

EFFINGHAM COUNTY
DRAFT Purchasing Policy and Standards DRAFT

INTRODUCTION

This policy is intended to:

State the County's position regarding purchasing responsibility and authority. This document will clarify purchasing functions and outline purchasing processes, as well as describe departmental relationships, responsibilities, and participation in the procurement cycle.

Provide for the fair and equitable treatment of all businesses involved in public purchasing by the County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

This Policy is intended to establish the methods by which the City procures materials, inventories, services and necessary supplies, makes purchases, and enters contracts by establishing purchasing thresholds, processes, methods, and standards.

Scope

The scope of this policy covers the procurement of all materials and services without regard to the past method by which the material or service has been or is customarily procured. The Policy covers all contractual and purchase agreements between Effingham County and another company or person. The procurement function includes the initial agreement/purchase, renewals, changes, and/or re-negotiations. This policy establishes the specific responsibility and authority of the procurement of materials and services.

No purchases of materials, supplies, equipment, or services shall be made in the name of the County or one of its departments, except such as required for official use by the County or one of its departments. Purchases in the name of the County or a department for personal use by an individual or for any purpose other than official use are prohibited, and no County funds will be expended or advanced.

ETHICS IN PROCUREMENT AND PURCHASING

To maintain public trust, each person involved in the procurement process must adhere to the highest standard of ethics and avoid any appearance that their actions are motivated by private or personal interest. Employees will avoid activities which would compromise or give the perception of compromising the best interests of the County. County employees found in violation of one or more of the ethical or legal standards set forth in this policy will face disciplinary action pursuant to established policy/procedures.

If anyone is in doubt about whether a specific transaction complies with this policy, the person should disclose the transaction to the County Manager for a determination of compliance.

Conflicts of Interest

- A. No elected official, appointed officer or employee of Effingham County shall:
- a. Engage in any part of a procurement process or decision that involves a Conflict of Interest. Conflict of Interest means any situation resulting in a violation of O.C.G.A. § 36-1-14. If such conflicts of interest exist, the employee will notify the County Manager in writing and will remove him/herself from the County procurement process.
 - b. Engage in any business or transaction in which the person has a financial interest, which is incompatible with the proper discharge of official duties;
 - c. Disclose confidential information concerning the property, government or affairs of the governmental body by which such person is engaged or is a member of without proper legal authorization or use that information to advance the financial or other private interest of such person or others;
 - d. Accept any gift that has a value of \$100.00 or more from any person, firm or corporation which to his or her knowledge is interested, directly or indirectly, in business dealings with the governmental body he or she is a member of or by which such person is engaged; provided, however, that an elected official who is a candidate for public office may accept campaign contributions and services in connection with any campaign;
 - e. Represent private interests other than his or her own in any action or proceeding against Effingham County, Georgia, or any portion of its government.

GENERAL PROVISIONS

Application of Federal and State Law

It is the intention that this policy shall conform to all applicable provisions of the laws of the United States and the State of Georgia, and the provisions hereof shall be so construed wherever possible. In the event any portion of this policy shall be declared invalid for its failure to conform to federal or state law, such invalidity shall not affect the remaining portions hereof. Notwithstanding any other provision of this policy, the County may enter into any contract, follow any procedure, or take any action that is otherwise at variance with this policy if necessary or convenient to receiving funds from the government of the United States, State of Georgia, or other governmental/public entities. Nothing in this article shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

Public Records

Interested persons shall have access to information regarding County procurement transactions in accordance with County policy and the Georgia Open Records Act (O.C.G.A. §50-18-70, et seq.).

COMPETITIVE PROCUREMENT

Effingham County shall utilize competitive procurement methods in the selection, procurement, and purchasing of goods and services unless expressly exempted by this Policy, Federal or State Law. The method of competitive procurement shall be determined by the purchase price and

threshold as established by this Policy. Projects, purchases, nor contracts shall be artificially divided in an effort to circumvent the requirements of this Policy.

Purchasing Thresholds

Unless an alternative procurement process is authorized pursuant to this Policy, the following thresholds, approval methods, and competitive processes are required at the designated purchasing levels.

- (a) Purchases for goods and services not exceeding \$2,500 may be made in the ordinary course of business, without the requirement of a competitive process or purchasing order upon the availability of unencumbered funds in the purchasing Department's budget and approval of its Director.
- (b) Purchases for goods and services in excess of \$2,501 but less than or equal to \$10,000 require documentation of attempts to solicit at least three (3) oral or written bids, the procurement of a purchase order, availability of unencumbered funds in the purchasing Department's budget and approval of its Director.
- (c) Purchases for goods and services in excess of \$10,001 but less than or equal to \$20,000 require documentation of attempts to solicit at least three (3) written bids, the procurement of a purchase order, availability of unencumbered funds in the purchasing Department's budget and approval of the Director of the purchasing department. The Purchasing Director shall review the purchase for compliance with Policy processes prior to the approval of a Purchase Order for purchase at this level.
- (d) Purchases for goods and services in excess of \$20,001 but less than or equal to \$25,000 require documentation of attempts to solicit at least three (3) written bids, the procurement of a purchase order and/or contract for services, availability of unencumbered funds in the purchasing Department's budget and approval of the Director of the purchasing department. The Purchasing Director shall review the purchase for compliance with Policy processes and the Accounting Manager shall review for budgetary compliance and availability prior to the approval of a Purchase Order for purchase at this level. Formal sealed processes may be utilized for solicitation of bids at this threshold if it is determined to be in the best interest of the County.
- (e) Purchases for goods and services in excess of \$25,001 but less than or equal to \$100,000 require documentation of attempts to solicit at least three (3) written bids, the procurement of a purchase order and/or contract for services, availability of unencumbered funds in the purchasing Department's budget and approval of the Director of the purchasing department. The Purchasing Director shall review the purchase for compliance with Policy processes and the Accounting Manager shall review for budgetary compliance and availability prior to submitting the request to the County Manager for approval of a Purchase Order for purchase at this level. Formal sealed processes may be utilized for solicitation of bids at this threshold if it is determined to be in the best interest of the County.

- (f) Purchases for goods and services in excess of \$100,000 require the solicitation of competitive sealed bids and approval of the Effingham Board of Commissioners prior to the issuance of a Purchase Order or Contract. The Board of Commissioners shall be informed of the solicitation process, Policy compliance, and budget availability in its consideration.

