



This Genesee County Purchasing Policies and Procedures have been adopted by the Genesee County Board of Commissioners. It is the Board's determination that all County Departments shall follow the procedures set forth in these Regulations. Any prior regulations related to purchasing by County Departments are hereby rescinded and replaced.

The Purchasing Policies and Procedures are adapted from the Model Procurement Ordinance promulgated by the American Bar Association. The Model Procurement Ordinance was developed by the ABA Sections of Urban, State, and Local Law and Public Contract Law, and was reviewed by the National Institute of Governmental Purchasing.

The Purchasing Policies and Procedures were approved at a regular meeting of the Board of Commissioners held on September 12, 2015 to be determined.

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ADMINISTRATIVE CONTROL OF FUNDS

Genesee County's internal controls are the organization, policies, and procedures that the agency uses to reasonably ensure that:

- Programs achieve their intended results.
- Resources used are consistent with agency mission.
- Programs and resources are protected from waste, fraud, and mismanagement.
- Laws and regulations are followed.
- Reliable and timely information is obtained, maintained, reported and used for decision making.

Genesee County's internal controls include objectives specific to compliance with the Antideficiency Act, ensuring that:

- Expenditures and obligations do not exceed the amounts available in the appropriation, apportionment, allotment, suballotment, and/or other administrative subdivisions or limitations of funds.
- Obligations do not occur before an appropriation is made or otherwise authorized by law.
- Staff are adequately trained and knowledgeable about the current status of funds, including the current year's appropriation, apportionment, allotment, suballotment, and other administrative subdivisions or limitations of funds.
- Approving and certifying officials have adequate and current training in appropriations law and the budget process, OMB Circular A-123, and budget execution practices that may prevent violations of the Antideficiency Act.
- Commitment and obligation tracking can be monitored in real time with comparisons to the apportionment, allotment and suballotment, on a fiscal year and quarterly basis.

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ARTICLE 1 - GENERAL PROVISIONS

Part A - Purpose and Application

1-101 Purpose

The purpose of these Policies and Procedures is to provide for the fair and equitable treatment of all persons involved in public purchasing by Genesee County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

1-102 Application

These Policies and Procedures apply to contracts for the procurement of supplies, services, and construction, entered into by Genesee County after the effective date of these Regulations. They shall apply to every expenditure of public funds by Genesee County irrespective of the source of the funds. When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal or state law and regulations. Nothing in these Policies and Procedures shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

Part B - Public Access to Procurement Information

1-201 Public Access to Procurement Information

Procurement information shall be a public record to the extent provided in Act 442 of the Public Acts of 1976 (Michigan Compiled Laws (MCL) 15.231 et seq.), as amended, and shall be available to the public as provided in said statute.

Part C – Interpretation

1-301 Definitions

- 1) *Best and Final Offer (BAFO)*: In a competitive negotiation, the final proposal submitted after negotiations are completed that contains the proposer's most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.
- 2) *Best Value*: An assessment of the return which can be achieved based on the total life cycle cost of the item; may include an analysis of the functionality of the item; can use cost/benefit analysis to define the best combinations of quality, services, time, and cost considerations over the useful life of the acquired item. A procurement method

that emphasizes value over price. The best value might not be the lowest cost. Generally achieved through the Request for Proposal (RFP) method.

- 3) *Bid*: (noun) the response submitted by a bidder to an invitation for bids (IFB) or to a multi-step bid. Sometimes the complete bid document may be referred to as “the bid”. The response to a request for proposal (RFP) is called a proposal or offer. Also see Solicitation.
- 4) *Bid*: (verb) to submit a bid response. By submitting a bid response, one person (the vendor/contractor) gives the buyer the legal power to create a contract with the responding seller in accordance with the bid response. Also see Solicitation.
- 5) *Bid Bond*: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.
- 6) *Blanket Order*: An agreement to purchase a given quantity of specific goods over a specified period of time, usually one year. The contract generally establishes prices, terms, conditions, and the period covered, although no quantities are specified; shipments are to be made when and as required by the purchaser which in certain cases may be the end user. Also see *Systems contract*. Formerly referred to as a *Planned PO*.
- 7) *The Board* means the Genesee County Board of Commissioners.
- 8) *Brand Name or Equal Specification*. A specification limited to one or more items by manufacturer’s name or catalogue number to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements, and which provides for the submission of equivalent products.
- 9) *Brand Name Specifications*. A specification limited to one or more items by manufacturers’ name or catalogue number.
- 10) *Bridge Contract* generally used when referring to contracts where we are using the results of another governmental entity’s purchasing process rather than performing our own procurement. Essentially, we are agreeing to accept the vendor that the other governmental entity selected at the same terms and price, but in order to do so, the Controller (formerly the Purchasing Director) has to conclude that the other governmental entity’s procurement process used adequate competition, and that the overall purchase is in the County’s best interests. This analysis should involve a review of market prices for the good or service we are purchasing to ensure that we are getting a good deal. See piggyback

- 11) *Business*. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity offering or providing a product or service to the County.
- 12) *Capital Equipment*. An article costing more than \$1,000.00, with a useful life of more than one year, but excluding Information Technology.
- 13) *Change Order*. A written order issued by the Contract Administrator or the Controller directing the contractor to make changes which the “changes” clause of the contract authorizes the Contract Administrator or Controller to order without the consent of the contractor.
- 14) *Contract Modification (bilateral change)*. Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
- 15) *Confidential Information*. Any information which is available to any employee only because of the employee’s status as an employee of the County and is not a matter of public knowledge or available to the public on request.
- 16) *Construction*. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, or routine maintenance of existing structures, buildings, or real property.
- 17) *Contract Administrator*. Following the award of a contract, the County staff assigned to assure full compliance with all of the terms and conditions contained within the contract document, including price. The Contract administrator is responsible for activities that include payment, monitoring of progress, inspection and acceptance, quality assurance, monitoring and surveillance, modifications, negotiations, contract closeout, and other activities.
- 18) *Contract*. All types of County agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.
- 19) *Contractor*. Any person or entity having a contract with the County.
- 20) *Controller* means the Genesee County Controller or a County employee designated by the Controller in writing to act on his behalf on County purchasing matters.
- 21) *Cost Analysis*. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

- 22) *Cost Data.* Factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.
- 23) *Cost-Reimbursement Contract.* A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of these Regulations, and a fee or profit, if any.
- 24) *Department.* Any department or other governmental unit designated as a “department” within the budget system of Genesee County, irrespective of whether that unit in any other respect, sense or designation is a unit of County government.
- 25) *Direct or Indirect Participation.* Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase or request, influencing the content of any specification or procurement standard, or rendering of advice, investigation, auditing, or any other advisory service.
- 26) *Employee.* An individual drawing a salary or wages from the County, whether elected or not. For the purposes of these Purchasing Regulations, the definition of *Employee* also includes any non-compensated individual performing personal services for the County or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the County, and any non-compensated individual serving as an elected official of the County.
- 27) *ERP/FMS* this is the Enterprise Resource Planning/Financial Management System in place at Genesee County.
- 28) *Financial Interest.*
- i. Ownership of an interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than \$100 per year, or its equivalent;
 - ii. Ownership of any property or business; or
 - iii. Holding a position in a business such as officer, Controller, trustee, partner, employee, or the like, or holding any position of management.
 - iv. Ownership of stock in a corporation and receipt of compensation, dividends or other benefits by virtue of that ownership. However, ownership of stock in a corporation does not constitute a financial interest within the meaning of these Policies and Procedures if the stock owned is not listed on a stock exchange and does not exceed 1% of the total outstanding stock of any class, or, if the stock is listed on a stock exchange, if the stock does not have a present market value in excess of \$25,000.

- 29) *Genesee County Business*. A sole proprietorship, partnership, limited partnership, limited liability company, or corporation whose primary place of business is located within Genesee County, Michigan, and who has made a personal property tax filing with a city or township treasurer within Genesee County within the last 12 months, or who has paid a real property tax assessment to a city or township treasurer within Genesee County within the last 12 months.
- 30) *Gratuity*. A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 31) *Immediate Family*. A spouse, children, parents, brothers, and sisters.
- 32) *Imprest Fund*: A petty cash fund. A cash reserve for expenditures made in accordance with established policies and controls.
- 33) *Information Technology*. Management Information Services equipment such as computers, servers, monitors, printers, scanners, input devices, networking equipment, and software, and telecommunications equipment such as telephones, fax machines, modems, routers, switches, and network devices. In addition, this definition includes support and service contracts for all types of computer equipment.
- 34) *Invitation for Bids (IFB)*: All documents used to solicit competitive or multi-step sealed bids. Also known as Invitation To Bid (ITB). Used when the procurement is worth \$30,000 or more and has fairly straightforward requirements or defined specifications with quantities, selection is made on the lowest responsive price.
- 35) *IT Director*. The Director of the Genesee County Information Technologies Department.
- 36) *Non-Responsible (Solicitation)*: A response to a bid or offer from a contractor, business entity or individual that does not have the ability or capability to fully perform the requirements of the bid or offer. A business entity or individual who does not possess the integrity and reliability to assure contractual performance. Or a response to a bid or offer that does not conform to the mandatory or essential requirements contained in the solicitation.
- 37) *Payment Bond*: A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include: cashier's check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit. Also known as Labor and Materials Bond.
- 38) *Performance Bond*: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete

the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

- 39) *Person.* Any business, individual, union, committee, club, other organization, or group of individuals.
- 40) *Petty Cash.* Is an accessible store of money kept by a department for expenditure on small, routine operating expenses, rather than writing a check. Petty cash funds work on the Imprest system, in which there is a fixed amount of cash on hand and drawn upon for a specific expenditure based on adequate supporting documentation. Periodically, when the money is spent it will be replenished as requested by the custodian of the fund.
- 41) *Piggyback (Piggyback Cooperatives):* A form of intergovernmental cooperative purchasing in which an entity will be extended the pricing and terms of a contract entered into by a larger entity. Generally a larger entity will competitively award a contract that will include language allowing for other entities to utilize the contract which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own. Example: A smaller government agency has the ability to use its state's issued contract to obtain goods and services which is also known as Riding a Contract.
- 42) *Preferred Business.* A Genesee County Business, or a Veteran-Owned Business.
- 43) *Procurement.* The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to obtaining of, or seeking to obtain, any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
- 44) *Procurement Card (pCard):* A payment method whereby internal customers (requisitioners) are empowered to deal directly with suppliers for purchases using a County credit card issued by a bank or major credit card provider. Generally a pre-established credit limit is established for each card issued. The cards enable eProcurement and facilitate on-line ordering, frequently from pre-approved suppliers under blanket contracts.
- 45) *Public Agency.* A public entity subject to or created by the County.
- 46) *Qualified Products List.* An approved list of supplies, services, or construction items described by model or catalogue numbers, which, prior to competitive solicitation, the Controller has determined will meet the applicable specification requirements.
- 47) *Quote:* An informal purchasing process which solicits pricing information from several sources. Used for purchases under \$30,000.

- 48) *Real Property*: Real property is any property that is attached directly to land, as well as the land itself. Real property not only includes buildings and other structures, but also rights and interests. Real property can be either rental or residential. It is distinguished from the other type of property, personal property, which is made up of movable items.
- 49) *Request for Proposals (RFP)* is a formal invitation from the purchasing department to suppliers to submit an offer. The offer is to provide a solution to a need the County has identified. The RFP procurement process is a competitive method that allows judgment of the supplier's experience, qualifications, and solution to be considered in addition to price, based on defined evaluation criteria. Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process.
- 50) *Request for Qualifications RFQ*. All documents, whether attached or incorporated by reference, utilized for soliciting offers for the purpose of a qualifications based determination. A RFQ is issued by a procurement entity to obtain statements of the qualifications of potential development teams or individuals (i.e. consultants, bidders) to establish the responsibility of prospective bidders/offerors or gauge potential competition in the marketplace, prior to issuing the solicitation.
- 51) *Responsible Bidder or Offeror*. A contractor, business entity or individual who has the capability in all respects to meet all of the requirements of the solicitation and perform fully the subsequent contract requirements. Must possess the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance and perform as contractually required.
- 52) *Responsive Bidder*. A contractor, business entity or individual who has submitted a bid or proposal which conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
- 53) *Services*. The furnishings of labor, time, or effort by a contractor, not involving the delivery of goods or materials other than reports which are merely incidental to the required performance, e.g. repairs, training, consulting, etc. This term shall not include employment agreements or collective bargaining agreements.
- 54) *Single Sourcing*: A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available. Also see *Sole Sourcing*.
- 55) *Sole Sourcing*: Selection of one particular supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability. In government procurement, a sole source justification may be required from the requestor. Also see *Single Sourcing*.

