

LUCAS COUNTY, OHIO  
BOARD OF COMMISSIONERS

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ADMINISTRATIVE X

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PROCEDURE X

SUPERSEDES:  
POLICY # 11K  
PROCEDURE #

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**Policy Attached.**

APPROVED BY: *Peter Olyuz*

DATE: *9/18/12*

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# **PURCHASING POLICY**

## **LUCAS COUNTY PURCHASING POLICY**

### **Introduction**

The responsibility of the Purchasing Department is to acquire materials, supplies, services and equipment necessary for the proper and efficient operation of Lucas County Government, considering the best price and quality.

The Purchasing policies of Lucas County are approved by the Board of Lucas County Commissioners. Bidding procedures are established by State Statute or Federal Law or County Commissioners.

The manual is designed to set forth in detail the rules, regulations, and necessary procedures to adhere to these policies.

## **PURCHASING POLICY**

### **SUMMARY OF PURCHASING/PROCUREMENT THRESHOLDS**

#### **Tier 1: Direct Purchase - \$1,000 or less**

- Require a Purchase Order (Select NOPOBUYER in PeopleSoft when creating a purchase requisition)
- See for Details.

#### **Tier 2: \$1,000.01 - \$7,500.00**

- Require a Purchase Order.
- One written quotation required.
- User initially sources purchase by solicitation of written quotations.
- Submit quotation to Purchasing with Purchase Requisition.
- See Policy for details.

#### **Tier 3: \$7,500.01 and not to exceed \$50,000.00**

- Require a Purchase Order.
- Three written quotations solicited by Purchasing, with the applicable department's assistance if requested by Purchasing.
- See Policy for details.

#### **Tier 4: ORC 307.86 Competitive Bid Threshold in Excess of \$50,000.00**

- Requires a Board Approved/Contract Purchase Order
- Requires Solicitation of Formal Competitive Bids per ORC
- Requires Board Approval
- See Policy for details
- Requires Best Bid Criteria (if applicable)

#### **Professional Services:**

- Exempt from ORC 307.86 in the services of an accountant, architect, attorney at law, physician, professional engineer, construction project manager, consultant, surveyor, or appraiser.

#### **Procurement of Furniture:**

- Requires additional approval of the Support Services Manager prior to ordering to ensure standardization of furniture.

#### **Software and Hardware:**

- Requires additional approval of the Data Processing Board for purchases \$7,500.00+
- Under \$7,500.00 requires approval of LCIS Director. See attachment F

#### **Vehicles:**

- Requires additional approval of the Board of County Commissioners, or its designee, and is to be consistent with the Vehicle Policy. If vehicle is under \$25,000.00 Administration can sign off.

## PURCHASING POLICY

### **Super Blanket Orders:**

- Purchase orders for good and services purchased of a recurring nature.
- Billed on a monthly basis (e.g. utilities, I/S services etc. should be submitted to purchasing with an estimated yearly amount).
- Currently \$20,000.00 is the annual maximum with the exception of utilities, if the ORC were to change then that automatically becomes effective.

## **PURCHASING POLICY**

### **PURCHASING POLICY**

Purchases exceeding one thousand dollars (\$1,000) for the operations of those agencies and departments under the Board of County Commissioners and those agencies and departments under other Lucas County Elected Officials made through the Purchasing Department.

Purchases shall be of a quality to suit the intended purpose at the least expense while encouraging vendor diversity. It is implicit within this policy that the approval to purchase constitutes the authority to process payment accordingly.

#### **DEPARTMENTS' AND EMPLOYEES' RELATIONSHIP**

- The Purchasing Department will communicate to department managers useful information received from interviews, catalogs, advertising, etc.
- The Purchasing Department shall discuss with the suppliers' representatives the necessity for prompt deliveries and full cooperation with any delivery schedules which have been set up by those departments requiring such services.
- All department managers, where practical, shall designate a delivery date in whole or dates for partial deliveries on their request to the Purchasing Department. The Purchasing Department shall advise the ordering department of any change in delivery dates should they occur.

#### **BID NOTIFICATIONS**

The benefit of bid notification is that all vendors registered will automatically receive e-mail notification of the opportunity to bid on competitive bid projects/commodities/services for products, services and professional services exceeding fifty thousand dollars (\$50,000) if they register at the following website <http://www.co.lucas.oh.us/bids.asp> . Registered vendors will be able to download bid packet for projects that require competitive bids per ORC 307.86.

### **RELATIONS OF VARIOUS DEPARTMENTS WITH THE PURCHASING DEPARTMENT**

The Purchasing Department functions in support of team effort with mutual benefits for the good of the County, and depends upon joint cooperation. This manual may prove helpful as a guide as to each department's responsibility in making purchases.

