that may lawfully be performed by contract with private parties, who have certain expertise required by the County, and which contracts exclude the following

- (a) The work of constructing, altering or improving buildings, roads, sewer and drainage facilities and other public works type projects; and
- (b) Any labor pursuant to any other contracting authority or limitation.

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

Purchase or Purchases. The terms *Purchase* or *Purchases* refer to any contractual arrangement or transaction involving payment:

- (a) or the acquisition of title to personal property;
- (b) or the use by rental, lease or otherwise of personal property;
- (c) for the provision of services by independent contract or otherwise, or
- (d) any combination of the foregoing.

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

Purchase Order. A written document prepared by the buyer and provided to a supplier formally stating all terms and conditions of procurement.

Purchase Requisition. A purchase requisition is an internal document by which a using agency requests the purchasing department to initiate procurement.

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

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

**GLOSSARY**

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

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

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

Supplier. A supplier provides of goods and/or services in return for consideration from a buyer.

Supplier within the County. A firm or individual who regularly maintains a place of business and has an inventory of merchandise for sale within the County of Butte.

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

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

Unauthorized Purchase. An unauthorized purchase is a commitment by a department to purchase goods or services without prior approval by Purchasing Services. The Purchasing Agent or his/her designee may require the department to seek Board of Supervisor's approval for an unauthorized purchase.

Using Agency. The term *Using Agency* refers to any of the following entities that request the services of the Purchasing Agent as provided in Section 46-7. Any public district created under the laws of the State; any municipal corporation whose territory lies in the County; or any board, commission or joint powers agency to which the County or any such district is a party.

Using Department. A using department is a County department that requisitions items through Purchasing Services.

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