- 56) *Solicitation*: An invitation for bids, a request for proposals, telephone calls or any document used to obtain quotes, bids or proposals for the purpose of entering into a contract.
- 57) *Specification*. A description of goods and/or services. Any precise description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery. A description of what the purchaser seeks to buy and what a bidder/proposer must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples.
- 58) *Supplies*. All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land. All tangible items purchased or consumed by an organization.
- 59) *Surplus Property*. Surplus property is all personal property, including equipment, capital equipment, information technology, and supplies, owned by the County that is not currently being utilized by any County Department.
- 60) *Systems Contract*. A contract that establishes a source of supply for a specified period for a large group or related family of materials; a method of procurement designed to improve reordering of materials used repeatedly. May include a catalog with a list and description of items that can be purchased. Also see *Blanket Order*.
- 61) *Using Agency*. Any department, commission, board, or public agency requiring supplies, services, or construction procured pursuant to these Regulations.
- 62) *Veteran*. A person who served in the active military forces, during a period of war or who received the armed forces expeditionary or other campaign service medal during an emergency condition, and who was discharged or released therefrom under honorable conditions.
- 63) *Veteran-Owned Business*. A business which is at least 51% owned by veterans.

ARTICLE 2 – AUTHORIZED PURCHASING OFFICIAL

2-101 [RESERVED]

2-102 Authority and Duties

- (1) *Authorized Public Purchasing Official.* Except as otherwise provided herein, the Controller shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of supplies, services, and construction in accordance with these Regulations, as well as the management and disposal of supplies.
- (2) *Duties.* In accordance with these Regulations, and subject to the supervision of the County Board of Commissioners, the Controller shall:
 - (a) procure or supervise the procurement of all supplies, services, and construction needed by the County;
 - (b) sell, trade, or otherwise dispose of surplus equipment and supplies belonging to the County; and
 - (c) establish and maintain programs for specification development, contract administration and inspection and acceptance, in cooperation with the public agencies using the supplies, services, and construction.
- (3) *Approval of Award.* The Controller shall make no bid award of any contract other than as authorized by these Purchasing Regulations, unless approved by the County Board of Commissioners.
- (4) *Operational Procedures.* Consistent with these Regulations, and with the approval of the Genesee County Board of Commissioners, the Controller may adopt operational procedures relating to the execution of his or her duties.

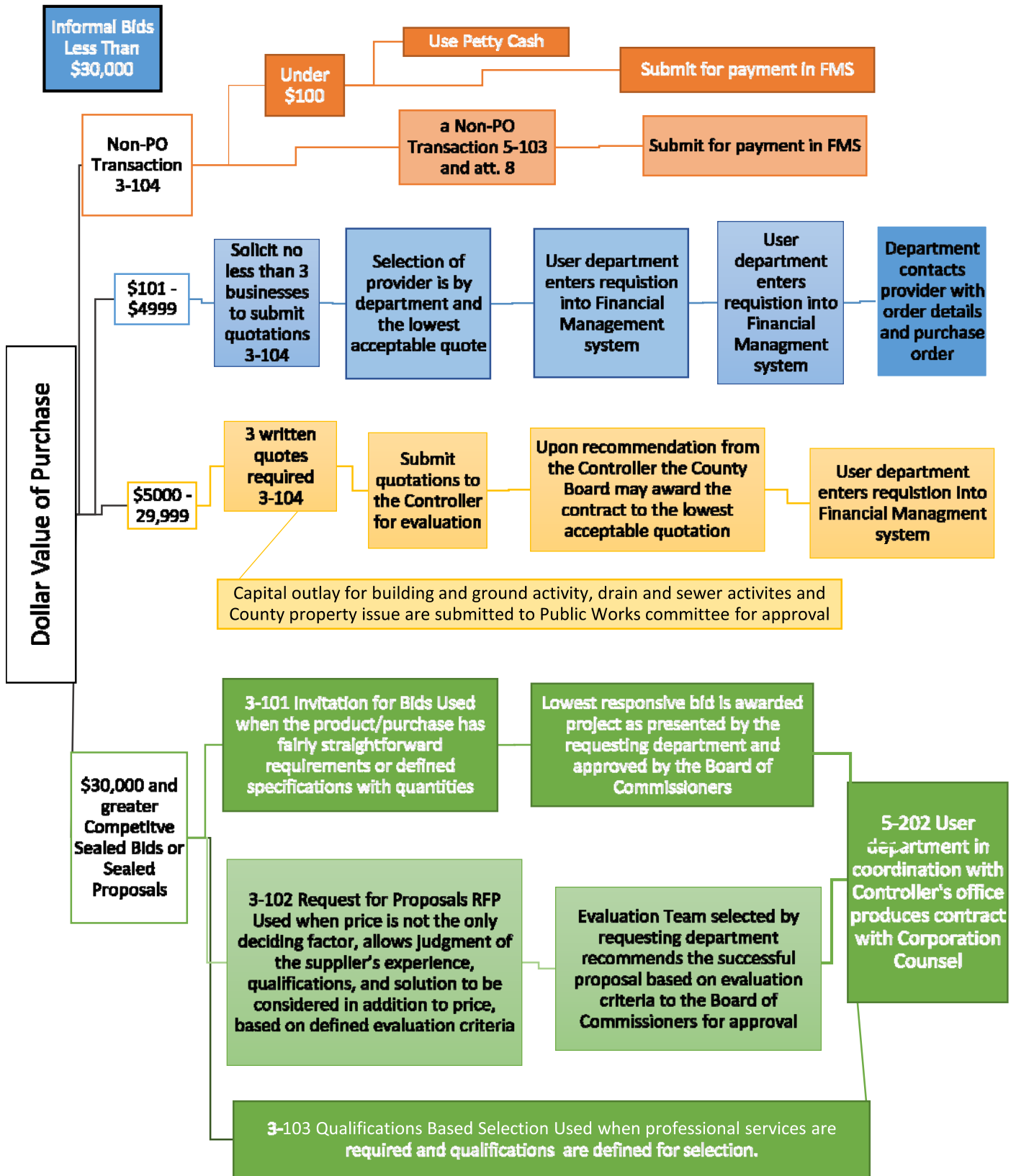
2-103 Delegations to Other County Officials

With the approval of the County Board of Commissioners, the Controller 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.

Attachment 1 Sample - Delegation of Authority Form

Source Selection Based on Dollar Value of Purchase See Article 3 for additional information.

Source Selection Based on Dollar Value of Purchase



ARTICLE 3 - SOURCE SELECTION AND CONTRACT FORMATION

Part A - Methods of Source Selection

3-101 Competitive Sealed Bidding

- (1) *Conditions for Use.* All procurement contracts of the County shall be awarded by the use of competitive sealed bidding except as otherwise provided in Sections 3-102 (Competitive Sealed Proposals), 3-103 Requests for Qualifications, 3-104 (Small Purchases), 3-106 (Public Entity Procurements), 3-107 (Bridge Contracts), 3-108 (Sole Source Procurement), and 3-109 (Emergency Procurements), of these Regulations.
- (2) *Invitation for Bids. (IFB)* An invitation for bids shall be issued when the procurement is worth \$30,000 or more and shall include defined specifications, and all contractual terms and conditions applicable to the procurement. Selection is made on the lowest responsive price.
- (3) *Public Notice.* Adequate public notice of the invitation for bids shall be given, which notice shall be not less than fourteen (14) calendar days prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation, County website or other widely read website for solicitations. The public notice shall state the place, date, and time of bid opening.
- (4) *Bid Opening.* 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 amount of each bid, and such other relevant information as the Controller deems appropriate, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with Section 1-201 (Public Access to Procurement Information).
- (5) *Bid Acceptance and Bid Evaluation.* Bids shall be unconditionally accepted without alteration or correction, except as authorized in these Regulations. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in the evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.
- (6) *Correction or Withdrawal of Bids; Cancellation of Awards.* Corrections or withdrawal of inadvertently erroneous bids before or after bid opening, or

cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- (a) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (b) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Controller.
- (7) *Second Chance for Preferred Businesses.* Unless the funding source for the contract prohibits such preferences, within 5 business days of bid opening, if the lowest responsive responsible bidder is not a Genesee County Business or a Veteran-Owned Business, a Genesee County Business or Veteran-Owned Business who has submitted a responsive bid that is no more than 5% higher than the lowest responsive bid may submit an amended bid to the Controller. In the event that there are multiple Preferred Businesses that would qualify for an opportunity to submit an amended bid, only the Preferred Business submitting the lowest qualifying bid may submit an amended bid. A Preferred Business who is the lowest responsive responsible bidder may not amend their bid pursuant to this section. Amended bids submitted by Preferred Businesses in this manner shall be considered along with other responsive bids submitted by responsible bidders.
- (8) *Award.* The Using Agency, with the advice and approval of the Controller, shall evaluate the bids and recommend award of the contract to the Board. The Board of Commissioners shall award the contract to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. In the event the lowest responsive and responsible bidder submitted a bid for a construction project which exceeds available funds as certified by the Controller, the Controller is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids. The Board of Commissioners may award multiple contracts, dividing the goods, services, or construction called for in the

invitation for bids between multiple responsive and responsible bidders, if it is in the best interest of the County.

- (9) *Multi-Step Sealed Bidding.* A method of source selection involving two competitive steps, combining the elements of both competitive sealed bids and competitive sealed proposals. The first step may require the submission of technical and price proposals with only the technical proposals being evaluated and scored. The second step involves the opening of price proposals of those firms who have achieved the highest technical scores. This may also be used when it is considered impractical to initially prepare a purchase description or specifications to support an award based on price, an invitation for qualifications may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

3-102 Competitive Sealed Proposals

- (1) *Conditions for Use.* When the Controller determines that the use of competitive sealed bidding is either not practicable or not advantageous to the County, a contract may be entered into by use of the competitive sealed proposals method.
- (2) *Request for Proposals.* (RFP) Proposals shall be solicited through a request for proposals. The offeror is to provide a solution to a need the county has identified. The RFP procurement process is a competitive method that allows judgment of the supplier's experience, qualifications, and solution to be considered in addition to price, based on defined evaluation criteria. Issued when the procurement is worth \$30,000 or more
- (3) *Public Notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 3-101(3) (Competitive Sealed Bidding, Public Notice).
- (4) *Receipt of Proposals.* A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.
- (5) *Disclosure of Offerors, Contents.* The identity of any offeror or the contents of any proposal shall not be disclosed to competing offerors prior to award of the contract.
- (6) *Evaluation Factors.* Are the qualitative factors that an evaluation committee will use to evaluate/score a proposal and select the most qualified proposer/offeror. May include such factors as past performance, references, management and technical capability, price, quality and performance requirements.

- (7) *Discussion with Responsible 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 award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors who submitted proposals determined to be reasonably susceptible of being selected for award 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 submissions and prior to award for the purpose of obtaining best and final offers.
- (8) *Preference for Genesee County Businesses and Veteran-Owned Businesses.* Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
- (9) *Award.* The Using Agency, with the advice and approval of the Controller, shall evaluate the proposals and recommend award of the contract to the Board. The Board of Commissioners shall award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the request for proposals. The bid file shall contain the basis on which the award is made. The Board of Commissioners may award multiple contracts, dividing the goods, services, or construction called for in the request for proposals between multiple responsive responsible offerors, if it is in the best interest of the County.