#### **PURCHASING DEPARTMENT RESPONSIBILITY**

1. Know and become acquainted with the needs of all departments.
2. Procure a product that will meet the department requirements at the least possible cost to the County.
3. Know the source and availability of needed product.

## **PURCHASING POLICY**

4. Cooperate with, and aid all departments in meeting their needs for operating supplies, equipment or Professional Services.
  5. Process all requisitions with the least possible delay.
  6. Work with the suppliers in coordinating all the steps involved in completing a purchase.
  7. Encourage the creation of equal opportunities for all to partner or work with the County.
  8. Maintain procedures to ensure equitable or fair consideration of all business enterprises including MBE, DBE, and EDGE.
- **MBE** – Minority Business Enterprise – Certified by the STATE OF OHIO  
Def: A company that is owned and controlled at least 51% by US citizen(s) and residents(s) of Ohio, belonging to one of the following ethnic groups: African-American, Native American, Hispanic or Oriental. The firm must have been in operation at least one year prior to applying for certification. Not limited to size of business, all forms and information on-line. [www.ohio.gov/das/eod](http://www.ohio.gov/das/eod)
  - **DBE** – Disadvantaged Business Enterprise – Certified by the STATE OF OHIO  
Def: A business owned and controlled by 51% minorities, women and other socially and economically disadvantaged persons. (For any group whose members are designated socially and economically disadvantaged by the SBA). [www.dot.state.oh.us/CONTRACTS](http://www.dot.state.oh.us/CONTRACTS)
  - **EDGE** – Encouraging Diversity Growth & Equity – Certified by the STATE OF OHIO  
Def: A business that is a socially and economically disadvantaged business as defined by the Ohio department of Administrative Services' Equal Opportunity Division. All races are eligible. Not limited to size of business. [www.ohio.gov/das/eod](http://www.ohio.gov/das/eod)

## **DEPARTMENT RESPONSIBILITY**

- Allow ample time for the Purchasing Department to place order and supplier to deliver.
- Make full and accurate description of material and equipment to be purchased.
- Prepare specifications that require a technical, engineering or professional services (for Commissioners' departments) background.
- List anticipated requirements in advance when requested, allowing sufficient time for the proper purchasing procedure.
- Advise the Purchasing Department of any known qualified supplier.
- May solicit quotations, bids, etc. from a variety of sources and insure lowest and best bid awards.

## **PURCHASING RULES AND REGULATIONS**

### **ORGANIZATION**

The Purchasing Department is under the supervision of the Director of the Office of Management and Budget and shall be administered by the Support Services Manager, who will also act as Purchasing Agent.

### **AUTHORITY AND DUTIES**

1. The Purchasing Agent shall have the authority, and it shall be his/her duty, unless otherwise provided by State Law, to purchase or contract for supplies, materials and equipment required by any using agencies. The terms "supplies,

## **PURCHASING POLICY**

materials, and equipment” as used in this manual, shall be construed to mean any and all articles which shall be furnished to or used by any requisitioner.

2. The Purchasing Agent shall establish and amend with OMB Director's approval, if necessary, rules and regulations necessary to perform the operations of his/her office and duties subject to the approval of the County Commission.
3. Open competition is encouraged on all purchases and sales. Purchases are made on the open market. Exceptions up to One Hundred Thousand Dollars (\$100,000.00): The Purchasing Agent has the authority to purchase Commodities and Services offered on State of Ohio DAS Contracts (ORC 125.04), ODOT Contracts, National Joint Powers Alliance (NJPA) and other Contracts (ORC 9.48).
4. Upon receipt of an acceptable requisition, Purchasing shall estimate the cost of such purchases, and make a purchase with the least possible delay, after having first performed the following:
  - a. Solicitation of three competitive quotes if the purchase exceeds seventy five hundred dollars (\$7,500) (including professional services exempt from ORC 307.86).
  - b. Solicit/Advertise sealed bids if the purchase exceeds fifty thousand dollars \$50,000.
5. Forward purchase order specifying the amount and source of funds to the Lucas County Auditor for certification as to availability of funds.
6. The Purchasing Department will not discriminate in the purchase of goods, services, materials equipment or professional services, etc., on the basis of race, religion, gender or national origin. The Purchasing Department adheres to State of Ohio requirements.
7. The Purchasing Department in collaboration with the Northwest Ohio Black Chamber of Commerce (NWOBCC), Toledo Chamber of Commerce, the Toledo Area Small Business Association (TASBA), Northwest Ohio Hispanic Chamber of Commerce, American Arab Chamber of Commerce and other similar organizations will establish, organize and conduct "How to do Business with Lucas County" forums, up to three times per year, sponsored by the Board of County Commissioners contingent upon funding. These will be publicly advertised and open to all vendors who would like to do business with Lucas County. Specific invitations will be sent to local MBE, DBE, and EDGE entities to encourage their participation.
8. The Purchasing Agent shall incorporate the State Use Law (ORC 4115.31-4115.35) provisions as required.