Purchasing Thresholds and Procurement Methods

Purchase Amount	Competitive Procurement Method	Approving Authority	Purchase Order or Contract Required
Less than \$2,500	None Required	Department Director	No
\$2,501 to \$10,000	3 Oral Quotes	Department Director	Purchase Order
\$10,001 to \$20,000	3 Written Quotes	Department Director Purchasing Director	Purchase Order
\$20,001 to \$25,000	3 Written Quotes or Sealed Bid Process	Department Director Purchasing Director Accounting Manager	Purchase Order or Contract
\$25,001 to \$100,000	3 Written Quotes or Sealed Bid Process	Department Director Purchasing Director Accounting Manager County Manager	Purchase Order or Contract
\$100,000 plus	Sealed Bid Processes	Department Director Purchasing Director Accounting Manager County Manager Board of Commissioners	Purchase Order or Contract

FORMAL PROCUREMENT METHODS

- A. All purchases in excess of \$100,001 shall be made through a competitive bid process, cooperative purchasing agreement, existing unit-price /on-call contract, or other method allowed under this Policy. A competitive bid process may be utilized for purchases in excess of \$20,000 when determined by the Purchasing Director, the County Manager, or the Board of Commissioners to be in the best interest of the County.
- B. The Purchasing Director shall make the determination of the procurement method that is in the best interest of the County unless a methodology is specified by funding mechanisms, the County Manager, or the Board of Commissioners. Formal Procurement Methods include:
 1. **Invitation to Bid (ITB)** or any derivation thereof may be used when precise specifications are available and can be described in an ITB and price is the primary basis of award.
 - a. When applicable, the ITB should be structured to include best value principles (e.g. include support and maintenance to determine the total cost of ownership as opposed to simply acquisition cost.)
 - b. The ITB shall state, or incorporate by reference, all specifications proposed contractual terms and conditions, performance and/or payment bond requirements, and other information applicable to the procurement. The ITB shall list the full

schedule of dates, including the solicitation posting date, the due date and time for questions and clarifications, and the due date and time for the submittal deadline.

2. **Request for Proposals (RFP)** or any derivation thereof may be used when a need can be identified; the User Department desires to utilize the expertise of bidders in arriving at a solution; the need or solution is fairly detailed or complex, or the specifications of the project or item cannot be clearly defined; the need or solution involves services or a combination of goods/services; the quality, availability, or capability is overriding in relation to price in procurement of technical supplies or services; and/or price negotiation is desired.
 - a. RFPs will generally be solicited on a project-by-project basis with the exception of the following: Auditor, Engineering Testing Services, Medical Services, and Banking Services, which should be solicited every four (4) years with possible one-year extensions.
 - b. The RFP shall provide a statement of need or problem description for which proposed solutions are sought. Such RFP may include specifications, scope of work, proposed contractual terms and conditions to which the bidder must respond, and the scoring criteria and weights used in the evaluation process. The RFP shall list the full schedule of dates, including the solicitation posting date, the pre-bid conference date and time (along with whether vendor attendance is required), the due date and time for questions and clarifications, and the due date and time for the submittal deadline. The RFP must also stipulate that technical proposals must be in a sealed envelope or package separate from the cost proposal, as the cost proposal will be considered separately from the technical proposal. The RFP may encourage the proposal of alternative specifications, scope of work, and proposed contractual terms and conditions, if such alternatives are proposed as the best method of meeting the stated need or solving the stated problem. An RFP may include a request for qualifications (RFQ) or may be preceded by a request for information (RFI).
3. The County may initiate one of the multi-step solicitation processes described below when:
 - (a) in the County's discretion, it is impractical to prepare an adequate or complete description of the goods or services desired (due to insufficient data, uncertain requirements, unfamiliar market options, etc.),
 - (b) the County desires to identify a field of qualified bidders, goods or services, out of a broader field of bidders, goods or services, or
 - (c) the County believes a multi- step process would best serve its purposes.
 - a. **Consecutive Multi-Step Process**
 - i. The County may request unpriced proposals or statements of qualifications to be evaluated based on the criteria in the RFP for purposes of identifying one or more desirable or acceptable goods, services, or professional services, or for purposes of identifying a field of at least three (if possible and available) qualified or most qualified bidders.
 - ii. The County may request demonstrations, samples, or may conduct interviews with bidders to aid in the identification of desirable or acceptable goods, services, or professional services, or in the identification of qualified or most

qualified bidders. In the event the County requests demonstrations or samples, the County is not required to seek or permit demonstrations or samples of goods or services deemed by the County to be less desirable or acceptable than other goods or services for which proposals or statements of qualifications were received. In the event the County conducts interviews with bidders, the County is not required to interview any bidder deemed by the County to be unqualified or less qualified than other bidders.

- iii. After identifying a field of most qualified bidders with the capability of providing the desirable or acceptable goods, services, or professional services, the County may either follow a competitive procurement solicitation process among the field of vendors identified as having the capability to meet the County's requirements for the procurement or by direct negotiation.

b. Simultaneous Multi-Step Process

- i. The County may request that priced proposals be submitted in two separate envelopes, with pricing information contained in one envelope and all other requested information contained in the other envelope. In such case, proposals will be evaluated in accordance with the requirements set forth in the RFP, initially without regard to price and without opening the envelope containing pricing information. Based on such evaluation, the County will establish a field of at least three (if possible and available) qualified or most qualified bidders. The County may conduct interviews with bidders to aid in the identification of qualified or most qualified bidders. In the event the County conducts interviews with bidders, the County is not required to interview any bidders deemed by the County to be unqualified or less qualified than other bidders.
- ii. After establishing a field of qualified or most qualified bidders, the County will open the pricing envelopes of only the qualified or most qualified bidders and evaluate such pricing information in the manner described in the RFP for purposes of recommending/making an award (e.g. most advantageous proposal, price and other factors considered or low price submitted by qualified bidders). In the absence of specific instructions to the contrary in the RFP, pricing information will be evaluated together with all other information required by the RFP for purposes of selecting among the qualified field of bidders the most advantageous proposal, price and other factors considered.

- C. The Purchasing Director may utilize other procurement methods determined to be in the County's best interest. Such methods may include, but are not limited to, Request for Qualifications (RFQ), Request for Information (RFI), Invitation to Negotiate (ITN), Invitation to Participate (ITP), and Request for Letter of Interest (RFLI).

The Competitive Sealed Bid Process

- A. Advertisements/public notice of the sealed bid process shall be posted for at least two (2) full, consecutive weeks between the day the advertisement appears and the last day of collecting solicitations. Public Notice shall be given and posted, at a minimum, on the County's website and in accordance with the requirements of State law, including posting on the Georgia Procurement Registry pursuant to O.C.G.A. §36-80-26, and any applicable funding mechanisms.
- B. The request for proposals shall state the relative importance of price and other evaluation factors.
- C. A pre-proposal conference to explain the procurement requirements may be held at the discretion of the Purchasing Director and the User Department. Vendor attendance may be required at the Purchasing Director's discretion. Such requirement shall be noted in the solicitation and its advertising.
- D. The terms of the solicitation may be modified or clarified through a written addendum issued by the Purchasing Director. Addenda will be attached to the solicitation documents on any electronic bidding platforms and provided to known bidders (e.g. bidders registered through a pre-proposal conference). Each bidder shall acknowledge receipt of all addenda in writing.
- E. No proposal shall be eligible for consideration by the County unless it is placed in a sealed envelope or package and actually received by the County by the date and time specified in the solicitation. The Purchasing Director shall cause all proposals to be stamped with the date and time of receipt and secured until the designated opening time. A proposal delivered late shall under no circumstances be eligible for consideration by the County and shall be returned unopened to the bidder (at bidder's expense) or destroyed (if directed to do so by the bidder). Additionally, proposals that do not expressly provide an expiration date are assumed to expire in sixty (60) days from date of issuance.
- F. Proposals shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designated in the solicitation. The name of each bidder shall be announced as the proposals are open, but no other information shall be disclosed, nor shall the proposals be considered an open record until a contract is awarded.
- G. If an error is discovered prior to the opening, the bidder can submit a corrected proposal. The corrected proposal should be clearly marked that it supersedes the proposal originally submitted. If an obvious clerical error is discovered after the proposal has been opened, the bidder may submit a letter to the Purchasing Director within two (2) business days of opening requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The bidder must present clear and convincing evidence that an unintentional error was made. The Purchasing Director will review the correction request, and a judgement will be made. A non-material omission in a proposal may be corrected if the Purchasing Director determines the correction to be in the County's best interests. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.
- H. Proposals may be withdrawn at any time prior to the proposal opening by submitting a letter to the Purchasing Director requesting withdrawal. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. A bidder requesting to withdraw after the proposal has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