3-103 Qualifications Based Selection

- (1) *Conditions for Use.* When professional services are required by the County and using a qualifications based selection criteria is determined by the Controller to be the most appropriate procurement process to be used, a contract may be entered into by use of the request for qualifications method.
- (2) *Request for Qualifications. RFQ* As determined by the Controller, qualifications shall be solicited through a request for qualifications. The request may specify the services needed and the price the County may pay for those services. Further, qualifications may be solicited for the purpose of pre-qualifying firms for the issuance of an invitation for bids or request for proposals. In issuing a request for qualifications where the scope of work/services and price to be paid for the services are not clearly specified, the County may engage in negotiating a specific scope of work/services and price with the most qualified offeror. In the event the most qualified offeror and the County cannot reach an agreement through the negotiation process, negotiations may be undertaken with the next most qualified offeror until an agreement is approved by the Board of Commissioners.

- (3) *Public Notice.* Adequate public notice of the request for qualifications shall be given in the same manner as provided in Section 3-101(3) (Competitive Sealed Bidding, Public Notice).
- (4) *Receipt of Qualifications.* A register of qualifications shall be prepared containing the name of each offeror and the qualifications of each offeror. The register of qualifications shall be open for public inspection only after contract award.
- (5) *Evaluation Factors.* The request for qualifications shall state the evaluation factors to be used in selecting the successful offeror.
- (6) *No Modification of Services or Price.* There shall be no change to the services or the price set in the request for qualifications without the approval of the Controller.
- (7) *Preference for Genesee County Businesses and Veteran-Owned Businesses.* Unless the funding source for the contract prohibits such preferences, in the case of requests for qualifications where a quantitative based evaluation criteria is used for evaluating responsive submissions, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
- (8) *Award.* The Using Agency, with the advice and approval of the Controller, shall evaluate the qualifications and recommend award of the contract to the Board. The Board of Commissioners shall award the contract to the responsible offeror whose qualifications are determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in the request for qualifications. The bid file shall contain the basis on which the award is made.

3-104 Informal Bids

- (1) *General.* Except as provided in 3-105 below, any contract not exceeding \$30,000 per contract year may be made in accordance with Informal Bids procedure authorized in this Section. Contract requirements shall not be artificially divided so as to constitute an informal bid under this Section. No contract shall be approved unless the purchase is covered by an existing budgetary line item within the Using Department's budget and sufficient funds have been appropriated to cover the purchase.

(a) Submit purchases as a requisition in the FMS to the Controller. Detail lines will show the item(s) to be purchased and Remarks will show the quotes received.

[Attachment 2 Supply Orders Quote Form](#)

[Attachment 3 Entering Requisitions](#)

[Attachment 3A Remark Codes](#)

- (2) *Informal Bids over \$5,000.* For Informal Bids over \$5,000, the Using Department shall solicit no less than three businesses to submit quotations to provide the

good or service sought, and submit such quotations to the Controller for evaluation. Such businesses to be solicited shall include, but not necessarily be limited to, local businesses, if qualified local businesses exist, in order to ensure that there will be full participation of all segments of the local business and contracting community. Upon a recommendation from the Controller, the County Board may award the contract to the business offering the lowest acceptable quotation. Relative qualifications may be considered as well as quoted fees, however, in awarding contracts for services. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record. Unless the funding source for the contract prohibits such preferences, if the most favorable quotation is submitted by a business other than a Genesee County Business or Veteran-Owned Business, the Controller shall afford the Preferred Business who submitted the lowest quotation that is within 5% of the most favorable quotation an opportunity to amend their quotation, and the amended quotation shall be included in the Controller's recommendation to the Board.

- (3) *Informal Bids between \$1,000 and \$5,000.* For Informal Bids between \$1,000 and \$5,000, the Using Department shall solicit no less than three business to submit quotations to provide the good or service sought, and submit such quotations to the Controller for evaluation. Such businesses to be solicited shall include, but not necessarily be limited to, local businesses, if qualified local businesses exist, in order to ensure that there will be full participation of all segments of the local business and contracting community. The Controller shall award the contract to the business offering the lowest acceptable quotation. Relative qualifications may be considered as well as quoted fees, however, in awarding contracts for services. The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record. Unless the funding source for the contract prohibits such preferences, if the most favorable quotation is submitted by a business other than a Genesee County Business or Veteran-Owned Business, the Controller shall afford the Preferred Business who submitted the lowest quotation that is within 5% of the most favorable quotation an opportunity to amend their quotation, and the amended quotation shall be considered.

(a) Submit purchases as a requisition in the FMS to the Controller. Detail lines will show the item(s) to be purchased and Remarks will show the quotes received.

- (4) *Informal Bids less than \$1,000.* The Controller is authorized to approve Informal Bids of less than \$1,000, where the purchase is covered by an existing budgetary line item and sufficient funds have been appropriated to cover the purchase. The Controller shall adopt operational procedures for making such Informal Bids of \$1,000 or less that provide for obtaining adequate and reasonable competition for the supply, service, or construction being purchased. Further, such operational procedures shall require the preparation and maintenance of written records adequate to document the competition obtained,

properly account for the funds expended, and facilitate an audit of the small purchase made. *(Page 13 Source Selection Based on Dollar Value of Purchase shows the purchase/payment process)*

Payments for items costing less than \$1,000 can be made using the following methods:

- (a) Petty Cash – As defined in section 3-105.
- (b) Request for a check for payment of purchases made by informal bid
- (c) Purchase order, Submit purchases as a requisition in the FMS to the Controller. Detail lines will show the item(s) to be purchased and Remarks will show the quotes received

3-105 Category-Specific Informal Purchase Procedures

Use of Petty Cash (imprest cash)

Attachment 4 Petty Cash Application

Petty cash may be utilized to facilitate minor purchases of goods and services. In determining whether to use petty cash, purchase/payment methods should be considered in the following order, for amounts up to \$99.00 including taxes (if unavoidable):

- (a) Where use of a procurement card or purchase order is not possible
- (b) For reimbursement of funds already expended on behalf of Genesee County

As with all expenditures, petty cash may only be used to obtain goods and services required for official County purposes. Employee use of petty cash funds for any personal use is not permitted.

Reimbursement methods

1. Genesee County Treasurer's office

- (a) Once all appropriate signatures and documentation is obtained a staff person can be reimbursed at the cash window during normal business hours.
- (b) All receipts provided to the Treasurer's office must include funding account numbers.

2. Internal Cash (Imprest cash) on hand

- (a) If a department has a business need to have cash on hand it will require a Board resolution approving the establishment.
- (b) A petty cash custodian must be identified by department and sign the Petty Cash Custodian Agreement
- (c) The Controller's office will establish the appropriate balance sheet account.

Reimbursement limitations

1. Limits:

- (a) Cash payments through the Treasurer's Office are limited weekly for a single purchases from petty cash is \$99.00 including taxes.

- (b) It is not appropriate to separate a single purchase (either before or after the expenditure is incurred) for the purpose of circumventing this limit.
- (c) One person/employee will not be reimbursed more than one voucher within the same week; except with the prior approval of the Controller.

2. The following payments may not be made from petty cash funds:

- (a) Wages or related allowances e.g. overtime meal allowances
- (b) Meals and taxi fares. These types of expenditures should be listed on the local travel forms and reimbursed according to the established County travel policies.
- (c) Vehicle maintenance and operation expenses relating to County or private vehicles, including fuel, mileage etc.

Security Controls

Authorized Persons/Signatories

Any person who may seek reimbursement from petty cash funds must obtain approval from an authorized Department Head, Supervisor or Director within the department. Non-supervisory or non-management staff are prohibited from approving petty cash vouchers, regardless of financial delegation.

Evidence of Purchase

All expenditures from petty cash funds are to be substantiated with receipts. Receipts are to display an official company imprest or stamp. Some cash register docketts may not meet this requirement; therefore the store's name is to be included on the petty cash voucher.

Refund of Expenses Already Incurred

Petty cash funds may only be issued on receipt of a petty cash voucher which has been signed by the claimant, approved by an appropriate official with the documentation attached. The total of the petty cash voucher must match the total of the receipt(s).

Funding Source

Petty cash expenditures are to be classified as an expense item for the purpose of internal and external financial reports. All vouchers submitted for payment must include the complete account string that is to be charged. Petty cash expenditures are not to be recorded against petty cash asset account(s).

Responsibilities, Compliance, Monitoring and Review

The Fiscal Services Division will maintain control of petty cash including issue and cancellation of petty cash funds, co-ordination of annual audit and review of discrepancy reports in conjunction with Internal Audit.

The departments with cash on hand are responsible for securing the funds in a manner that has been reviewed and approved by Risk Management.

3-106 Public Entity Procurements

If the Controller determines that it is in the best interest of the County to obtain goods, services, or construction from those available within the public sector, the Board may award a contract to a public entity without competition. Among the factors to be considered in determining whether a public entity procurement is in the best interest of the County is the cost effectiveness of the proposed procurement.

3-107 Sole Source Procurement

Sole Source Procurement

A contract may be awarded without competition when the Controller determines, after conducting a good faith review of available sources and existing equipment, that:

- (1) there is only one source for the required supply, service, or construction item; or
- (2) the chosen source is the best choice in the interests of equipment standardization and efficient operations.

When the contract amount is less than \$5,000, the contract may be awarded by the Controller. Where the contract amount is greater than \$5,000, the Board of Commissioners may award the contract. The Controller shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, and a listing of the item(s) procured under each contract. Attachment Source Selection and Contract Formation

3-108 Emergency Procurements

Notwithstanding any other provisions of these Regulations, the Board Chair or Controller may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the file. 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, and a listing of the item(s) procured under the contract.

3-109 Cancellation of Invitations for Bids or Requests for Proposals

When it is in the best interests of the County, the Controller may cancel an invitation for bids, a request for proposals, or other solicitation, or may reject, in whole or in part, any or all bids, proposals, or other submissions as may be specified in the solicitation. The reasons therefore shall be made part of the bid file. Each solicitation issued by the

County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation, and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurements of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

3-110 Existing Contracts, Exclusivity

If there is an existing contract between the County and a Contractor for a particular good or service, a County Department shall not seek to obtain a contract for that same good or service from another Contractor unless that County Department first determines that the alternative contract is more cost-effective and more advantageous for the County. Such justification shall be made in writing, and shall be filed with the Controller prior to the award of the alternative contract.

Part B - Qualifications and Duties

3-201 Responsibility of Bidders and Offerors

Determination of Nonresponsibility. If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the Controller. The unreasonable failure of a bidder or offeror to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the nonresponsible bidder or offeror. The final determination shall be made part of the bid file and be made a public record.

3-202 Bid, Payment, and Performance Bonds on Supply or Service Contracts

Bid surety, payment bonds, or performance bonds or other security may be required for supply contracts or service contracts in conformance with State law or as the Controller or head of a Using Agency deems advisable to protect the County's interest. Any such bonding requirements shall be set forth in the solicitation. Bid surety, payment bonds, or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

- a) Construction contracts not exceeding \$50,000.00 do not require a bid bond.
- b) Construction projects in excess of \$2,500 for publicly owned property require a payment and performance bond.