### **EXCEPTIONS**

The Purchasing Agent has no responsibility in the acquisition of land, buildings and contracts for the construction and repairs of bridges, streets, sewers, buildings, etc., and procurement of professional services related to same.

## **PURCHASING POLICY**

The Purchasing Agent and staff shall provide assistance as necessary to elected officials, agencies and departments in the procurement of services related to the aforementioned exception. Procurement of those services shall be in accordance with ORC 307.86 through 307.91, 153.01 through 153.60, 9.33 through 9.333, 153.65 through 153.71.

### **PURCHASE REQUISITION**

#### **WHEN PREPARED**

Requisitions shall be prepared far enough in advance to permit the Purchasing Department to obtain competitive quotations and bids; and to allow sufficient time for deliveries to be made.

The time to be allowed to secure such competitive solicitations shall be not less than the following, after receipt of requisition and correct specifications by the Purchasing Department.

1. A maximum of two (2) weeks for an item upon which advertising is not required (informal quotes purchases \$7,500.00 - \$50,000).
2. A maximum of four (4) to six (6) weeks for an item upon which advertising is required (formal bids exceeding \$50,000).

All requisitions over \$1,000.00 will have to be approved by the Purchasing Agent before they will be processed.

Requisitions for Super Blanket Orders for those purchased goods and services of a recurring nature that are billed on a monthly basis (e.g., utilities, data processing services, etc.), should be submitted to the Purchasing Department with an estimated annual cost but can't exceed \$20,000.00 in a calendar year. Currently \$20,000.00 is the annual maximum with the exception of utilities, if the ORC were to change then that automatically becomes effective.

Adherence to the above process will insure that department/agency funds will be encumbered before an order is placed and that these same funds (from the year in which the order was placed) will be available to pay the vendor upon receipt of the invoice.

#### **HOW TO PREPARE**

Follow documented PeopleSoft procedures for creating a purchase requisition.

#### **GENERAL INFORMATION**

1. If a requisition is incomplete or not properly prepared, the Purchasing Department will return it to the originating department for additional information.
2. Be sure to have the correct specifications for the materials, supplies or equipment you are requisitioning.
3. The requisitioner shall not split orders to circumvent any provision of the County, this manual or any policy established by the County, nor shall requisitions be submitted for the sole purpose of using up fund balances.
4. The using agency shall not and cannot legally buy, borrow, or otherwise arrange to obtain supplies, materials or equipment in the amount of one thousand dollars and one cent (\$1,000.01) without a purchase order, except "Emergency Purchases." Failure to follow this procedure may make the person authorizing such purchases personally liable.

## **PURCHASING POLICY**

5. Problems arising in connection with the preparation and handling of requisitions are to be referred to the Support Services Manager who shall be responsible for the in-service training of all personnel involved.

### **PURCHASE ORDER**

#### **PURPOSE**

A purchase order authorizes the seller to ship or to provide a service and invoice for the materials and services as specified. Purchase orders shall be written so that they are clear, concise and complete. This will prevent unnecessary misunderstandings and correspondence with suppliers.

#### **WHO ISSUES – EXCEPTIONS**

The Purchasing Department only, shall issue purchase orders, except outside County agencies with their own governing board. The using agencies will not enter into negotiations with any suppliers for the purchase of supplies, materials or equipment, with the exception of a super blanket order, or as outlined in the "Emergency Purchase Procedure." All purchase orders will be transmitted to the supplier by the Purchasing Department.

### **QUOTATIONS AND BIDS**

Upon receipt of a purchase requisition, the Purchasing Department will seek a source of supply and enter into transactions for the purchase of the commodity or service in accordance to Commissioner Policy and procedures or competitive bid threshold as stated in Section 307.86, Ohio Revised Code (excess of fifty thousand dollars (\$50,000)).