The bidder must present clear and convincing evidence that an unintentional error was made. The Purchasing Director will review the withdrawal request and a judgement will be made. Generally, proposal withdrawal after proposals are opened for reasons other than obvious clerical errors is not permitted.

- I. A team consisting of no fewer than three persons shall conduct the evaluation of proposals. This team will typically include the Purchasing Director, the User Department Director, and an additional representative of the User Department selected by the respective Department Director.
- J. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be provided equal opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining updated offers.
- K. Once updated offers have been obtained from all offerors reasonably susceptible of being selected for award, they shall be rescored. The updated scores shall result in a determination as to which suppliers are considered responsive and responsible and qualified to perform the work and a ranking shall be prepared in order of qualifications based upon the scoring values.
- L. Proposals shall be evaluated based on the requirements set forth in the specifications. No criteria may be used in proposal evaluation that is not specifically set forth in the solicitation. Each proposal shall be evaluated to determine whether it is responsive to the scope of services and other terms and conditions contained in the solicitation. In evaluating the proposals, the evaluating team may communicate with each bidder to clarify and amplify each bidder's proposal. No information concerning any other bidder's proposal shall be communicated in any way to the bidder. Additional information may be requested of bidders by the Purchasing Director.
- M. The User Department and the Purchasing Director, after considering the recommendation of the evaluation committee (if applicable), shall select the proposal that is determined to provide the best value to the County.
- N. Upon recommendations of the Purchasing Director, User Department Director, and evaluation committee (if applicable), contract negotiations shall commence with the bidder. If fair and reasonable compensation, contract requirements, and contract documents can be agreed upon, the User Department will prepare an agenda item. Either the User Department, or at the discretion of the County Manager, the selected Proposal may make a presentation to Board of Commissioners to obtain approval for contract award.
- O. If contract terms cannot be agreed upon with the bidder initially selected, the Purchasing Director shall advise the bidder in writing of the termination of negotiations. After termination, negotiations may be conducted with such other bidder determined to be in the County's best interest (the "alternate bidder"). If contract terms can be agreed upon with the alternate bidder, the User Department will prepare an agenda item and make a presentation to the Board of Commissioners to obtain approval for contract award.
- P. The Purchasing Director shall notify the selected bidder in writing of their contract award upon approval by the Board of Commissioners.
- Q. Effingham County shall retain all documentation from the negotiation efforts in the contract file.
- R. The Purchasing Director and the County Attorney will review the contract for form, completeness, insurance considerations, legal implications, and any other items dictated by each situation. The contract will then be sent to the User Department Director and the

Accounting Manger for approval. Any changes to the contract by the User Department Director and/or Accounting Manger will be reviewed by the County Attorney. The Purchasing Director will forward one copy of the contract for signature to the vendor, with them returning two copies. The County Attorney will perform a final legal review before the County Manager signs it. The Purchasing Director will be responsible for having the contract signed by the County Manager or their designee after it is signed by the vendor and if necessary, approved by Board of Commissioners. Once the contract is officially executed, the original of the contract will be filed in the County Clerk's office. The second copy will be returned to the vendor. An electronic copy will be stored in the County's Contract Management System.

- S. Once a contract is awarded by the County, the contract may be amended (or change orders may be submitted) without the necessity of rebidding the contract, provided that such amendments or change orders comply with the provisions of this Purchasing Policy.
- T. Proposals shall be disqualified for consideration if it arrives after the set time for submittal, or if, in the sole determination of Effingham County, the proposal is considered incomplete in any material aspect.
- U. The Purchasing Director shall have the authority to waive all nonmaterial irregularities on any and all proposals except timeliness and signature requirements. Nonmaterial irregularities are those irregularities which do not affect price and/or competition.
- V. In the event two or more bidders are tied in price while otherwise meeting all the required conditions, the bid shall be awarded to the business which is located within Effingham County, or if not within the above, within the State of Georgia. Where no bidder is located in Effingham County or in the State of Georgia, the Purchasing Director shall call a public forum, cause each bidder or stand-in to attend the flip of a coin.
- W. To ensure the best value for any procurement, a minimum of three proposals is preferred. If fewer than three proposals are received, the Purchasing Director will make a determination on the necessity of reissuing the solicitation based on the circumstances surrounding the responses and the feasibility/practicality of reissuing the solicitation.
- X. Solicitations may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when determined by the Purchasing Agent to be in the County's best interest. The reasons for cancellation or rejection shall be made part of the procurement file.
- Y. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to Effingham County.
 - i. Protestors shall seek resolution of their complaints initially with the Finance Director. All protests must be submitted in writing to the Accounting Manger within seven (7) calendar days of the first date that the aggrieved party knew or should have known of the facts giving rise to the protest. The complaint shall specify the alleged act or omission by the County that provides the basis for the complaint. Upon the filing of a written complaint, the Finance Director, within five (5) business days, shall review the merits of the claim and submit a written recommendation to the County Manager. The County Manager is empowered to decide that the contract at issue be voided, upheld, or whatever other relief may be necessary. The County Manager must provide a written response to the aggrieved party within ten (10) business days. If the party bringing the complaint disagrees with the conclusions of the County Manager, the decision may be appealed to the Effingham County Board of Commissioners. In the event of a timely protest under subsection (2) of this section, the Purchasing Director shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the County Manager

or County Attorney makes a determination that the award of the contract without delay is necessary to protect the interests of Effingham County.

Standard Provisions

\Solicitations for Competitive Procurement shall be subject to the following conditions:

- A. The solicitation may be canceled at any time and in the sole determination of Effingham County.
- B. Any solicitation may be rejected in whole or in part.
- C. Any action taken by the County in response to a solicitation shall be made without any liability or obligation on the part of the County or its employees.
- D. The selection, failure, or refusal to make a selection pursuant to such solicitation shall be made without any liability or obligation on the part of the County or its employees.
- E. Any termination of selection, withdrawal, or cancellation of such solicitation, either before or after selection of a bidder or bidder, shall be made without any liability or obligation on the part of the County or its employees.
- F. The County, in its sole discretion, reserves the right to determine the eligibility for selection of any part or parties submitting bids/proposals in response to any solicitation.
- G. All cost incurred in preparing or responding to a solicitation are the sole responsibility of the responding party.
- H. The County and the party responding to a solicitation will be contractually bound only if and when a written contract is fully executed.
- I. Acceptance of Low Bid is not required.
- J. Contract which require a contractor or vendor to perform work on County property must provide general liability and worker's compensation insurance as set forth in the bid documents.
- K. All contracts for the "physical performance of services," as defined in O.C.G.A. § 13-10-90(4), shall be procured and administered in compliance with the requirements of O.C.G.A. § 13-10-91 known as "E-Verify".