ARTICLE 4 - SPECIFICATIONS

4-101 Maximum Practicable Competition

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

4-102 Brand Name or Equal Specification

- (1) *Use.* Brand name or equal specifications may be used when Controller determines that:
 - (a) no other design or performance specification or qualified products list is available;
 - (b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - (c) the nature of the product or the nature of the County's requirements makes use of a brand name or equal specification suitable for the procurement; or
 - (d) use of a brand name or equal specification is in the County's best interests.
- (2) *Designation of Several Brand Names.* Brand name or equal specifications may seek to designate three or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.
- (3) *Use of Brand Name or Equivalent.* Solicitations may allow for brand name or equivalents to be bid or proposed in response to a competitive sealed bid or proposal. The solicitation shall further allow for substantially equivalent products as "approved alternates" to be considered for award.
- (4) *Required Characteristics.* Unless the Controller determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.
- (5) *Nonrestrictive Use of Brand Name or Equal Specifications.* Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing

the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

4-103 Brand Name Specification

- (1) *Use.* Since use of a brand name specification is restrictive of product competition, it may be used only when the Controller makes a determination that only the identified brand name item or items will satisfy the County's needs.
- (2) *Competition.* The purchasing agent shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 3-108 (Sole Source Procurement).

ARTICLE 5 – CONTRACT ADMINISTRATION

5-101 Contract Modifications

- (1) *No change without consideration.* A Contract may not be modified to the detriment of the County unless the Contractor provides full and fair consideration for the modification.
- (2) *Authority for modification.* A modification of a Contract must be approved in the same manner in which the Contract was approved. All Contract modifications must be in writing.

5-102 Contract Administration

Using Agencies shall establish and maintain a contract administration system designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded and the terms and conditions of the contract, and to ensure that the Using Agency complies with the monitoring requirements of any applicable grants.

5-103 Purchasing System

Except as provided herein, the County's ERP/FMS system shall be used by all County Departments for procuring supplies, services and construction. The Controller shall approve all purchase orders required by County Departments in the County's ERP/FMS system.

- (1) The Controller may approve a purchase order outside of the County's ERP/FMS system if the Controller concludes that the use of the system will not result in the efficient procurement of the goods, services, or construction sought, the County's ERP/FMS system will impede the timely payment of invoices, or the use of the County's ERP/FMS system will promote inefficiencies in department operations. Decisions by the Controller to grant approval to County Departments for nonconformity with the use of the County's purchasing system shall be documented and maintained in the Purchasing Department.
- (2) In compliance with this policy, County Departments may procure and process invoices for payment without the issuance of a purchase order in County's ERP/FMS system for the following non-purchase order transactions: Utility Payments, Telephone Bills/Payments, Juror Payments, Witness Payments, Attorney Fees (Public Defender), Travel Arrangements, Magazine & Periodical Subscriptions, Dues and fees to professional organizations, Registration Fees (conferences, seminars, classes, etc.), Employee benefit items, Petty Cash Reimbursements, Pre-paid Postage (including Federal Express, UPS, etc.), Investments, Employment Agency Payments, Commissioner Youth Programs,

Approved Credit Card Transactions, Purchases of supplies, services and construction for less than \$100.00.

Attachment 6 Non-Purchase Order Transactions

Types of Contracts and Contract Administration

5-201 Types of Contracts

- (1) *General Authority.* Subject to the limitations of this Section, any type of contract which is appropriate to the procurement and which will promote the best interests of the County may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when one of the following conditions applies:
 - (a) The Controller determines, in writing that such a contract is likely to be less costly to the County than any other type of contract or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.
 - (b) The Using Agency approves the Contractor's line-item budget for the contract and determines that the line items within that budget are consistent with market rates for each line-item.

- (2) *Multi-Term Contracts.*
 - (a) *Specified Period.* Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time as deemed by the Controller 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 fiscal periods shall be subject to the availability and appropriation of funds therefore.
 - (b) *Determination Prior to Use.* Prior to the utilization of a multi-term contract, it shall be determined:
 - (i) that estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 - (ii) that such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in County procurement.

(3) *Multiple Source Contracting.*

- (a) *General.* A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The obligation to order the County's actual requirements is limited by the provision of Uniform Commercial Code Section 2-306(1).
- (b) *Limitations on Use.* 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 award shall be made in accordance with the provisions of Section 3-101 (Competitive Sealed Bidding), Section 3-102 (Competitive Sealed Proposals), Section 3-103 (Request for Qualifications 3-104 (Small Purchases), and Section 3-109 (Emergency Procurements), 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, or is not in the best interests of the County. 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.
- (c) *Contract and Solicitation Provisions.* Eligible users of the contract shall be named in the solicitation, and it shall be mandatory that the actual requirements of such users that can be met under the contract be obtained in accordance with the contract, provided that:
 - (i) the County shall reserve the right to take bids separately if a particular quantity requirement arises which exceeds its normal requirement or an amount specified in the contract; and
 - (ii) the County shall reserve the right to take bids separately if the Controller approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the County.
- (d) *Intent to Use.* If a multiple source award is anticipated prior to issuing a solicitation, the County shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.
- (e) *Determination Required.* The Controller shall make a written determination setting forth the reasons for a multiple source award, which shall be made a part of the bid file.

(4) *Piggy Back or Piggy Back Cooperative Contracts*

The Board may award a contract for large purchases and the Controller may award a contract for small purchases to an entity which has an existing contract with another public entity for goods, services, or construction that the County would like to procure if at a minimum:

- (1) The contract included language allowing for other entities to utilize the contract and is for the same goods, services, or construction and at the same price, terms, and conditions as are in the contract with the other public entity;
- (2) The contract between the entity and the other public entity was awarded as a result of adequate competition as determined by the Controller; and
- (3) The cooperative contract is in the best interest of the County.

(5) *Bridge Contracts*

The Board may award a contract for large purchases and the Controller may award a contract for small purchases to a person who has an existing contract with another public entity for goods, services, or construction that the County would like to procure if at a minimum:

- (1) The contract is for the same goods, services, or construction and at the same price, terms, and conditions as are in the contract with the other public entity;
- (2) The contract between the person and the other public entity was awarded as a result of adequate competition as determined by the Controller; and
- (3) The bridge contract is in the best interest of the County.

(6) *Professional Service Contracts*

- a) All professional service contracts shall include a provision that authorizes the County's auditing or financial staff to perform financial and compliance limited scope financial reviews. These will also authorize access to all pertinent records and interview any of the contractor's employees throughout the term of the contract and for a period of three years after final payment.
- b) All Request for Proposals (RFP's) for professional services require inclusion of the entire scope of services to be rendered and divided in phases, if appropriate, so that each phase may be bid independently if applicable.
- c) All professional services contracts that affect services otherwise provided by County Personnel (staffing) shall be reported to Human Resources.
- d) All proposals and contracts for professional services shall specify the amounts and rates to be charged for services. The contract must specify a maximum amount, which cannot be exceeded without further authorization by the parent

committee of the related department. The County will pay the Contractor within thirty (30) days of the County's acceptance of the invoice and supporting documentation.

- e) For the purposes of these and other foregoing policies, the documents affected by this section shall be those commonly known as professional services contracts, maintenance agreements, maintenance contracts, independent employment contracts, consulting services and agency hired contractors or other third parties.
- f) Collaboration grant agreements or outside funding source that shows the Municipality in addition to other agencies do require service and/or product to be bid when the outside service agency was specifically named in the grant application or award notice; otherwise sections 3-101 must be applied.

Attachment 6 NON-PURCHASE ORDER TRANSACTIONS

GEMS SYSTEM

THE FOLLOWING IS A LIST OF NON-PURCHASE ORDER TRANSACTIONS

Utility payments
Juror payments
Witness payments
Attorney fees (Public Defender)
Travel arrangements (unless requested by user)
Magazine & periodical subscriptions
Dues and fees to professional organizations
Registration fees for conferences, seminars, classes
Employee benefit items
Petty cash reimbursements
Pre-paid postage (including Fed Ex, UPS, etc.)
Investments
Employment agency payments (Olsten, Trillium, etc.)
Commissioner summer youth programs (usually under \$1,000.00 – requires signed contract with agency/organization)
Telephone payments
Supplies & Services for less than \$100.00

Attachment 7 PROFESSIONAL SERVICES CONTRACT

Attachment 8 Construction Services Contract

5-202 Contract Clauses and Their Administration

- (1) *Contract Clauses.* All County contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Controller after consultation with Corporation Counsel, may issue clauses appropriate for supply, service, or construction contracts.
- (2) *Standard Clauses and Their Modification.* The Controller, after consultation with Corporation Counsel, may establish standard contract clauses for use in County contracts. If the Controller establishes any standard clauses addressing the subjects set forth in Subsection (1) of this Section, such clauses may be varied, provided that the circumstances justify such variations, and provided that notice of any such material variation be stated in the invitation for bids or request for proposals.
- (3) *Prevailing Wage.*
 - (a) *Prevailing Wage Clause.* All contracts for Construction with a total value over \$2,500 shall include a requirement that the Contractor and all subcontractors pay its laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. For the purposes of this Section, a Contractor or subcontractor shall be in compliance if the Contractor pays wages consistent with the prevailing wage rates published by the United States Department of Labor, which can be found at www.WDOL.gov. Each Using Department shall, at minimum, take the following actions with regards to enforcement of the Prevailing Wage Clause:
 - (i) The Using Department shall require the Contractor to submit a certified payroll record within 10 days of the end of each payroll period;
 - (ii) The Using Department shall review the certified payroll record for compliance with this Section; and
 - (iii) The contract language shall reserve the right of the County to conduct on-site interviews with the Contractor's employees to ensure compliance with this Section.
- (4) *Contractor Sign-In / Sign-Out.* Each contract that requires work on County property with a contract value in excess of \$30,000.00 shall include a requirement

that the contractor maintain a worksite sign-in sheet recording the arrival to and departure from County property of each of Contractor's employees. The contract shall require that the sign-in sheet shall be available for review immediately upon the request of the Contract Administrator of the contract. The Contract Administrator for each contract shall be responsible for ensuring that the contractor is keeping and maintaining the required sign-in document.

5-203 Approval of Accounting System

Except with respect to firm fixed price contracts, no contract type shall be used unless it has been determined by the Controller that:

- (1) the proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- (2) the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

5-204 Right to Inspect Plant

The County may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor at any tier which is pertinent to the performance of any contract awarded or to be awarded by the County.

5-205 Right to Audit Records

- (1) *Audit of Cost or Pricing Data.* The County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its bid or proposal, to the extent that such books, documents, paper, and records are pertinent to such cost or pricing data for three years from the date of final payment under the contract.
- (2) *Contract Audit.* The County shall be entitled to audit the books and records of a contractor or subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, paper, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract.

5-206 Reporting of Anticompetitive Practices

When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted

to the State Attorney General and the Genesee County Prosecutor.

5-207 County Procurement Records

- (1) *Bid File.* All determinations and other written records pertaining to the solicitation and award of a contract shall be maintained for the County in a bid file by the Controller.
- (2) *Retention of Procurement Records.* All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules approved by the County Board of Commissioners.

ARTICLE 6 - DEBARMENT OR SUSPENSION

6-101 Authority to Debar or Suspend

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Controller, after consulting with Corporation Counsel, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with Corporation Counsel, the Controller is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:

- (1) conviction 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, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
- (3) conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- (4) violation of contract provisions, as set forth below, of a character which is regarded by the Controller to be so serious as to justify debarment action:
 - (a) deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent 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) any other cause the Controller 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 these Regulations; and
- (6) for violation of the ethical standards as set forth in Article 8 (Ethics in Public Contracting).

6-102 Decision to Debar or Suspend

The Controller shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of its rights concerning judicial or administrative review.

6-103 Notice of Decision

A copy of the decision required by Section 6-102 (Decision to Debar or Suspend) shall be mailed or otherwise furnished immediately to the debarred or suspended person.

6-104 Finality of Decision

A decision under Section 6-102 (Decision to Debar or Suspend) shall be final and conclusive, unless fraudulent, or the debarred or suspended person within 10 days after receipt of the decision takes an appeal to the County Board of Commissioners or commences a timely action in court in accordance with applicable law.