The Purchasing Department only is authorized to perform regular purchasing transactions. It will be the responsibility of Purchasing to determine if a competitive bid situation exists unless one or more of the following conditions which are exemptions to the competitive bid threshold established in ORC 307.86:

1. Single Supplier of supplies or replacement or supplemental parts. (Sole Source)
2. Procurement is of emergency nature. An emergency exists as voted unanimously by the Board of County Commissioners:
  - a. Cost is less than \$50,000
  - b. Actual physical damage to structures, radio communication, or computers.
  - c. Informal estimates obtained and retained for one year.
3. Purchase is from another government agency.
4. Public social services including Title XX services.
5. Group insurance programs.

**OR the following exceptions, contingent upon approval by the Board of County Commissioners or their agent up to One Hundred Thousand Dollars (\$100,000.00).**

1. State of Ohio Department of Administrative Services Contracts (ORC125.04)
2. Ohio Department of Transportation (ODOT) Contracts

## **PURCHASING POLICY**

3. National Joint Powers Alliance (NJPA)
4. Purchases for less than State Contract Pricing – equivalent terms, conditions and specifications. Proper documentation required and maintained.
5. Purchases from Other Contracts (ORC 9.48). Example, NACo Cooperative Purchasing Alliance or contracts of other counties or townships if the contract has been competitively bid.

### **PROCEDURE FOR SECURING BIDS**

It will be mandatory to secure sealed bids for all purchases exceeding fifty thousand dollars (\$50,000) except as otherwise provided in Section 307.86, Ohio Revised Code.

Request to advertise for sealed bids on purchases exceeding fifty thousand dollars (\$50,000) will be forwarded to the Support Services Manager. Upon approval by the Board of Commissioners or County Administrator, Assistant County Administrator/Chief of Staff, the Purchasing Department and/or the Clerk of the Board will arrange advertisements to be published in at least one local newspaper, of general circulation once a week for not less than two nor more than four consecutive weeks preceding the day of the opening of bids as established in ORC 307.87 or to be distributed by electronic means, including posting the notice on the county web site. If the notice is posted on the county web site, it may eliminate the second notice otherwise required to be published in a newspaper of general circulation within the county, provided that the first notice published in such a newspaper meets all requirements of ORC Section 307.87. The Purchasing Department will solicit bids from responsible prospective suppliers obtained from the vendor source file, catalogs, and sources from department. Bid Bonds as stated in section 307.88 of the ORC, that if a bid is over the amount of \$50,000, then the Bid Bond must not exceed a reasonable amount and must not exceed 5% of the total bid. The amount must also be provided in the advertisement. The bond applies to a person submitting a bid for award of a contract. This bond demonstrates the vendor's willingness to enter into a contract with Lucas County. The money is not refunded if the contract is awarded to said vendor and the vendor denies the contract/award. Bid bond or certified checks shall be returned to vendor once the bids have been approved by the County Commission resolution and or a contract agreement has been duly signed. For construction projects the O.R.C. section 153.54 through 153.57 must be followed.

A performance bond may be required as determined by the Board of County Commissioners, the Purchasing Department, or end user department, agency or elected official.

Performance Bonds: As stated in section 307.89 of the ORC, may be required up to 100% of the total contract. This bond applies during the contract obligation. If the vendor does not perform at the level stated in the contract, then this bond is to cover substitute services that were required to be performed.

### **NOTICE OF COMPETITIVE BIDDING**

Notice for anything to be purchased, leased, leased with option or agreement to purchase and the maintenance, repair or service of equipment, at a cost estimated to be in excess of fifty thousand dollars (\$50,000), shall be posted in a public place in the lobby, first floor, Government Center and on the County Web Site.

### **AWARD OF BID**

## **PURCHASING POLICY**

The award of all contracts subject to Sections 307.86 to 307.95, inclusive of the Revised Code, shall be awarded to the lowest and best bidder, refer to Best Bid Criteria, if applicable. The County reserves the right to accept parts or may reject all bids.

### **QUOTATIONS**

Quotes for items one thousand dollars (\$1,000) or under will not be sought by the Purchasing Department.

One written quotation is obtained by the department head or authorized personnel for submittal to the Purchasing Department for any proposed purchases in the amount of one thousand dollars and one cent (\$1,000.01) up to and including seven thousand five hundred dollars (\$7,500).

Three written quotations are obtained through the Purchasing Department for purchases in the amount of seven thousand five hundred dollars and one cent (\$7,500.01) up to the competitive bid threshold as stated in Section 307.86, Ohio Revised Code where it is felt that competition is not limited to a sole source vendor, but where competitive prices, quality, etc., exist.

### **DISPOSITION OF BID**

Bids shall be opened in public at the time and place stated in the public notice. A tabulation of all bids received will be made and be available for public inspection.

### **RESPONSIBILITY FOR SPECIFICATIONS**

The preparation of specifications is the responsibility of the using agency, subject, however, to the review and examination of the Purchasing Department. They shall be definite, certain and permit competition.