Acceptance of Low Bid Not Required

The award of a contract to a prospective contractor or person based on lowest evaluated bid price alone can be a false economy if there is subsequent default, late deliveries, or other unsatisfactory performance resulting in additional contractual or administrative costs. While it is important that County purchases and contracts be made at the lowest possible bid price, this does not require an award to a prospective contractor or person solely because that prospective contractor or person submits the lowest bid. A prospective contractor or person must affirmatively demonstrate his/her responsibility. In evaluating the responsibility of a prospective contractor or person submitting a bid or whether the bid has been submitted by the "lowest responsible and responsive bidder," the purchasing agent or his/her designee shall have the discretion to evaluate factors that may include, but are not limited to: a) the past contracting history, performance and experience with the county or any county authority, county office or county agency of the prospective contractor or person, or any identified subcontractor of the prospective contractor or person; b) whether that prospective contractor or person, or any identified subcontractor of

the prospective contractor or person, is currently on the State of Georgia's suspended or debarred suppliers list, the federal government's list of any debarred, suspended or ineligible contractors and/or any list of suspended, debarred or ineligible contractors maintained by another governmental entity including any other local government; and/or c) whether the prospective contractor or person, or any identified subcontractor of the prospective contractor or person, has sufficient experience, financial ability or credit, judgment, reliability, integrity, trustworthiness, facilities, equipment, perseverance and skill which will assure good faith performance.

Bid, Payment, and Performance Bonds

Bid bonds, payment bonds, and performance bonds or other security are required for all public works construction contracts in conformance with Georgia law (see O.C.G.A. §36-91-70, O.C.G.A. §36-91-90, and O.C.G.A. §36-91-50). Bid bonds, payment bonds, performance bonds, or other security may also be required by applicable project funding requirements or at the discretion of Effingham County as the County deems advisable to protect the County's interests.

Any such bonding requirements shall be set forth in the solicitation.

Bid or performance bonds shall not be used as a substitute for a determination of a bidder's or offeror's responsibility.

Any such bond shall be on the bond form provided by the County; properly executed by the contractor and surety; and issued by a surety company determined to be in good standing with the office of the Georgia Insurance and Fire Safety Commissioner; and listed in U.S. Treasury Department Circular 570 (Federal Register Vol. 62, No. 126) among companies holding certificates of authority as acceptable sureties on federal bonds.

Nothing in this section shall be construed to limit the authority of the County to require a performance bond or other security in addition to those bonds or in circumstances other than those specified in this section.

ALTERNATIVE PROCUREMENT METHODS

Alternative Procurement Methods may be utilized by the County when it is determined to be in the County's best interest. Approval requirements based on the procurement of the dollar amount remain in effect for these methodologies.

Local Vendor Preference

In addition to the Georgia Purchasing Preferences mandated by O.C.G.A. § 36-84-1, Effingham County based businesses may be awarded a contract as the lowest responsive and responsible bidder under the circumstances specified herein. This section shall only be applicable: to purchases funded exclusively by County funds; and regarding purchases funded in whole or in part by funds

other than County funds, where the applicable funding regulations authorize the use of the local preference provisions of this section.

For purposes of this section, Local Vendor shall mean a business which has a fixed office or distribution point in and having a street address within the geographic limits of Effingham County for at least six (6) months immediately prior to the issuance of the solicitation, has a most recent year Occupational Tax Certificate issued by either Effingham County or one of its municipalities, and is current with all taxes, fees, and assessments due the County.

An Effingham County vendor will be given preference in contract award if their responsive and responsible bid is within two percent (2.0%) of the lowest responsive and responsible bid. If multiple Effingham County vendors are within two percent (2%) of the lowest responsive and responsible bid, then contract award will go to the Effingham County vendor with the lowest responsive and responsible bid.

The County may exempt any formal solicitation from the Local Vendor Preference.

OR

Alternative Local Vendor Preference Section

For purposes of this section, Local Vendor shall mean a business which has a fixed office or distribution point in and having a street address within the geographic limits of Effingham County for at least six (6) months immediately prior to the issuance of the solicitation, has a most recent year Occupational Tax Certificate issued by either Effingham County or one of its municipalities, and is current with all taxes, fees, and assessments due the County.

In the event that all other criteria being equal, an out of County proposal is considered the best value price and is there is a Local Vendor bid price within five percent (5%) of the out of County bidder's price, the transaction is subject to local bidder preference.

In these instances, Local Vendor is given up to three (3) working days to match the price of the out of County bidder (i.e. best value price). If the Local Vendor matches the price in writing and all other things being equal, the Local Vendor will be awarded the procurement.

Professional Services

It is the policy of the County to award contracts for professional services on the basis of demonstrated competence and qualifications at a fair and reasonable price with the ultimate selection based on the best interest of the County and receipt of maximum value. Procurement of professional services is exempted by state law from bidding requirements and from this Policy, unless otherwise directed by the Board of Commissioners. (O.C.G.A. § 36-91-2(12)). Professional services procurements in excess of \$100,000 shall be approved by the Board of Commissioners.

Federally Funded Projects and Programs.

In accordance with provisions, regulations, and laws of the United States of America, all departments shall comply with all Federal procurement regulations when procuring goods and

services funded in whole or in part with any Federal grant. All applicable Federally funded County solicitations shall include the requirement for bidders to certify they will comply with all requirements of Federal funding.

This includes qualifications-based purchases. Professional services shall be solicited, evaluated, ranked, selected, and negotiated in compliance with qualifications-based selection processes, including architectural and engineering services, in accordance with 40 U.S.C. Sections 1001 through 1004, commonly referred to as the Brooks Act.

Further, such regulations shall supersede all local purchasing ordinance and policy provisions.

The County shall retain documentation of all solicitation and negotiation activities and resources in soliciting and selecting proposals to demonstrate compliance with the requirements of federally funded projects and programs.

Georgia Department of Transportation (GDOT) Funded Projects

The County follows the Georgia Department of Transportation (GDOT) Procurement Policy for the Procurement, Management, Construction, and Administration of Engineering and Design Related Consultant Services for all State of Georgia and Federally funded transportation projects administered by Effingham County. This includes, but is not limited to, any projects co-funded by the County. From time to time, GDOT may amend the adopted Policy. As such, the County's adoption includes all amendments until the adoption of the policy is voided by a majority vote of the Effingham County Board of Commissioners. Per the requirements of GDOT, personnel involved in the procurement, management and administration of engineering, design related consultant services for all State and Federally funded transportation projects will attend GDOT training as directed by the Agency.

Please refer to the GDOT Purchasing Policy for further details and full compliance criteria.

Construction / Public Construction Projects Governed by O.C.G.A. § 36-91-1 et seq.