ARTICLE 7 - APPEALS AND REMEDIES

7-101 Bid Protests

- (1) *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who believes they are aggrieved in connection with the solicitation or award of a contract may protest to the County Board of Commissioners. Protestors are urged to seek resolution of their complaints initially with the Controller.
- (2) *Process for Filing a Protest.* A protest with respect to an invitation for bids or request for proposals must be submitted in writing to the Controller. The protest must be entitled "Bid Protest" and must clearly identify the solicitation and award under protest, and must state the grounds for the protest. The Controller shall provide a copy of any timely bid protest to the Board of Commissioners within seven (7) calendar days of its submission.
- (3) *Time Limits for Filing.* Protests must be received by the Controller no later than seven (7) calendar days after the aggrieved person knew or should have known of the facts giving rise to the protest, and in no event later than fourteen (14) calendar days after award of the contract. Failure to file a bid protest within these time limits constitutes a waiver of the protest.
- (4) *Stay of Procurements During Protests.* In the event a timely protest is submitted to the Controller under this Section, the Controller shall not proceed further with the solicitation, award, or performance of the contract until the protest is sustained or dismissed, or the County Board of Commissioners makes a determination on the record that the award or performance of a contract without delay is necessary to protect substantial interests of the County.
- (5) *Decision by the Controller.* Within thirty (30) days of the timely filing of a bid protest, the Controller shall issue a written decision sustaining or denying the bid protest. A copy of the Controller decision must be provided to the protesting bidder or proposer, and to the Board of Commissioners. The Controller shall sustain a bid protest if the facts indicate that, under these Purchasing Policies and Procedures and the selection criteria listed in the solicitation, the contract should have been awarded to the protesting bidder or proposer.
- (6) *Appeal to the Board of Commissioners.* A protesting bidder or proposer may appeal the Controller's decision by filing a written appeal with the Chairperson of the Board of Commissioners within fourteen (14) days of the Controller's decision. Such appeal shall state the grounds for the appeal. The Board of Commissioners shall address the appeal in a public meeting and issue a decision within thirty (30) calendar days of the filing of the appeal.
- (7) *Entitlement to Costs.* When a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but was not,

then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

7-102 Contractor Claims

- (1) *Decision of the Controller.* All claims by a contractor against the County relating to a contract, except bid protests, shall be submitted in writing to the Controller for a decision. The submission must identify the grounds for the claim. The contractor may request a conference with the Controller on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- (2) *Notice to the Contractor of the Controller's Decision.* The decision of the Controller shall be issued in writing within thirty (30) days of submission, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights under Subsection (3) of this Section.
- (3) *Finality of Controller's Decision; Contractor's Right to Appeal.* The Controller decision shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the Chairperson of the Board of Commissioners.
- (4) *Failure to Render Timely Decision.* If the Controller does not issue a written decision regarding any contract controversy within thirty (30) days, then the aggrieved party may proceed as if an adverse decision had been received.

7-103 Authority of the Controller to Settle Bid Protests and Contract Claims

The Controller is authorized to settle any protest regarding the solicitation or award of a County contract, or any claim arising out of the performance of a County contract, prior to a decision by the County Board of Commissioners or the commencement of an action in a court of competent jurisdiction.

7-104 Remedies for Solicitations or Awards in Violation of Law

- (1) *Prior to Bid Opening or Closing Date for Receipt of Proposals.* If prior to the bid opening or the closing date for receipt of proposals, the Controller, after consultation with Corporation Counsel, determines that a solicitation is in violation of federal, state, or municipal law, then the solicitation shall be canceled or revised to comply with applicable law.
- (2) *Prior to Award.* If after bid opening or the closing date for receipt of proposals, the Controller, after consultation with Corporation Counsel, determines that a

solicitation or a proposed award of a contract is in violation of federal, state, or municipal law, then the solicitation or proposed award shall be canceled.

- (3) *After Award.* If, after an award, the Controller, after consultation with Corporation Counsel, determines that a solicitation or award of a contract was in violation of applicable law, then:
 - (a) If the person awarded the contract has not acted fraudulently or in bad faith:
 - (i) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the County; or
 - (ii) the contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or
 - (b) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interests of the County.

ARTICLE 8 - ETHICS IN PUBLIC CONTRACTING

8-101 Criminal Penalties

To the extent that violations of the ethical standards of conduct set forth in this Article constitute violations of the Michigan Penal Code they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Part. Criminal, civil, and administrative sanctions against employees or nonemployees which are in existence on the effective date of these Policies and Procedures shall not be impaired.

8-102 Employee Conflict of Interest

It shall be unethical for any County employee to participate directly or indirectly in a contract or in a procurement in relation to a contemplated contract when the County employee knows that:

- (1) The County employee or any member of the County employee's immediate family has a financial interest pertaining to the contract or contemplated contract; or
- (2) The employee or a member of the employee's immediate family is a current or prospective employee of the contractor, in the case of an existing contract, or of a prospective contractor in the case of a contemplated contract.

8-103 Gratuities and Kickbacks

- (1) *Gratuities.*
 - (a) It shall be unethical for any person to offer, give, or agree to give to any County employee a gratuity, an offer of employment, or anything else of value in connection with any decision to approve, disapprove, or recommend the award of a contract, or in connection with any decision with regard to a bid protest, or with intent to influence the content of any specifications or procurement standards, or advice, investigation, audit report, or any other advisory communication related to a procurement or contract under these Regulations.
 - (b) It shall be unethical for any County employee to solicit, demand, accept, or agree to accept from another person a gratuity, an offer of employment, or anything else of value in connection with any decision to approve, disapprove, or recommend the award of a contract, or in connection with any decision with regard to a bid protest, or with intent to influence the content of any specifications or procurement standards, or advice, investigation, audit report, or any other advisory communication related to a procurement or contract under these Regulations.

- (2) *Kickbacks.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

8-104 Limitations on Contacts with County Officials

While a procurement is pending, bidders and proposers shall not communicate about the solicitation with any County employee, agent, or elected official, other than the Controller or other County personnel identified in the solicitation.

8-105 Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

8-106 Contemporaneous Employment Prohibited

It shall be unethical for any County employee who is participating directly or indirectly in procurement to become or to be, while a County employee, the employee of any person who, with the employee's knowledge, is a contractor to or is offering to become a contractor. As to a County employee who is not employed within the Purchasing Department, this Section relates only to simultaneous employment with a person who is a contractor, or is offering to become a contractor, under a contract with reference to which the employee is participating or has participated in procurement. This Section does not apply to procurement by a County employee in relation to a contract or contemplated contract in which the County employee's employment relationship with the non-County contractor is established by law or action of the Board of County Commissioners.

8-107 Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest

The County Board of Commissioners may grant a waiver from the employee conflict of interest provision (Section 8-102; Employee Conflict of Interest) or the contemporaneous employment provision (Section 8-106; Contemporaneous Employment Prohibited) upon making a written determination that:

- (1) the requirements of Act No. 317 of the Public Acts of 1968, as amended, are complied with;
- (2) the contemporaneous employment or financial interest of the County employee or family member has been publicly disclosed;

- (3) the County employee will be able to perform its procurement functions without actual or apparent bias or favoritism; and
- (4) the contemplated award will be in the best interests of the County.

8-108 Use of Confidential Information

It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

8-109 Sanctions

- (1) *Employees.* County employees are subject to any one or more of the following sanctions for violations of the ethical standards in this Article:
 - (a) oral or written warnings or reprimands;
 - (b) suspension with or without pay for specified periods of time; or
 - (c) termination of employment.
- (2) *Nonemployees.* Persons who are not county employees are subject to any one or more of the following sanctions for violations of the ethical standards:
 - (a) written warnings or reprimands;
 - (b) termination of contracts; or
 - (c) debarment or suspension as provided in Section 6-101 (Authority to Debar or Suspend).

8-110 Recovery of Value Transferred or Received in Breach of Ethical Standards

- (1) *General Provisions.* The value of anything transferred or received in breach of the ethical standards of these Policies and Procedures by a County employee or a nonemployee may be recovered from both the County employee and the nonemployee.
- (2) *Recovery of Kickbacks by the County.* Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontractor or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ARTICLE 9 – GENESEE COUNTY CREDIT CARD POLICY

9-101 Duties of the Using Agency

- (1) The Using Agency Director is responsible for making the request for a credit card issuance, accounting, monitoring of credit card use, retrieval of cards, and general oversight of compliance with the Credit Card Policy.
- (2) The Using Agency Director shall maintain a system of internal accounting controls to monitor the use of County credit cards.
- (3) The Using Agency Director shall approve all credit card invoices prior to payment.
- (4) The Using Agency Director shall ensure that outstanding balances on County credit cards are paid within 30 days of the statement date.

9-102 Use of Credit Cards; Responsibility for Charges

- (1) Credit cards may only be issued to and used by officers and employees of Genesee County.
- (2) County credit cards may only be used for the purchase of goods or services to be used in the official business of Genesee County in accordance with the Genesee County Purchasing Regulations.
- (3) Any officer or employee using a County credit card for purchases shall submit appropriate and complete documentation to the Controller in such form as the Controller reasonably requires. The documentation shall, at a minimum, detail for each purchase:
 - (i) the method used to select the vendor,
 - (ii) the goods or services purchased,
 - (iii) the cost, and
 - (iv) the official business for which the goods or services were purchased.

All original documentation, such as invoices and purchase orders, must be included. Such documentation must be submitted within 14 days of the date of purchase.
- (4) Any officer or employee issued a County credit card is responsible for its custody and protection, and shall immediately notify the Controller if the card is lost, stolen, or misused in any way.

- (5) Any officer or employee issued a County credit card shall return the credit card to the Controller upon the earlier of (a) the return date specified by the Controller, or (b) the termination date of that officer or employee's employment with the County.

9-103 Officer or Employee of Genesee County, defined

For the purposes of this Credit Card Policy, the term 'officer or employee of Genesee County' includes any elected official or employee of Genesee County or any County department, including officers and employees of the Genesee County Circuit Court, the Genesee County Probate Court, the Sixty-Seventh District Court of Michigan, and agencies and offices of those courts. However, employees and officers of the Circuit Court Probation Office are not 'officers or employees of Genesee County' and are therefore not eligible to be issued a Genesee County credit card.

9-104 Unauthorized Use, Misuse of County Credit Card

In the event an officer or employee uses a County credit card for unauthorized purposes, or otherwise fails to comply with this Policy, the officer or employee may be subjected to any disciplinary measures permitted by law.

Attachment 9 GENESEE COUNTY COMMERCIAL CARD CARDHOLDER GUIDE

ARTICLE 10 – DISPOSAL OF SURPLUS PROPERTY

10-101 Authority to Dispose of Surplus Property

- (1) The Controller is authorized to dispose of individual items of surplus property with a current fair market value of \$30,000.00 or less. The Controller shall consult with the County Department that last used the surplus property before disposing of it.
- (2) The Chairperson of the Public Works Committee is authorized to approve of the disposal of individual items of surplus property with a current fair market value of \$100,000.00 or less. The Controller shall consult with the County Department that last used the surplus property before requesting authority from the Public Works Chairperson to dispose of it.
- (3) Disposal of surplus property with a current fair market value in excess of \$100,000.00 must be approved by the Board of Commissioners.
- (4) All real estate and building sales subject to Resolution Number 16-352, see attachment 10.

10-102 Disposal of Surplus Property

- (1) The Controller shall dispose of surplus property in a manner that maximizes the value obtained by the County. Acceptable methods of disposing of surplus property include, but are not limited to:
 - (a) public auction,
 - (b) hiring a broker or auctioneer to market the surplus property; and
 - (c) using online auction and sales platforms.
- (2) The Controller is authorized to dispose of multiple items of surplus property in one transaction or event if such disposition is in the best interests of the County.
- (3) The Controller shall report to the Public Works Committee each disposition of surplus property with a current fair market value in excess of \$5,000.00 within 30 days of the disposition of such surplus property.
- (4) Real Property is processed as defined by the Procedures Applicable to the Genesee County Board of Commissioners, Public Works Committee, see attachment 10, Resolution Number 16-352.