### **REQUEST FOR BIDS INVITATION TO BID (ITB), REQUEST FOR PROPOSALS (RFP), REQUESTS FOR INFORMATION (RFI), REQUEST FOR QUALIFICATIONS (RFQ)**

The requests for ITB, RFP, RFI, RFQ sent or placed in the hands of prospective bidders is a form of notice to bidders. This notice should contain the following instructions and information:

1. Bids must be sealed.
2. The time, date and place of opening bids.
3. The procedure for opening bids.
4. A full description of the materials/service required.
5. Bidders must state manufacturer, manufacturer's brand or trade name and catalog numbers when applicable.
6. Variance to requested specifications shall be specifically stated by the bidder.
7. Any changes in the specifications will be done by addendum.
8. Bids must specify any and all warranties and include literature when available.
9. Bids must indicate delivery date and shipping date.
10. Bids must be plainly marked on outside of envelope, the material or service bid and the time and date of bid opening.

## **PURCHASING POLICY**

11. Lucas County reserves the right to reject any or all bids, to waive any minor irregularities in a bid, to make awards to more than one bidder, or to accept that bid or bids which is in the judgment of the proper official to be in the best interest of Lucas County.
12. Bidders must certify on the bid form that the items they are bidding meet the specifications or indicate exceptions to the bid.
13. Affidavits for Delinquent Personal Property taxes, Non-Discrimination and EEO, Non-Collusion, No Findings for Recovery, Compliance Affidavit for Businesses, Transparency, Sweatfree.

Said notification of opportunities to bid will be posted on the web page as well as bid packets for the same where possible.

### **CONTENTS OF A GOOD SPECIFICATION**

1. State exactly what is wanted clearly, definitely and completely without use of brand names. If a brand name is used it must state "or equal".
2. Provide the means or basis for testing deliveries for conformance with the specifications. Without this check, the specification loses much of its force as a purchasing tool.
3. Avoid nonessential quality restrictions that add to cost and to difficulty in procurement without adding to utility and value.
4. Avoid definition that unnecessarily restricts competition.
5. Conform, so far as possible, to established commercial and industrial standards.
6. Examples of equipment that meet specifications can be included.

### **PRICE AGREEMENT**

#### **WHAT IS A PRICE AGREEMENT**

A price agreement is the acceptance of a supplier's promise to furnish an item or items or service to the County at a firm or fixed unit price for a specific period of time.

#### **WHY USED**

Price agreements are established and used by the Purchasing Department to provide the means for issuing purchase orders based on fixed prices without negotiating separate bids for each additional purchase.

#### **HOW USED**

Using agencies must follow the same procedure as in making other purchases when obtaining those items covered by price agreements. "As per Price Agreement" should follow the description(s) of the item(s).

#### **RESPONSIBILITY**

## **PURCHASING POLICY**

The Purchasing Agent shall be responsible for renewing or renegotiating all price agreements. However, the using agency shall, by memorandum, advise the Purchasing Agent of the need for renewing the price agreement, giving an estimate of their anticipated requirements. The notification by the using agency should be in the hands of the Purchasing Agent at least thirty (30) days prior to the need for a new price agreement.

### **CERTIFICATION OF FUNDS**

In any case in which a contract is entered into upon a per unit basis, the head of the department, board or commission for whose benefit the contract is made shall make an estimate of the total amount to become due upon such contract. Such contract may be entered into if the appropriation covers such estimate, or so much thereof as may be due during the current year. In such a case, a certificate from the Lucas County Auditor based upon the estimate shall be sufficient compliance with the law requiring a certificate of funds.

### **PROCUREMENT OF LEASE, RENTAL, SUPPLY, OR MAINTENANCE OF EQUIPMENT**

#### **PURPOSE**

At the request of a department and in accordance with the Ohio Revised Code and the policies of the Board of County Commissioners, if it's determined to be cost effective or necessary, the Purchasing Agent may enter into an agreement for the lease, rental, supply or maintenance of equipment. The Purchasing Agent may enter into an agreement with a vendor to provide that equipment for a set period of time and at a set price. The terms and conditions of the agreement are confirmed by a purchase order.

#### **WHEN ISSUED**

An agreement for the lease, rental, supply, or maintenance of equipment, if for a term of twelve (12) months or less, shall be executed by the Purchasing Agent only with a purchase order that authorizes the vendor to maintain or supply equipment. To initiate this process, each department, except outside county agencies with their own governing board, will follow the policy and procedure outlined in this policy for the purchase of equipment.