Public works construction purchases shall be made in compliance with Title 36, Chapter 91 of the O.C.G.A. Road construction purchases shall be made in compliance with Title 32, Chapter 4, Article 3, Part 2 of the O.C.G.A. When applicable, these laws supersede any requirements of this Policy.

Grants and Donations

The County may be given private/public grants and donations from sources such as the Federal and State government, foundations, or private corporations. These funding types are more restrictive and may dictate the procurement process and methodology that the County is to follow for an award. Notwithstanding any other provision of this policy, the County may enter into any contract, follow any procedure, or take any action that is otherwise at variance with this policy if necessary or convenient to receiving funds from the government of the United States, the State of Georgia, other governmental/public entities, or private entities.

Piggybacking

Piggybacking is the post-award use of a contract allowing a party who was not contemplated in the original procurement to purchase the goods or services included in the contract at the same prices contained in the contract. Piggybacking is allowed when the solicitation document and contract contain an assignability clause that provides for the assignment of all or part of the specified deliverable(s) or stated minimum or maximum quantities of goods to be purchased as originally advertised, evaluated, and awarded. Piggybacking applies to both the base and option quantities included in a contract. The user agency and the procurement department shall not inflate the order quantities of material or services to facilitate piggybacking by other agencies. When utilizing contract options and assignments to meet Federally funded requirements, the procurement department must not negotiate a separate contract based on the terms and conditions of the original.

Where the County obtains these contractual rights through assignment, it may exercise them after first determining the contract price remains fair and reasonable, and all federal requirements have been addressed in the contract's clauses.

State or Local Cooperative Purchasing Contracts

The County may purchase from a State or local cooperative procurement contracts that were competitively awarded as well as being subject to Federal requirements, including, but not limited to, full and open competition, no geographic preferences, Buy America, and required clauses and certifications with its purchase orders issued under the State or local contract. State or local government purchasing schedule or purchasing contract means an arrangement that a state or local government has established with multiple vendors in which those vendors agree to provide an option to the State or local government.

PROJECT DELIVERY METHODS

Subject to the limitations of this Section, any type of contract which will promote the best interests of Effingham County, as determined by the County in its sole discretion, and authorized under State law may be considered for County projects. The use of a cost-plus-a-percentage-of-cost contract is not allowed except with extenuating circumstances and approval of the County Manager. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to Effingham County than any other type or that it is impracticable to obtain the supplies, services, or construction required except under such a contract.

The County Manager shall determine the project delivery method to be used for a particular project, unless a delivery method is required by funding mechanisms or the Board of Commissioners. In determining which method to recommend, the County Manager shall consider the County's requirements, its resources, and the potential contractor's capabilities.

Participation in a report or study that is subsequently used in the preparation of design requirements for a project shall not disqualify a firm from participating as a member of a proposing team in a design-build, design-build-operate-maintain, or design-build-finance-operate-maintain procurement unless such participation would provide the firm with a competitive advantage.

Design- Bid- Build & Design-Build

The Design Build method gives the contractor maximum control of the design and construction project consistent with the County's needs. This method requires a set of performance specifications including functional criteria, any life-cycle cost considerations, and other evaluation factors. The contractor is selected on the basis of its design proposal, proposed price, and other stated evaluation criteria and the design-build method, a fixed or target price for the project is established at time of contract and the contractor designs and builds the project with its own forces.

The Design Bid-Build method requires separate contracts for design services and for construction. For the design services, the qualifications-based procurement procedures must be used. Qualifications-based procurement process shall not be used for the procurement of the construction. A project using design-bid-build construction proceeds in clearly defined steps which may aid in financing and gaining any necessary approvals as well as aid in managing the entire project. Complex or unique projects can be completely thought through and planned before construction begins. Also, before any construction begins, a fixed price for the project can be established.

Design Bid- Build and Design Build are construction methods that may be used by the County when determined to be in the County's best interest.

Construction Management at Risk Services

Construction Management at Risk Services are defined as those contracts for construction management services in which the construction manager assumes financial risks and liabilities placing the manager "at-risk". The construction manager may serve as the general contractor and provide input regarding the design, constructability, coordination, and planning during the design phase. Construction Management at Risk Services may be used by the County when determined to be in the County's best interest and shall be selected through a qualifications-based procurement method.

Construction Management Services

Construction Management Services may be procured if the County enters into a contract for construction management services regarding constructability, cost, planning and coordination of a construction project. Construction Management Services may be used by the County when determined to be in the County's best interest and shall be selected through a qualifications-based procurement method.

Program / Project Management Services

Program/Project Management Services is a project delivery method wherein County enters into a contract for professional management services above and beyond normal architectural or engineering services and serves as an extension of the County staff on the County's behalf during all phases of the program/project. Program/Project Management Services may be used by the County when determined to be in the County's best interest and shall be selected through a qualifications-based procurement method.

Design-Build-Operate Services

Design-Build-Operate services is a project delivery method wherein the County enters into a single contract with one entity responsible for the design, construction, and operation of a facility. Design-Build-Operate may be used by the County when determined to be in the County's best interest and shall be selected through a qualifications-based procurement method.

Progressive Design-Build

Progressive Design Build is a project delivery method in which the County enters into a single contract with one entity responsible for both design and construction services. Progressive Design Build may be used by the County when determined to be in the County's best interest and shall be selected through a qualifications-based procurement method.

Continuing Purchase Contracts / On-Call Professional Services

When it is in the best interest of the County to have pre-qualified, continuing purchasing contracts because of the need to provide quick response, repetitive services or a range of services or professional services within a specified field of expertise, the County may use either a consecutive or multi-step process to identify one or more continuing contractors. The purpose is to identify one or more continuing contractors that demonstrate the ability to perform a particular type of service during a specified contract period.

The solicitation shall specify the general types of services required, the selection process to be used, and the selection criteria for award of the continuing contract(s).

During the term of the continuing contract(s), specific scopes of work may be developed and awarded to the continuing contractor(s) by amendment to such continuing contract(s) through an issuance of a Task Order Agreement, provided that the specific scope of work is consistent with the general type(s) of services upon which award of the continuing contract(s) was made. Board approval is required for all Task Orders or projects awarded to a continuing contractor in excess of \$100,000 in value.

When there is more than one continuing contractor available to perform the specific scope of work defined, the process for award of the work is set forth below:

- a. Work may be rotated during the contract period between the continuing contractor(s) that were selected to perform the general type of services required; or
- b. Award may be made through a Quality Based Selection to the continuing contractor that is deemed, based on its original proposal, to be most advantageous to the County for the specific scope of work required, price, and other factors being considered, and without regard to rotation among selected contractors; or
- c. Quotations, bids, or proposals may be requested from the prequalified continuing contractor(s) that were selected to perform the general type of services or professional services required. The County may select the continuing contractor whose quotation, bid, or proposal is deemed to be most advantageous to the County to perform the specific scope of work required.

Annual Contracts

Unless otherwise provided by law or policy, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of Effingham County provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Contracts shall be renewable on an annual basis subject to a vendor performance evaluation and contract analysis.