Resolution 89-550
Amended Resolution # 95-223
Amended Resolution # 98-540
Amended Resolution # 00-208
Amended Resolution # 03-130
Amended Resolution # 09-314

Amended Resolution # 12-269
Amended Resolution # 12-393
Amended Resolution # 15-254
Supplemental Resolution # 16-352

Attachment 1 Sample - Delegation of Authority Form

**FINANCIAL SERVICES
DELEGATION OF AUTHORITY FORM**

I _____ delegate to _____
Print Name of Person Authorizing Print Name of Delegate

In the _____ authority to approve and sign the
Department

following items on my behalf as of _____
Effective Date

Please check the appropriate box(es) and forward to the department(s) listed below.

Direct Payment Forms - Accounts Payable, Financial Services

Budget Forms: Local Funds

Budget Forms: State Funds

Budget Forms: Federal Funds

Journal Entry Forms - Financial Services

Travel Authorization/Reimbursement Forms

Purchase Orders –Maximum delegation level \$300,000 per purchase order

Request for Proposals –Financial services

Signature of Person Authorizing Acknowledging Agreement

Signature of Delegate Acknowledging Agreement

Attachment 2 Sample - Supply Orders Quote Form

GENESEE COUNTY HEALTH DEPARTMENT
 630 S. SAGINAW ST, SUITE 4
 FLINT, MI 48502-1540
 (810) 257-3585

SPECIAL ORDERS SUPPLY FORM

Form must be typed!
Please include proper authorization.

Today's Date: 2/14/2012
 Contact Person: May Doe

Phone# 810-555-5555

Division #	Account #	Amt. Distributed
6777	35005	
TOTAL		\$440.00

REQ #: _____

PO #: _____

DATE: _____

VENDOR'S NAME/CHECK PAYABLE TO: _____ Vendor Name _____

ATTN/CONTACT PERSON: _____ Sam Doe _____

ADDRESS: 5555 County Road

CITY: Genesee **STATE:** MI **ZIP:** 48501

PHONE #: 810-555-5555 **FAX #:** 810-555-5555

QTY	DESCRIPTION	ITEM #	UNIT PRICE	TOTAL
2	Global 2500 Series Vertical File Cabinet	GLB25400BLK	\$220.00	\$440.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			S & H	
			TOTAL	\$440.00

Please include vendor order forms.

DATE NEEDED: ASAP *Please send completed form to Administration Finance Secre*
PLEASE ALLOW 3 WEEKS MINIMUM

Approved by Supervisor: _____ **Date:** _____

Approved by Director: _____ **Date:** _____

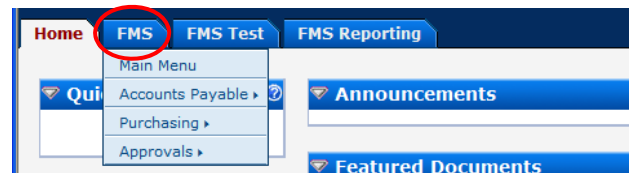
Attachment 3 Entering Requisitions

ENTERING REQUISITIONS

A. LOG-IN & REQUISITION HEADER

1. Double click the GEMS icon and the login screen will appear.
2. Enter your e-mail address and password then press **Enter** or click the **Sign In** button.

3. On the next screen hover over the 2nd tab 'FMS' and a drop down menu will appear.



4. Click on **Purchasing**.

5. The Purchasing Screen has 3 tabs; if not already active single click the **Transactions** tab.

6. Single click **Requisition Header**.

7. Once the header screen appears you must turn on Caps Lock, as GEMS will only recognize capital letters. Then enter appropriate data in only the following 3 fields:

- a. 'Operator' your assigned GEMS ID
- b. 'Area' is always 6000R HEALTH **never use any other area code.**
- c. 'Remarks' is always X

8. Click the **Add** button near the bottom of the screen – this takes you to 'Remarks'.

B. REMARKS SCREEN

The 'Remarks' screen will appear displaying the auto assigned Requisition # in the top left field of the screen. **Note the Requisition (req) # & current Date on your special order form now;** before you forget!

1. On line 1: enter the number '**5**' in the **Line** column and enter the appropriate Purchasing Code in the **Code** column. (Purchasing uses entries 1 - 4). Use additional lines as needed numbering each line used sequentially in the Line column (5,6,7, etc.). Below are the most used Remarks Codes. *See page 3 of this guide for examples of acceptable remarks.*
 - a. QR = QUOTES RECEIVED: On the next line you enter the three vendor names and their quoted amounts. You must use this remark when orders are \$1000 or more.
 - b. VQ = VERBAL QUOTES (quotes are on file with the requestor): This is used when the cost is less than \$1000 and the quotes received are not necessarily written, could be an internet search, catalog price, verbal quote, etc.
 - c. MM = Minnesota Multi-State Buying Cooperative: most medical supplies fall in this category.
 - d. BR = Board Resolution: enter resolution number as well.
 - e. SI = Supply Item (ALWAYS use this one on Blanket PO's for the storeroom.)
2. On the next line following your remarks enter the next sequential number in the **Line** column and a Check Mark in the '**Prt**' column then in the '**Remarks**' column enter the division and account number to be charged. This action causes the numbers to print on the actual purchase order. Click **OK**.
3. Click the 'Detail' tab at the top.

C. DETAIL SCREEN

1. On the Detail screen just fill in the numbered fields, everything else will auto fill:

The screenshot shows the 'Requisition' detail screen. The 'Header' tab is active, showing 'Req # R006318' and 'Status 9 PO ENCUMBERED'. The 'Detail' tab is also visible. The main table has columns for 'A/CID', 'Type', 'Quantity', 'Unit Price', 'UOM', and 'Description'. The first row shows 'Non-stock' type, quantity '5.0000', unit price '93.89000', and UOM 'EA'. The description is 'CHOLESTECH, HDL, GLUCOSE 10-990'. Below the table, there are fields for 'Vendor #/Name/Addr #', 'Commodity', 'Ship to', 'Buyer', and 'Contract #'. The 'Ship to' field is filled with '6000 GENESEE COUNTY HEALT'. The 'Requester' field is also filled. The bottom of the screen shows 'Line # 1' and 'Detail Lines 2'.

- 1 = Type of Transaction. You'll use 'Non-stock' 99% of the time.
- 2 = Quantity. You must type .0 or .00 after the actual amount or you'll get an error.
- 3 = Price. You must type .0 or .00 if no cents are entered.
- 4 = Unit of Measure. Click the drop down arrow to view choices, ie. EA, PK, etc...
- 5 = Description of Purchase. Get from Special Orders Supply Form. If/when you run out of room in this field, click on the 'Item Desc' tab. This will allow you to add additional descriptive information. Click 'CHANGE', then 'OK'. Click on the Detail tab to add more line items – 'Line #' field (bottom left corner of screen) should change to 2, if it doesn't type the number 2 and click 'OK'.
- 6 = Account Number. Get from Special Orders Supply Form (format is: **221.00.00.?????.?????.000**)
- 7 = Vendor Number. Double click in the field to perform a search. If vendor is not listed in GEMS, send request to Controllers Office to add vendor to GEMS
- 8 = Commodity Code. Get code from the Commodity/Service Code Alphabetical Index or double click inside field, tab down to 'Description Line1 and enter a search word'.
- 9 = Ship To. Enter number 6 (for 6000), then press Enter to activate the auto fill feature.
- 10 = Bill To. 6000, same as Ship To field.
- 11 = Buyer. Select yourself from the drop-down menu if you are a listed buyer. It is **not necessary** to enter information in this field.

NOTE: WHEN ENTERING A BLANKET REQUISITION

- (1) Select '**Misc**' for Type of Transaction.
- (2) Enter '**nothing**' for Quantity.
- (3) **Do not** enter a UOM.

The screenshot shows the 'Requisition' detail screen for a blanket requisition. The 'Header' tab is active, showing 'Req # R006342' and 'Status 0 UNAPPROVED'. The 'Detail' tab is also visible. The main table has columns for 'A/CID', 'Type', 'Quantity', 'Unit Price', 'UOM', and 'Description'. The first row shows 'Misc' type, quantity '0', unit price '5,000.00000', and UOM 'EA'. The description is 'STOREROOM SUPPLIES'. Below the table, there are fields for 'Vendor #/Name/Addr #', 'Commodity', 'Ship to', 'Buyer', and 'Contract #'. The 'Ship to' field is filled with '6000 GENESEE COUNTY HEALT'. The 'Requester' field is also filled. The bottom of the screen shows 'Line # 1' and 'Detail Lines 2'.

- Click the 'OK' button, if information is accepted the total encumbrance will display near the bottom. Also, a subsequent page will open to allow for a second entry, but you'll only have to enter items 2 thru 5, for all subsequent line items, then click 'OK'. If you want to enter a second requisition, click the 'New Req' tab and repeat steps A(7) to C(2).
- Once you've entered all reqs, click the **Ready for Approval Tab** at the top of the screen.
- Enter your Operator Code and the percent sign (%) in the 'Next Requisition #' field and click 'OK'. All your requisitions will display.
- Select 'Mark Entire Screen Ready for Approval' and click 'OK' again. OR, place a check mark in the 'Ready' column to select certain requisitions and then click 'OK'. This action forwards all or the chosen reqs to the Accounting Supervisor for approval.
- Give hard copy req(s) to the Accounting Supervisor who will review both digital & hard copy before approval/disapproval. File approved reqs in the blue accordion file folder to await receipt of a Purchase Order (PO). Upon receipt of PO pull its corresponding req from the blue accordion folder and place order or immediately receipt in if the vendor requires receipt of a check prior to shipment or prior to services being rendered.
- For orders placed and awaiting invoices for payment, file paperwork in the red accordion folder. As items are delivered retrieve packing slips to attach to corresponding req documents filed in red folder. Pull all these documents once the invoice arrives and receipt in for payment.

Examples of Remarks:

Requisition using Sole Source vendor - A

Requisition using Sole Source vendor - B

Use MM for most medical purchases

Use MI or SI for Maintenance purchases

Attachment 3A Remark Codes

Remark Code	Remark Description
A2	NO DELIVERIES ACCEPTED AFTER 2 P.M.
AD *	Administrative Decision - RESTRICTED USE
BR	BOARD RESOLUTION #:
CC	SEND COPY OF PO TO: (indicate email or fax#)
FD	DELIVER TO FRONT DESK
FP	FAMILY PLANNING PURCHASING COOPERATIVE
MI	MI DEAL PURCHASING COOPERATIVE CONTRACT
MM	MINNESOTA MULTI-STATE BUYING COOPERATIVE
ND	NO DELIVERIES AFTER 3:30 (HOME AVENUE)
NS	NEEDS SIGNATURE
OL	ORDER MUST BE PLACED ONLINE TO RECEIVE DISCOUNT
OR	ORIGINAL PO REQUESTED BY REQUISITIONER
PH	PHONE ORDER ONLY
QR	QUOTES RECEIVED:
RC	APPROVED BY ROLL CALL VOTE BY JOINT PW/FIN ON (date)
RF	REQUEST FOR PROPOSAL - RFP# (provide number)
SI	SUPPLY ITEM; QUOTES REC'D AT TIME OF PURCHASE
SS	SOLE SOURCE (PROVIDE EXPLANATION)
T1	TEMPORARY PROCUREMENT UNTIL CONTRACT AWARDED
VQ	VERBAL QUOTES solicited and on file w/requesting dept.

* Code AD is restricted for Medical Necessity (during emergencies), Administration of Justice requirements or Law Enforcement Mandates.