If the term of the agreement excluding options extends beyond twelve (12) months and exceeds \$50,000, the Purchasing Department, before issuing a purchase order to the vendor, must submit all documents, and the proposed purchase order to the Prosecutor for "Approval as to Form." Upon receipt of the Prosecutor's approval, the Purchasing Department will prepare a resolution and submit it to the Clerk of the Board for placement on the agenda of an open public meeting of the Board of County Commissioners for their consideration.

### **MISCELLANEOUS PURCHASE**

For the convenience of the various departments procuring miscellaneous supplies, it shall be permissible for them to purchase direct from the vendor, and then forward an invoice to the Auditor's Disbursements as soon as the invoice is received once the steps have been taken in PeopleSoft to obtain a Purchase Requisition and create a voucher. The end user department is

## **PURCHASING POLICY**

encouraged to solicit quotations or bids from a variety of sources. Prompt submission of invoices enables the Auditor's Disbursements to process invoices faster.

The maximum amount expended on this basis must not exceed one thousand dollars (\$1,000) for any department.

### **EMERGENCY PURCHASE PROCEDURE**

#### **PURPOSE**

Emergency purchases are to be made by a department only when the normal functions and operations of the department would be hampered by submitting a requisition in the regular manner or where life, property or equipment are endangered through unexpected circumstances and supplies or services are needed immediately.

#### **BY WHOM MADE**

After a department defines an emergency need, they must prepare a purchase requisition. If the approver is absent, then the end user must prepare a paper requisition and send it by fax to the Purchasing Department.

#### **HOW TO MAKE**

If the purchase is fifty thousand dollars (\$50,000) or less, competitive quotations will be waived, and if the purchase or service exceeds fifty thousand dollars (\$50,000) but under one-hundred thousand dollars (\$100,000) the established emergency threshold as stated in Section 307.86 ORC, an emergency resolution will be prepared by Purchasing.

Then:

1. If the purchase or service exceeds one-hundred thousand dollars (\$100,000), Purchasing will forward documentation to the Clerk of the Commission who will place the resolution on the agenda for the next meeting of the Board of County Commissioners.
2. If the purchase or service is one-hundred thousand dollars (\$100,000) or less, the documents must be sent to the Purchasing Department for execution.
3. Should the emergency and the emergency purchase occur after normal working hours or on a weekend, the above procedures must be followed during the course of the next working day.
4. If for some reason the Board of County Commissioners disapproves the emergency resolution, the department must submit the voucher as soon as possible to the Board of County Commissioners as a moral claim. A moral claim resolution must be prepared by the Administrator and along with the voucher in question, sent to the Office of Prosecuting Attorney for a letter of opinion. When the opinion has been received back, the opinion will be reviewed by the Board and presented at an open public meeting of the Board of County Commissioners.
5. Suppliers shall furnish a sales ticket, delivery slip, invoice, etc., for the supplies or services rendered. Terms of the transactions, indicating price and discounts shall be shown.
6. A true emergency will almost always occur as the result of a need for parts and labor for repairs to equipment which must be kept in operating order.

## **PURCHASING POLICY**

7. Emergency purchases, due to negligence, or failure to anticipate normal needs, needless to say, are to be avoided because emergency purchases are costly and should be kept to a minimum as they are usually made hurriedly, on a noncompetitive basis, and usually at top price. Most vendors will charge a premium if supplies must be obtained immediately. By avoiding emergency orders, we will save money.

## **INVOICES**

### **WHAT DEPARTMENTS DO WITH INVOICES**

After checking and reviewing invoices, the Department will submit original invoice with voucher id number and authorized signature to the Auditor's Disbursements. If the purchase order is for the purchase of equipment or personal property in excess of five thousand dollars (\$5,000), the department must also include a completed Fixed Asset Acquisition Form.

### **SURPLUS AND OBSOLETE PROPERTY**

Surplus and/or obsolete material or equipment, such as motor vehicles, tools, machinery, etc. which is not needed or which is unsuitable for public use, shall be disposed of as the need arises consistent with State Law by the individual department.

### **METHOD OF DISPOSITION**

Items that are surplus, worn out or obsolete which has no further practical use, may be disposed of in any of the following ways:

1. By transferring to other county departments contingent upon approved resolution from the Board of County Commissioners.
2. By transferring to other governmental units or agencies contingent upon approved resolution from the Board of County Commissioners.
3. By trading in on new equipment.
4. By public bid and or auction contingent upon approval from Administration using GovDeals.com as the preferred method of sale.