An annual contract is authorized where estimated requirements cover the period of the contract and are reasonably firm and continuing; and such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in County procurement.

The total award amount of the annual contract plus renewal periods will be used to determine the requirement for Board approval and signing authority.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled.

Multi-term contracts

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the county, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding calendar/fiscal periods shall be subject to the availability and appropriation of funds, therefore. All multi-year contracts shall comply with the applicable requirements of O.C.G.A. § 36-60-13. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent calendar/fiscal period, the contract shall be canceled.

Multi-Source Contracting

A multiple source award is an award of a contract for one or more similar supplies or services to more than one bidder or offeror. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service or product compatibility. Any multiple source awards shall be made in accordance with the provisions of other sections as applicable. Multiple source awards shall not be made when a single award will meet the County's needs without sacrifice of economy or service. Multiple source awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

Blanket Orders

A Blanket Order means a Purchase Order issued to a vendor which may be left open for a complete fiscal year. The goods or services specified might be ordered/released throughout the fiscal year as needed. A contract shall be required wherein the vendor agrees to provide goods or services on an purchase-on-demand basis and generally establishes prices, terms, conditions and the period

covered, but may not specific quantity. Required Purchasing Authorities will be determined by the Purchasing Director, after consulting with the User Department, to estimate the total fiscal year cost of the Blanket Order Contract. Expenditures on the contract shall be monitored by the User Department and the Purchasing Department and at such time as it becomes evident that purchases above the approved threshold may be required, additional authorities shall be required to continue purchases pursuant to the contract.

ADDITIONAL CONSIDERATIONS

Georgia Products of Preference

The County shall comply with the Georgia Purchasing Preference Provisions of O.C.G.A. §36-84-1.

Standardization

Except to the extent prohibited by law or funding mechanism, Effingham County reserves the right, where appropriate, to standardize vehicles, hardware, software and any other items or services it chooses. Such items or services will only be competitively bid among vendors providing the specific item or service at issue; by way of example, the County may choose to procure vehicles from a single manufacturer in order to standardize use of parts and service and repair procedures. The County Manager will make the final determination as to what will be standardized.

Information Technology Products and Services

The Information and Technology Department should review all purchase requests made for hardware, software, and other data processing equipment and provide a written assessment to the User and Purchasing Departments evaluating the compatibility and standardization of the requested purchase as well as any additional cost, equipment, personnel, or maintenance needs that would result from this purchase.

Add Alternates

It is the policy of the County to limit the selection of add alternates (alternatives) that were not considered in the issued Solicitation. However, the County recognizes that at times circumstances may warrant changes be made to the scope of a project or procurement. All alternative bids, proposals, designs, etc. shall be accompanied by a description and justification and will be reviewed by the Purchasing Director for appropriateness, including assuring approval thresholds are not being subverted. Add Alternate that materially changes the nature, scope, price, or operational considerations (including operational cost) of the project must be reviewed by the County Manager prior to approval, and in his/her discretion to the Board of Commissioners for consideration. The County reserves the right to rebid any contract with add alternates that materially change the nature, scope, price, or operational considerations of the project.

Change Orders

It is the policy of the County to limit orders on procurements. However, the County recognizes that at times circumstances may dictate that changes be made to the scope of a project or procurement. All change order requests shall be accompanied by a description and justification and will be reviewed by the Purchasing Director for appropriateness including assuring approval thresholds are not being subverted. Change orders will be processed to correct the account distribution, quantity, addition/deletion of line items, change in description, and unit price. The County reserves the right to rebid any contract with change orders which exceed ten percent (10%) variance of the original contract amount.

The following Change order thresholds are cumulative over the life of the contract/procurement:

Original Purchase Amount	Cumulative Increase /Decrease in Original Purchase Amount	Approval Authority
\$9,999 or less	Less than 10% of original purchase price	Department Director
	Greater than 10% or original purchase price	Approval Authority same as Purchasing Thresholds
\$10,000 to \$20,000	Less than 10% of original purchase price	Department Director Purchasing Director
	Greater than 10% of original purchase price	Approval Authority same as Purchasing Thresholds
\$20,001 to \$99,999	Less than 10% of original purchase price	Department Director Purchasing Director Finance Director
	Greater than 10% of original purchase price	Approval Authority same as Purchasing Thresholds
\$100,000 or more	Less than 10% of original purchase price	Department Director Purchasing Director Finance Director County Manager
	More than 10% of original purchase price	Board Approval Required

NON-COMPETITIVE PROCUREMENT

Exempt Purchases

The following items may be procured without competitive selection and the Purchasing Agent is authorized to execute the resulting transaction (e.g. procurement card transaction, direct payment, or purchase order) and subsequent change orders (if any):

- Water, sewer, electrical, telephone (land line only; does not include cellular), gas, and other utility services where competition is not available
- Dues and memberships in trade or professional organizations
- Job-related seminars and training, whether provided through an outside organization or by the County for in-house training, including facilities and amenities needed for such training
- Hospitality services.
- Travel including car rentals and expenses including meals and hotel accommodations guidelines established in the County Travel Policy.
- Subscriptions for periodicals
- Postage
- Advertisements (e.g. legal ads, special event ads, etc.)
- Recreational service providers (e.g. recreational instructors)
- Artists, artistic services including graphic design and fireworks, public works of art, music ensembles (bands), and other entertainment providers
- Entertainment venues (e.g. theme parks for recreation camps)
- Vehicle and equipment repair
- Copyrighted materials not available from multiple sources;
- Medical services
- Real estate services
- Appraisal services
- Title insurance and title abstracts for real property
- Services required by proprietary ownership and original equipment manufacturers such as maintenance contracts
- Services or commodities provided by other governmental agencies
- Materials or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offenses by law enforcement personnel.

Single/Sole Source

A contract may be awarded without competition when the Purchasing Director determines, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item or that it is impractical to solicit other sources due to proximity to a project, prior work on a related project, or the need for a specialized skill or expertise. The Purchasing Director shall conduct negotiations, as appropriate, as to price, delivery, and terms. The Purchasing Director shall maintain a list of sole source procurements by each contractor's name, the amount and type of each contract, a listing of the items procured under each

contract, and the identification number of each contract file. A sole source of procurement is subject to the approval authorities established within this Policy.

Original Equipment Manufacturer (OEM)

Competitive Procurement methods are not required for purchases when the purchase is made from the original equipment manufacturer and other sources are not available. The User Department will document the purchase by indicating "OEM Purchase" on the purchase requisition.

Emergency Procurement

Notwithstanding any other provisions of this policy, the County Manager may authorize emergency procurement, up to \$100,000, when there exists an immediate threat or danger to public health, safety, or welfare, loss of public or private property, or interruption in the delivery of an essential governmental services. When the County Manager determines that an emergency exists, the Purchasing Director may make or authorize others to make emergency procurements for supplies, services, construction items, or professional or consultant services. Such emergency procurements shall be made with as much competition as is practicable under the circumstances.