Attachment 4 Petty Cash Application

GENESEE COUNTY CONTROLLER'S OFFICE

REQUEST FOR:

Date of Request: _____

Travel Account

Procurement Card (Pcard)

Petty Cash

Name: _____

Work Telephone: _____

E-Mail: _____

Job Title: _____

Unit/Department: _____

TRAVEL ACCOUNT

This new user has approval to recommend travel: For self For staff

This new user can approval the cost of travel: None Up to \$1000 Up to \$2500

Travel is approved by: _____

P-CARD

Monthly Spend Limit – to be determined by Controller

PETTY CASH

Requested amount of Petty Cash \$ _____ Business need must support this amount

Custodian of the account is _____ sign below

BUSINESS NEED

Outline and describe department requirements and/or job responsibilities which warrant the request:

SIGNATURES, REVIEW AND APPROVALS

The Undersigned employee has read, understands and accepts the Genesee County Purchasing Policy.

Employee Date

Purchasing Manager – Review Date

Department Head Date

Controller Date

Submit completed form to the Purchasing Office, 1101 Beach Street, Room 343, Flint, MI 48502 or by email (ccarnes@co.genesee.mi.us) PURCHASING 8222016

Attachment 5 Source Selection and Contract Formation Request

<p>SOURCE SELECTION AND CONTRACT FORMATION REQUEST</p> <p><u>USER DEPARTMENT INFORMATION:</u></p> <p>DEPARTMENT NAME: DEPARTMENT CONTACT: CONTACT PHONE: CONTACT EMAIL: WHAT: APPROXIMATE COST: PAYMENT SOURCE: PURPOSE/MINIMUM REQUIREMENTS:</p> <p>DEPARTMENTAL APPROVAL: DATE: ARE YOU REQUESTING APPROVAL FOR SOLE OR SINGLE SOURCE? YES NO EXPLAIN REQUEST FOR WAIVER (E.G. PRODUCT STANARDIZATION, COMPATIBILITY, PROPRIETARY ITEM, ETC):</p>	<p>Controller Review</p> <p>DATE RECEIVED: REVIEWED BY: DATE REVIEWED: RISK MANAGEMENT:</p> <p>Purchasing Review</p> <p>UD SUBMITTED DATE: DATE FROM CONTROLLER: DATE IN PROCESS:</p> <p>PROCESS RFP # RFQ # IFB # OTHER</p>
<p>DESCRIPTION</p> <p>WHAT: DESCRIBE WHAT THE SERVICE OR PRODUCT IS DOLLAR VALUE: ESTIMATED INITIAL ACQUISITION COST AND ANY ONGOING COSTS PAYMENT SOURCE: BUDGETED ITEM AND FUND CODE, GRANT OR REIMBURSEMENT PURPOSE: DESCRIBE WHY THE SERVICE OR PRODUCT IS BEING REQUESTED AT THIS TIME AND/OR HOW THE SERVICE/PRODUCT WILL BE USED BY THE DEPARTMENT. STATE WHETHER THIS IS A NEW ACQUISITION OR REPLACEMENT FOR A CURRENTLY EXPIRING CONTRACT</p> <p><u>CONTROLLER COMMENTS:</u></p>	<p>It is the policy of the Genesee County to consistently purchase goods and services using full and open competition. The citizens and residents of the County are best served when sound business decisions are made based on competitive bids or proposals. There may be instances when other than full and open competition may be justified. When a County department determines that other than full and open competition is necessary or in the best interest of the County, appropriate justification must be submitted to the Purchasing Department for review and approval to waive the competitive bid/proposal process.</p>

Attachment 6 NON-PURCHASE ORDER TRANSACTIONS

GEMS SYSTEM

THE FOLLOWING IS A LIST OF NON-PURCHASE ORDER TRANSACTIONS

- Utility payments
- Juror payments
- Witness payments
- Attorney fees (Public Defender)
- Travel arrangements (unless requested by user)
- Magazine & periodical subscriptions
- Dues and fees to professional organizations
- Registration fees for conferences, seminars, classes
- Employee benefit items
- Petty cash reimbursements
- Pre-paid postage (including Fed Ex, UPS, etc.)
- Investments
- Employment agency payments (Olsten, Trillium, etc.)
- Commissioner summer youth programs (usually under \$1,000.00 – requires signed contract with agency/organization)
- Telephone payments
- Supplies & Services for less than \$100.00

Attachment 7 PROFESSIONAL SERVICES CONTRACT

Updated July 21, 2015

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and [Contractor Name], a [State] [Entity Type], whose principal place of business is located at [Contractor Address] (the "Contractor") (the County and the Contractor together, the "Parties").

1. Agreement and Authority

Execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Contract commences on [Start Date], and shall be effective through [End Date] (the "Initial Term").

2.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

3. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

4. Compensation

INSTRUCTIONS: Select only one of the three Compensation Options (Unit Rate, Budget Reimbursement, or Flat Fee). Then, delete this sentence and the Compensation Options that are not used:

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$ _____. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total

amount paid to the Contractor under this Contract shall not exceed \$ [REDACTED]. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit C (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

- 4.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.
- 4.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
- 4.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

Flat Fee. The Contractor shall be paid a flat fee of \$ [REDACTED] for the performance of the Services. Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

5. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

6. Contract Administrator

The contract administrator for this Contract is [Contract Administrator] (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

7. Warranties

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

8. Suspension of Work

8.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

8.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

9. Termination

9.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

10. **Equipment Purchased with County Funds [Budget Reimbursement Contracts ONLY. Delete this Section if the method of compensation is not Budget Reimbursement.]**

10.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

10.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

10.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

11. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

12. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

13. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

14. Audit Rights

14.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

14.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

14.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

14.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

15. Identity Theft Prevention

15.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

15.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

16. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

16.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

16.2 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability,

including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

17. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

18. General Provisions

18.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

18.1.1. The Contract – This Professional Services Contract

18.1.2. Exhibit A – The Scope of Work

18.1.3. Exhibit B – The Insurance Checklist

18.1.4. Exhibit C – The Contractor's Budget

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

18.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

18.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

18.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

18.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

18.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

18.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

18.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

18.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CONTRACTOR NAME

COUNTY OF GENESEE

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Jamie W. Curtis, Chairperson
Board of County Commissioners

Date: _____

Date: _____

Approved as to form:

Prosecuting Attorney – Civil Division

EXHIBIT A
Description of the Services

[INSTRUCTIONS: Describe the services to be performed by the Contractor.

- **The description of the services should be detailed enough that a third party who knows nothing about the Contract would be able to determine whether the contractor has fulfilled his/her obligations.**
- **Be specific as to deliverables, milestones, and project schedule.**
- **Be sure to include required reports, specifying the due dates and content.]**

EXHIBIT B
Insurance Checklist

[INSTRUCTIONS: You must contact the Risk Management Division of the Controller's Office to obtain an Insurance Checklist. This ensures that the Contractor has provided sufficient insurance to protect the County from reasonably anticipated risks.]

EXHIBIT C
Contractor's Projected Budget
[Date] to [Date]

[INSTRUCTIONS: If this is not a Budget Reimbursement contract, delete this Exhibit.]

CONSTRUCTION SERVICES CONTRACT

This Agreement for Construction Services (the "Agreement") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Contractor Name**, a **State Entity**, whose principal place of business is located at **Contractor Address** (the "Contractor") (the County and the Contractor together, the "Parties").

19. Purpose

This contract is entered into for the purpose of **[describe purpose]**.

20. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Work").

21. Compensation

21.1 The Contractor shall be paid according to the payment schedule identified on Exhibit B. The total amount paid to the Contractor shall not exceed **\$** (the "Contract Price"). The Contractor must provide to the County invoices according to the payment schedule in a form acceptable to the County, along with any necessary supporting documentation such as time sheets.

21.2 The Contractor shall certify in writing with each invoice that title to all work, materials, and equipment covered by an invoice for payment will, upon payment to the Contractor, pass to the County free and clear of all liens, claims, security interests, or encumbrances.

21.3 The County will pay the Contractor within thirty (30) days of the completion of both of the following:

21.3.1. Acceptance of the Contractor's invoice by the County; and

21.3.2. Delivery by the Contractor to the County of written release of all liens arising out of the performance of all Work and materials covered by the invoice up to the date of the invoice.

21.4 Final payment shall not be made until the County has completed a final inspection and issued a certificate of completion.

- 21.5 Acceptance of the final payment by the Contractor shall constitute a waiver of all claims by the Contractor except those previously made in writing to the Contract Administrator.
- 21.6 Withholding. The County may withhold payment if any of the following occur:
- 21.6.1. The County has received notice of a claim by a third party against the County arising out of the Contractor's performance of the Work;
 - 21.6.2. Defective work or materials are discovered by the County and not remedied by the Contractor;
 - 21.6.3. The County has received notice that the Contractor has failed to pay any supplier or subcontractor;
 - 21.6.4. The County reasonably believes the Work will not be completed according to the Work Schedule; or
 - 21.6.5. The Contractor is in breach of any provision of this Agreement.

22. Surety Bonds

- 22.1 *Performance Bond.* The Contractor must provide a performance bond insuring the Contractor's performance of this Agreement.
- 22.2 *Payment Bond.* The Contractor must provide a payment bond insuring that the Contractor's subcontractors will be paid according to their subcontracts.
- 22.3 The Performance and Payment Bonds must be issued by a surety licensed to issue bonds in the State of Michigan and must have a penal amount at least equal to 100% of the total amount due to the Contractor under this Agreement. The County reserves the right to reject any surety proposed by the Contractor if the County, in its sole discretion, determines that the surety proposed by the Contractor is unable to provide adequate protection for the County.

- 23. Schedule.** Time is of the essence for the completion of the Work. It is anticipated by the parties that all Work will be completed within the time described on the Work Schedule, attached as Exhibit B to this Agreement, and that any delay in the completion of the Work described herein shall constitute a material breach of this contract. The County shall issue a notice to proceed within thirty (30) days of execution of this Agreement.

24. Contract Administrator

- 24.1 *Appointment of Contract Administrator.* The contract administrator for this Agreement is Derek Bradshaw, Director-Coordinator for the Genesee County Metropolitan Planning Commission, or such other County employee as

designated in writing by the County (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Agreement. The Contractor agrees to provide a copy of all notices related to this Agreement to the Contract Administrator.

24.2 *Change Order Authority.* The Contract Administrator may approve change orders to the Scope of Work and Contract Price upon the written request of the Contractor if the Contract Administrator determines the following:

24.2.1. The change requested is reasonable and necessary under the circumstances;

24.2.2. The change requested will not increase the cost to the County.

All other change orders must be approved by the Genesee County Board of Commissioners. No change order is effective until approved in writing.

25. Permits and Codes

The Contractor must secure, at Contractor's sole expense, all necessary permits and licenses required for the performance of the Work. Contractor must comply with all federal, state, and local laws, codes, and ordinances related to the performance of the Work.

26. Inspections

26.1 All Work is performed subject to inspection and testing by County personnel, or by the building inspector for the local municipality. Until final completion of the Work, the County, the local municipality, and their agents shall have the right to conduct periodic inspections of the Work and the worksite, and shall further have the right to capture photographs of the Work for publicity and record purposes. Such inspection and testing is for the benefit of the County only, and the failure of such inspection or testing to discover a defect shall not relieve the Contractor from the obligation to correct any such defect at no cost to the County.

26.2 Upon receipt of written notice by the Contractor that the Work is ready for final inspection, the County will make such final inspection. Such final inspection shall not be performed until after inspection and final approval by the local municipality. If the Work appears acceptable according to this Agreement, the County will issue a certificate of completion stating that the Work has been completed according to this Agreement, and, upon receipt of the certificate of completion, the Contractor may submit an invoice for final payment.

27. Condition of Worksite

The Contractor must keep the worksite clean and free from the accumulation of waste materials and refuse caused by the performance of the Work. Upon completion of the Work, Contractor shall remove all waste materials, refuse, tools, equipment, machinery, and surplus materials, and shall leave the worksite in “broom-clean” condition.