### **HOW TO REPORT**

Each department shall report its surplus or obsolete stock, equipment or materials by filling out the information on GovDeals.com and completing a Surplus Obsolete Property Form and forward it to the Support Services Manager along with digital photographs of the item/s being requested to be sold, transferred or otherwise disposed of.

### **HOW DISPOSITION IS MADE**

If surplus material is to be sold, it will be done through Support Services upon precise specifications.

## **PURCHASING POLICY**

### **GENERAL INFORMATION**

Each department, division and bureau could have an opportunity to acquire items before disposal, if it is in the best interest of the County. Support Services with the assistance of the various departments, shall decide in the best interest of the County, if any items shall be sold, traded in or transferred to another department.

## **PURCHASING POLICY**

### **ATTACHMENT A: LUCAS COUNTY TRANSPARENCY POLICY**

Adopted by the Board of Lucas County Commissioners May 13, 2008 by Resolution 08-532, this policy applies to any contract at or above \$10,000 that is awarded by the Board of Lucas County Commissioners.

Whether the contractor is a sole proprietorship, a partnership, or corporation, any owner (as defined by ORC 3517.13 (I)(1)(a)) shall be required to disclose any campaign contributions to any Lucas County elected officials or their campaign committees made within one year prior to the date of the award of the contract.

Likewise the contractor shall disclose any contributions made within one year prior to the date of the awarded contract by any political action committee directly associated with the contractor (as defined by ORC 3517.13 (J)(1)(a)).

This information shall be provided to the Board of Lucas County Commissioners prior to the award of the contract.

Form can be found on Purchasing website.

## PURCHASING POLICY

### ATTACHMENT B: LUCAS COUNTY SWEATFREE PROCUREMENT POLICY

This policy was adopted by the Board of Lucas County Commissioners June 3, 2008 by Resolution 08-590.

#### **I. Purpose**

The Board of Lucas County Commissioners finds that:

- A. Lucas County spends thousands of dollars in public funds on garments, apparel and corresponding accessories provided by private Contractors and Manufacturers.
- B. The public interest, public morals, and social order are served by avoiding expenditures of tax dollars to Contractors who maintain sweatshop working conditions, including below-subsistence wages; excessively long working hours; unhealthy and unsafe working environments; child, indentured, and prison labor; disregard for local and international labor laws and workplace regulations; disregard for fundamental women's rights; and repression of workers' rights to assemble and bargain collectively.

#### **II. Scope**

This policy applies to the procurement and laundering of apparel, garments and corresponding accessories for Lucas County, its agencies, or its employees. Procurement includes contract, purchase, rental, lease, or allowance and voucher programs.

#### **III. Definitions**

- A. "Consortium" means the State and Local Government SweatFree Consortium.
- B. "Contractor" means a person or entity that provides applicable goods or services to Lucas County.
- C. "Independent Monitor" means an organization with expertise in monitoring factory working conditions that is not owned or controlled in whole or in part by, nor obtains any revenue from, any Contractor, Subcontractor, Production Facility, or any other entity that derives its primary income from the sale of any product or service covered by this policy.
- D. "Non-poverty wage" in the U.S. is the level of wages required for a full-time worker to produce an annual income equal to or greater than the United States Department of Health and Human Services' most recent poverty guideline for a family of three plus an additional 20% of the wage level paid either as hourly wage, health benefits, or pension benefits. Outside the United States, a non-poverty wage is a comparable nationwide wage and benefit level, adjusted to reflect the local cost of living, sufficient to raise a family of average size out of poverty.
- E. "Production Facility" means the facility that manufactures (including cutting and assembly by weaving, sewing, knitting or felting), finishes, applies marks, warehouses, launders, or engages in any other processes that contribute significantly to the finished apparel and other products.
- F. "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with a Contractor or another Subcontractor for provision of all or some of the goods and services covered by this policy.
- G. "Worker" means those workers engaged in the production of the goods or services covered by this policy.

#### **IV. Prohibition of Sweatshop Conditions**

Contractors shall ensure that all Production Facilities adhere to or exceed the following sweatfree code of conduct in their practices and policies regarding workers engaged in the production of goods and services covered by this policy.

- A. Legal Requirements. Production facilities shall comply with all applicable domestic labor, employment, health and safety, environmental, and building laws, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.
- B. Wages and Benefits. Production Facilities shall pay wages that meet the higher standard of (a) the legal minimum wage; (b) the prevailing wage in the industry in the country of production; or (c) a non-poverty wage as defined in Section III (D).
- C. Hours of Work and Overtime. Production Facilities shall not require hourly and quota-based workers to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In

## PURCHASING POLICY

addition, Production Facilities shall provide at least one day off in every seven-day period, as well as holidays and vacations. Production Facilities shall ensure that all hours worked beyond the limits on working hours established in Section IV (C) are voluntary, except as provided for by both national law and a bona fide collective bargaining contract. In addition to their compensation for regular hours of work, hourly and quota-based workers shall be compensated for overtime hours at such a premium rate as is legally required in the country of manufacture or, in those locations where such laws do not exist, at a rate at least one-and-one-half their regular hourly compensation rate.