The User Department Director shall attest to the conditions that constitute the immediate threat, danger, or loss of service interruption, the type of emergency, the risks associated with delaying corrective actions, estimates of the time, costs, and work required to mitigate the situation, and such other information as the County Manager and the Purchasing Director may require. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item procured under the contract, and the identification number of the contract file. All such information shall be provided to the Finance Department as sufficient justification for the procurement. Notice of all Emergency Purchases shall be given to the Board of Commissioners as soon as reasonably practicable under the circumstances.

VENDOR ELIGIBILITY

After reasonable written notice to the business involved and reasonable opportunity for that business to be heard, the board of commissioners, after consultation with the county attorney, is authorized to suspend a business from consideration for award of future contracts upon a finding, based upon adequate evidence, that the business has engaged in any activity that might lead to debarment. The suspension shall be for a period in the discretion of the Board of Commissioners and not to exceed three years.

The causes for debarment shall be limited to:

- (1) Conviction under state or federal statutes for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property;
- (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

- (4) Violation, within the preceding three years, of contract provisions, as set forth below, of a character that is regarded by the purchasing agent to be so serious as to justify debarment action:
- a. Failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- (5) A record of failing to pay employees and/or subcontractors in the performance of a contract with the county, a county authority, a county office and/or a county agency;
- (6) A record of dishonesty or inaccuracy in its dealings and contract performance with the County, a County authority, a County office and/or a County agency, including but not limited to a record of duplicate invoicing for invoices already paid, inaccuracies in invoice descriptions, inaccurate documentation supporting invoices, excessive change notices, unreasonable difficulty in reaching an agreement on the value of change notices, and threats to stop work that are without merit;
- (7) Where there is a pending bankruptcy proceeding of a prospective contractor or of any person that owns, controls or manages in whole or in part a prospective contractor
- (8) Where there is a pending lawsuit filed by a prospective contractor or by any person that owns, controls or manages a prospective contractor against the County, a County authority, a County office and/or a County agency;
- (9) Where the county, a county authority, a county office and/or a county agency has a pending lawsuit against a prospective contractor or any person that owns, controls or manages in whole or in part a prospective contractor;
- (10) Where there is a pending lawsuit against a prospective contractor or any person that owns, controls or manages a prospective contractor by any federal, state or local government with regard to contractual performance, bid irregularities, false representations, false statements or false claims, or violations of International Traffic in Arms Regulations (ITAR);
- (11) Where a prospective contractor or any person that owns, controls or manages a prospective contractor is currently on the State of Georgia's suspended or debarred suppliers list, the federal government's list of any debarred, suspended or ineligible contractors, or any suspended or debarred contractor or supplier list of another government entity including any local government.
- (12) Any other cause the board of commissioners determines to be so serious and compelling as to affect responsibility as a county contractor, including debarment by another governmental entity for any cause listed in this article; or
- (13) For violation of the ethical standards in public contracting as provided within this Policy or State or local law.

STAFF RESPONSIBILITIES

The Code of Ordinances for Effingham County appoints the County Manager, or his/her designee as the Purchasing Agent for the County. The Purchasing Agent shall have the following duties and powers:

1. Arrange and negotiate the purchase or contract for all equipment, supplies, and contractual services for the County or any using agency, except as noted; arrange and negotiate for the sale or otherwise dispose of all surplus equipment and supplies or real estate of the County or any using agency.
2. Develop and maintain a purchasing policy and procedure manual which will be updated periodically.
3. Direct efforts to procure services through advertisements of bids in the local legal organ, the Georgia Procurement Registry, and other methods as required by this Policy, County ordinance, State law, or funding requirements.
4. Require bonds, insurance, and other forms of protection for the County in the process of procuring goods and services for the County.
5. Terminate solicitations for bids for any good(s) or service(s) when it is in the County's best interest to do so. Reasons may include termination, breach of contract, or anticipated breach of contract.
6. Reject any and all bids when deemed in the County's best interest to do so.
7. Consult with the County Attorney if a contracting party breaches or is reasonably anticipated to breach its contract with the County.
8. Advise the Accounting Manager and County Manager on the status of negotiations as well as contract provisions and their impacts on the County.
9. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation.
10. Provide contract administration and supervision of contracts and agreements. Such tasks shall include, but not be limited to, monitoring and processing contract amendments, obtaining applicable insurance certificates, and monitoring applicable progress.
11. Plan and implement processes for the ongoing protection of the County's interests.
12. Recommend and implement policies and procedures to provide for compliance with laws related to bidding, contracting, and purchasing as set forth in the State of Georgia by examining the applicable laws and developing procedures for bidding, contracting, and procurement processes.
13. Have the discretion in determining whether an offer, bid, quotation or proposal is from a "responsible bidder or offeror", a "responsible" business or is a "responsible" offer, bid, quotation or proposal, by evaluating factors that may include, but are not limited to: a) the past contracting history, performance and experience with the County of the prospective contractor or person, or any identified subcontractor of the prospective contractor or person; b) whether that prospective contractor or person, or any identified subcontractor of the prospective contractor or person, is currently on a Federal, State of Georgia or County's list of suspended or debarred suppliers or otherwise ineligible contractors; and/or c) whether the prospective contractor or person, or any identified subcontractor of the prospective contractor or person, has sufficient experience, financial ability or credit, judgment, reliability, integrity, trustworthiness, facilities, equipment, perseverance and skill which will assure good faith performance.
14. The Purchasing Agent may delegate authority to purchase certain supplies, services or construction items to other county officials, if such delegation is deemed necessary for the effective procurement of those items.

15. The User Department has responsibilities as provided throughout this policy including, but not limited to, the following:
 - a. The User Department is responsible for determining the need for material or service and providing appropriate documentation and justification, including a purchase requisition.
 - b. The User Department is responsible for providing proper funding.
 - c. The User Department is responsible for determining the quantity, quality, dimensions, duration, estimated purchase price, and all other necessary specifications essential to the determination of what is to be procured. The specifications must, where applicable, conform to the approved County standards for identity and continuity
16. It is imperative that the User Department transmits its need to the Purchasing Agent. The Purchasing Agent can only purchase supplies and services on the basis of an approved and completed purchase requisition. A properly approved purchase requisition contains, as a minimum, the following information: Complete description and specifications; Quantity; Need date (lead time of at least one week must be allowed); Estimated cost; Freight; Complete budget account number; Previous purchase information or quotation (if known); Known or suggested vendor(s); Authorized approval of department head; and Authorized approval from the Finance Director.
17. Prior to the presentation of a contract to Board of Commissioners, the User Department is responsible for preparing a schedule outlining the components of the bid and the variations in the proposals received. The schedule should include where possible an evaluation of cost.
18. The User Department is responsible for advising the Purchasing Office in writing a Receiving Report within two business days after receipt or within four business days if the items or services are found to be unsatisfactory.

Budget Review

Except as otherwise provided for in emergencies, no purchase order shall be issued unless there is sufficient unencumbered appropriation, in excess of all unpaid obligations, of the using agency to cover the amount of such purchase. Each respective Department Head or designee has the responsibility for reviewing budget availability prior to beginning the procurement process. The Finance Department shall certify sufficient unencumbered appropriation balance to defray the cost of the purchase in its review of the request.