28. Defective Work

The Contractor shall correct all defects in workmanship or materials discovered within one (1) year of completion of the Work at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Such inspection and testing is for the benefit of the County only, and the failure of such inspection or testing to discover a defect shall not relieve the Contractor from the obligation to correct any such defect at no cost to the County. This Paragraph shall survive termination of this Agreement.

29. Warranties

The Contractor warrants that:

- 29.1 The Work will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the construction industry.
- 29.2 For a period of one (1) year following completion of the Work, the work performed by the Contractor, and the materials and equipment provided by the Contractor, shall be free of defects in workmanship or materials.
- 29.3 All materials furnished under this Agreement must be new unless otherwise specified in the Scope of Work.
- 29.4 The Contractor will pay all subcontractors and suppliers all amounts due for work and materials provided for the performance of this Agreement.
- 29.5 The Contractor will comply with all federal, state, and local laws in the performance of the Work.
- 29.6 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement. Copies of any applicable grant agreements are available upon request.
- 29.7 The Contractor will maintain a current Certificate To Do Business with Genesee County issued by the Genesee County Equity and Diversity Officer.
- 29.8 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Work for the entire term of this Agreement.

29.9 The Contractor and all of Contractor's employees shall not use, consume, sell, provide, or be under the influence of alcohol or any other controlled substance, except as required by a prescription from a licensed medical doctor, while present at the worksite or while performing any of the Work.

Breach of any of these warranties is cause for termination of this Agreement. The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties. This Section shall survive termination of this Agreement.

30. Suspension of Work

30.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Work. The Contractor shall not be entitled to compensation for any Work performed during any period in which the Contract Administrator has directed that the Work be suspended.

30.2 Necessary Actions Before Suspension

If immediate suspension of the Work would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

31. Termination

31.1 Termination for Cause

If the Contractor is in breach of any provision of this Agreement, and such breach continues for seven (7) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Agreement. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

31.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Agreement constitutes a threat to public health, safety, or welfare, the County

may terminate this Agreement immediately upon written notice to the Contractor.

In addition to any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

31.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Agreement upon thirty (30) days' written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

31.4 Termination for Lack of Funding

If this Agreement is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Agreement by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

32. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing Work covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

33. Freedom of Information Act

This Agreement and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

34. Audit Rights

34.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

34.2 Inspection

The Contractor agrees that the County may inspect the Contractor's place of business or worksite to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

34.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

34.4 Records Retention

The Contractor agrees to maintain any business records related to this Agreement or the Contractor's performance under this Agreement for a period of at least three (3) years after final payment.

35. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit C and keep such insurance coverage in force throughout the life of this Agreement.

35.1 Notice of Cancellation

All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy.

35.2 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifically the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

35.3 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs and any costs to enforce this indemnification provision, arising out of the Contractor's performance of the Work or presence at the worksite or on the County's property.

36. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

37. General Provisions

37.1 Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

37.2 Entire Agreement. This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Work other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

37.3 No Assignment. The Contractor may not assign or subcontract this Agreement without the express written consent of the County.

37.4 Modification. This Agreement may be modified only in writing executed with the same formalities as this Agreement.

37.5 Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

37.6 Headings. The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

37.7 Governing Law and Venue. This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this

Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

- 37.8 Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.
- 37.9 Interpretation. Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.
- 37.10 Remedies. All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that the Contractor fails to abide by the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

CONTRACTOR NAME

GENESEE COUNTY

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Jamie W. Curtis, Chairperson
Genesee County Board of
Commissioners

Date: _____

Date: _____

Approved as to form:

Corporation Counsel

EXHIBIT A
Description of the Work

Describe the Work to be performed by the Contractor

EXHIBIT B
Work and Payment Schedule

Work and Payment schedule

EXHIBIT C
Insurance Checklist

Include the insurance checklist provided by Risk Management.

Overview

The Commercial Card program is intended to streamline and simplify the Purchasing and accounts Payable functions by eliminating waste and low value activities. The Commercial Card is a tool that reduces transaction costs, facilitates timely acquisition of materials and supplies, automates data flow for accounting purposes and offers flexible controls to help ensure proper usage.

The Commercial Card Program is designed as an alternative to a variety of processes including petty cash, check requests and low dollar purchase orders. The Commercial Card Program is not intended to avoid or bypass appropriate procurement of payment procedures. Rather, the Program complements the existing processes available. The card is a MasterCard credit card that is issued by JP Morgan Chase. Some minimal record keeping is essential to ensure the successful use of the Commercial Card. This is not an extraordinary requirement; standard payment policies require retention of receipts, etc.

This Cardholder Guide provides information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled for each cycle, and a variety of other Program information.

Please remember that you are committing county funds each time you use the commercial card. This is a responsibility that should not be taken lightly. Remember that you are the person responsible for all charges made to the card(s) which has been issued to you. Intentional misuse or fraudulent abuse may result in disciplinary action up to and including dismissal.

The card will have no impact on your personal credit. Although the card lists an individual's name, the card is actually issued to Genesee County.

Obtaining A Card(s)

After you have read this Cardholder Guide and understand the procedures outlined, you must complete all of the requirements of the Commercial Card application form. If an application package is not attached to this guide, contact your local site Commercial Card Administrator for a copy.

Only full-time employees of Genesee County or its affiliates are eligible to receive a Commercial Card. Contractors or temporary employees are not eligible. The cardholder is responsible for the security of their card(s) and the transactions made against the card(s). Each user will be required to sign the Commercial Card Cardholder Agreement as part of the Commercial Card application.

As part of your application, you and your supervisor will identify which levels of transaction and cycle spending limits best accommodates your business requirements. The levels for limits are:

(Note the following levels are for draft purposes and should be determined during the program design.)

	<u>\$/Transaction</u>	<u>Transactions/Day</u>	<u>\$/Cycle</u>
Cardholder A	\$ 300	3	\$ 2,500
Cardholder B	\$ 1,000	10	5,000

When you receive your Commercial Card(s), sign the back of the card(s) and always keep it in a secure place. Although each card is issued in your name, it is the property of Genesee County and is only to be used for company purchases as defined in this guide.

Commercial Card Restrictions

The Commercial Card is NOT to be used for personal purchases, cash advances, or any travel and entertainment expenses such as airline tickets, hotel accommodations, car rentals or meals.

Under no circumstances should a transaction be split into two separate receipts to bypass the single transaction dollar limit.

It is recommended that each card have a maximum amount per transaction. This amount is determined by you with approval from your supervisor and Controller. Once set, the card will reject purchases for amounts greater than the limit. Limits may be changed by processing the change form with your Commercial Card Administrator. Each card also requires a monthly total limit which, once established, will deny further transactions in that month. This amount is determined by you and your supervisor and also may be changed by processing the change form with your Commercial Card Administrator.

Limit changes require the written approval of your supervisor and Controller .

Using The Card

Purchases with the necessary approval are initiated using your assigned card. Contact the supplier and agree to price, quantity, sales tax and delivery date. When ordering, ask the supplier to not charge taxes. It is required at the time of purchase that you receive a receipt showing amount paid for the purchases. If the purchase is via phone or mail, ask the supplier to include the receipt with the goods when the product is shipped to you. This receipt is the only original documentation specifying whether or not sales tax has been paid against the purchase. (See additional tax information below). The Cardholder's name and "MasterCard" must appear on the packing slip and external shipping label. The supplier will require your Commercial Card number, expiration date and the "ship to" address.

It is required that you retain all receipts for your purchases.

Tax

Genesee County is exempt from paying Sales Tax. EIN 386004849. A copy of the Michigan Sales and Use Tax Certificate of Exemption is available from the Controller's office.

Lost Or Stolen Cards

The Commercial Card(s) should be secured, just as you would secure your personal credit cards. If your card(s) is lost or has been stolen, immediately contact JP Morgan Chase via this toll free number (1-800-316-6056). Also notify your local Commercial Card Administrator.

Refusal Of Card Or Account

Should you be declined at the point of sale for any reason, please contact your Commercial Card Administrator or JP Morgan Chase at 1-800-316-6056 Ext. 7245. Every effort will be made to determine why the transaction was declined.

Departmental Changes

If you transfer to a new department or leave the County, notify your local Commercial Card Administrator immediately.

Commercial Card Audit Activity

Your card activity is subject to random audits by appropriate personnel, including Corporate Audit. The random audits are to help ensure adherence to the Program's policies and procedures.

Merchants That Do Not Accept The Card

Merchants are to be encouraged to become involved in the Commercial Card Program so that you can use the Program most effectively. Merchants may contact their local bank or financial institution to become credit care capable. For those merchants that are unwilling to participate in the program, alternative sources should be found. You may also contact with any merchants you would like to accept the card.

**GENESEE COUNTY - JPMORGAN CHASE PURCHASING CARD PROGRAM
CARDHOLDER AGREEMENT FORM**

By participating in the Genesee County Purchasing Card Program as a Cardholder, you assume responsibilities pertaining to the operation and administration of the Purchasing Card Program. These responsibilities include but are not limited to the following:

1. The Genesee County Purchasing Card is to be used for County business expenditures only with exception of fuel. The Purchasing Card may only be used under the parameters and procedures established for the County Purchasing Regulations. The Genesee County Purchasing Card **MAY NOT** be used for any personal purchases, business entertainment purposes, or cash transactions.
2. The Purchasing Card will be issued in your name. By accepting the Card, you assume responsibility for the Card and will be responsible for all charges made with the Card. The Card is not transferable and may not be used by anyone other than you, the Cardholder.
3. The Genesee County Purchasing Card must be maintained with the highest level of security. If the Card is lost or stolen, or if you suspect the Card or Account Number has been compromised, you agree to immediately notify the bank and the Genesee County Purchasing Card Program Administrator.
4. All charges will be billed and paid directly by the Genesee County. For each billing period, you must print an Expense Report listing all activity associated with the Card. This activity will include purchases and credits posted during the billing period. While you are not responsible for making payments, you are responsible for the verification and reconciliation of all account activity. If you do not follow the procedures, your card and cardholder privileges will be revoked.
5. Cardholder Accounts are subject to periodic internal control review and audits designed to protect the interests of the Genesee County. By accepting the Card, you agree to comply with these reviews and audits.
6. Parameters and procedures related to the Purchasing Card Program may be updated or changed at any time. The Genesee County will promptly notify you of these changes.
7. Sales tax SHOULD NOT be paid on any purchases made with the Purchasing Card. The Genesee County is tax-exempt. A blanket tax-exempt certificate, issued by the Michigan Department of treasury, is issued to you at the time you receive the card. If a vendor will not honor the tax exempt status have them provide written documentation to that effect.

You agree to surrender and cease use of the Card upon termination of employment. In addition, you must surrender and cease use of the Card if you transfer or relocate. You may also be asked to surrender the Card at any time deemed necessary by the County Controller. Misuse or fraudulent use of the Card may result in disciplinary actions and may be grounds for dismissal.

Employee Acknowledgement:

By signing below, I acknowledge that I have read the above and will follow the County Purchasing Regulations. I certify that as a participating Cardholder of the Genesee County Purchasing Card Program, I understand and assume the responsibilities listed above.

Employee Signature

Title & Department

Name (Print)

Date

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

WHEREAS, real estate and buildings owned by the County are part of the public treasure, and all commissioners have the right and responsibility, on behalf of their constituents, to thoroughly review all information relating to same prior to any decision regarding sale of assets; and

WHEREAS, County real estate and buildings should not be sold when facts have been established that support prohibiting such sales; and

WHEREAS, County real estate and buildings should not be sold when there have been no facts established that support consummating such sales.

NOW, THEREFORE, BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that, in the absence of facts supporting the sale of any County real estate or buildings, no further sales, negotiations, offers for sale, or action promoting sale of County real estate or buildings shall advance until such time that full fact finding, with transparency to both commissioners and the public, demonstrates a compelling need to do so.

HUMAN SERVICES COMMITTEE

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