Scheduling of Purchases

Where reasonably practical, equipment and capital purchases shall be made on a periodic scheduled basis rather than at one time. To avoid excessive demand on County revenue, equipment and capital purchases shall be broken down and purchased as funding is determined as available. The Board of Commissioners may specify a time for the purchase of any budgeted item.

Purchasing Manual

The Purchasing Director may provide a uniform purchasing manual including a step-by-step description of the proper procedures for purchasing goods and services, samples of all forms used in the purchasing process, and a clearly defined explanation of the proper use of such forms and procedures.

DEFINITIONS

When used in this policy, the following words, terms, and phrases, and their derivations, shall be the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

Addendum: A change, clarification, or correction in the solicitation documents prior to the award of a contract.

Adequate evidence means information sufficient to support the reasonable belief that a particular act or omission occurred.

Architectural-engineering services means those professional services within the scope of the practice of architecture, professional engineering or other such professional services, as defined by the laws of the State of Georgia.

Best value: The most advantageous balance of price, quality, time, and performance considerations at competitive costs over the useful life of the goods/services, which best meets the operational needs of the User Department. When applicable, procurement decisions should include costs beyond the initial purchase (e.g. total cost of ownership principles which include maintenance, support, useful life, efficiencies, operational savings, etc.).

Bid opening: The act of publicly opening the bid envelopes and making the bids available for public inspection.

Bid: An offer submitted in response to public notice of an intended sale or purchase.

Bidder: One who submits an offer in response to public notice of an intended sale or purchase, including by submittal of a bid, a proposal, or a quote.

Bond: A form of financial protection against damages; a binding agreement executed by a bidder or vendor and another party to guarantee the performance of certain obligations or duties to the purchaser. (See also “payment bond” and “performance bond.”)

Budget: The annual appropriations for each User Department together with any subsequent budget amendments.

Change order: An agreed upon addition to, deletion from, correction, or modification of a contract, typically making a change in the scope of work and typically involving a price modification.

Board of Commissioners: The legislative and governing body of Effingham County.

County: Effingham County and, as the context warrants, those persons or bodies authorized to act on its behalf, including but not limited to the Board of Commissioners, other elected or appointed officials, committees, and staff.

Competitive procurement: A procurement based upon the outcome of one of the competitive processes set forth in this policy, where award is made based on the lowest quotation or bid submitted by a responsible and responsive bidder or to the most qualified or advantageous proposer based on the qualitative and/or quantitative factors identified for the procurement. A competitive award can be made even if only a single bid or proposal has been received from a bidder or proposer who is determined to be responsible and responsive.

Construction: The process of building, altering, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property other than those projects covered by Chapter 4, Article 3, Part 2 of Title 32 of the O.C.G.A.. The term “construction” does not include the routine operation, repair, and/or maintenance of existing structures, buildings, or real property. See O.C.G.A. § 36-91-2(12).

Contract: All types of County agreements for the purchase or disposal of goods, services, or professional services regardless of what they may be called including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts, and purchase orders. Contracts also include amendments, modifications, and supplemental agreements with respect to any of the foregoing. Every contract must be duly authorized and approved prior to execution.

Contractor: Any person or business having a contract with the County.

Department Director: The director of the User Department requesting the procurement. Where applicable, (User) Department Director will also refer to his/her designee.

Department: An organizational unit within County government.

Emergency purchase: The purchase of supplies and/or services whose immediate procurement is essential to protect life or property.

Emergency: An immediate threat or danger to public health, safety, or welfare, loss of public or private property, or interruption in the delivery of an essential governmental services.

Employee: An individual drawing a salary or wage from the County, elected or not, whether on a full-time, part-time basis, or contractual third-party. The term shall encompass all members of the governing authority without regard to whether or not such individual is compensated.

Gifts/favors: Anything of any service of value. Value shall be considered anything in excess of \$100.

Goods: Supplies, apparatus, materials, equipment, and other forms of tangible personal property used by a County department in the accomplishment of its responsibilities.

Invitation to bid (ITB): All documents utilized for soliciting bids, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the

procurement. Bids are requested when requirements are clearly defined, price is the major determining factor for award, and a formal sealed submittal is required.

Effingham County vendor: A person or business entity that meets the following requirements: Has a permanent place of business within County limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence. Is not delinquent on any taxes/fees owed to the County. The Effingham County vendor will be required to certify their eligibility as part of the formal solicitation process.

Late bid/proposal: A bid or proposal received after the time or date such bid or proposal was due, as stated in the solicitation documents.

Payment bond: A bond which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.

Performance bond: A bond provided by a contractor/supplier in which a surety guarantees to the County that the goods are delivered or the services are performed in accordance with the contract documents. A letter of credit issued by a financial institution that meets the County's requirements may, at the discretion of the County, be substituted for the performance bond.

Practicable: Satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.

Professional services: Services that involve specialized education, knowledge, labor, judgment, and skill which are predominantly mental or intellectual (as opposed to physical or manual) in nature. Professional services typically require professional licensing such as architects, auditors, engineers, etc. The Purchasing Agent makes the final determination on which services are classified as professional services.

Protest: A specific written objection by an interested person to a solicitation, or an award or proposed award of a contract.

Protestor: An actual bidder who is aggrieved in connection with the bid process, including contract award, and who files a protest in writing in accordance with this section.

Public Works construction project (O.C.G.A. Chapter 91 of Title 36): The building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than those projects covered by O.C.G.A. Chapter 4 of Title 32 (highways and bridges). Such term does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property, or any energy savings performance contract or any improvements or installations performed as part of an energy savings performance contract.

Purchase order: A document authorizing Effingham County employee contracting with a seller to deliver goods with payment to be made later.

Purchasing Director: The principal purchasing official of Effingham County as appointed by the County Manager.

Purchasing Office: The office responsible for procurement for the County.

Purchasing: The process of securing materials, services, repairs, leases, and rentals necessary for the operation and support of the County. The renewal, renegotiations, and changes to contracts, leases, and agreements are functions of purchasing.

Responsible bidder: A vendor who has the capability in all respects to perform fully the contract requirements and experience, integrity, perseverance, reliability, facilities, and reliability which assures good faith performance.

Responsive bidder: A vendor who has submitted a bid that conforms in all administrative and material respects to the requirements stated in the invitation to bid.

Sealed bid: An offer submitted in response to a formal procurement solicitation in a closed envelope to be opened at a specific time and place.

Sealed proposal: An offer submitted in response to a formal procurement solicitation in a closed envelope where the technical response and cost are separated to be opened at specific time and place.

Services: Any performance of effort or labor, for which the County has contracted other than professional services or services classified as construction.

Single source: A vendor which demonstrates the unique knowledge, skills, and/or performance required to ensure successful consultation, implementation, installation, maintenance, etc., of a requested good/service which is an integral component of the County's existing infrastructure, equipment, and/or operations.

Sole source: Only one vendor possesses the unique and singularly available capability to provide the goods/services.

Specification/scope of work: Any description of the physical or functional characteristics, or of the nature of goods, services, or professional services. Specifications or scope of work may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.

User Department: The department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User Department is responsible for funding the need and advising purchasing of the approved funding and the specific budget account number.

Vendor: Anyone who has filed a vendor application with Effingham County.