- D. Discrimination and Women's Rights. Production Facilities shall not discriminate in employment - including in hiring, salary, benefits, advancement, discipline, termination, retirement, or any other term or condition of employment or employer practice - on the basis of gender (including pregnancy), race, religion, age, disability, sexual orientation, gender identity, nationality, political opinion, or social or ethnic origin. Production Facilities shall not require pregnancy tests as a condition of employment, nor demand pregnancy tests of employees. Women workers shall receive equal remuneration, including equal pay, benefits, treatment, and opportunity to fill positions open to male workers.
- E. Harassment and Abuse. Production Facilities shall not harass or abuse workers sexually, psychologically, or verbally, or use corporal punishment.
- F. Freedom of Association. Production Facilities shall respect workers' rights to freedom of association, collective bargaining, striking or other concerted protest, and filing of grievances.

### V. Requirements – Contractor Affidavits, Public Records and Reporting

- A. Refusal to Contract. Lucas County shall not enter into contracts with a Contractor if
  - (a) based on information submitted by the Consortium, an Independent Monitor, or other Employees or agents authorized to assist in the implementation, administration, or enforcement of this Policy, Lucas County finds the Contractor or one of its Subcontractors violates any requirement enumerated in this Policy and that the Contractor refuses or fails to take all reasonable steps to ensure that the violation is expeditiously remedied; or
  - (b) the Contractor fails to submit the information required in the affidavit described in Section V (B).
- B. Affidavits. In order to qualify for a contract, purchase order, rental, or lease agreement for provision of goods or services covered by this Policy, the Contractor must submit affidavits that include the information set forth in Sections V (B) to the Purchasing Department. To ensure public access and confidence, the Purchasing Department shall post this information on the Lucas County website as soon as possible but not more than 14 days after final award of a contract. The information shall include:
  - 1. The names, complete physical addresses, phone numbers, and contact persons of each production facility to be involved in the production of goods or provision of services. If the Contractor purchases directly from a wholesaler or distributor, the Contractor must acquire from the resale entity the names, complete physical addresses, phone numbers, and contact persons of each production facility involved in the production of goods or provision of services.
  - 2. A statement by the Contractor indicating the following:
    - a. The Contractor understands its obligation to ensure that all applicable production facilities adhere to the sweatfree code of conduct as defined in Section IV;
    - b. The Contractor understands that if Lucas County, the Consortium, and/or an Independent Monitor find any of its applicable production facilities to be out of compliance with any of the provisions of Section IV, and the Contractor fails to take all reasonable steps as specified by Lucas County and/or its designee(s) to compel the facility to remedy the non-compliance within a time period specified by Lucas County, and/or its designee(s), the Contractor will be deemed out of compliance with the sweatfree code of conduct as defined in Section IV.
    - c. The Contractor has furnished a copy of the sweatfree code of conduct as defined in Section IV of this Policy to each relevant Subcontractor, and instructed each Subcontractor to furnish the code of conduct to each relevant Production Facility.

## PURCHASING POLICY

3. Any other information deemed necessary by the Purchasing Department for the administration and enforcement of this policy.
- C. Updated Information. If any information provided by the Contractor pursuant to this section changes during the specified time period of the contract, the Contractor shall submit or cause to be submitted to the Purchasing Agent affidavits with the updated information.

### VI. Verification and Compliance

- A. It shall be the responsibility of Contractors to ensure compliance with the sweatfree code of conduct as defined in Section IV of this Policy in all Production Facilities. Contractors must establish and implement, and/or cause Subcontractors to establish and implement, managerial systems, rules, procedures, and audits sufficient to effectively ensure such compliance. Contractors must also recognize that their, and/or their Subcontractors', business and sourcing practices have an impact on working conditions in Production Facilities.
- B. Each Contractor shall cooperate fully with any investigation of the Board of Lucas County Commissioners and / or its legal representatives, including without limitation the Consortium, an Independent Monitor, and other Lucas County employees and agents authorized to assist in the implementation, administration or enforcement of this Policy. Refusal of a Contractor to facilitate monitoring by, or to cooperate fully in the monitoring process of, the Consortium and/or an Independent Monitor shall result in disqualification for bidding or in termination of a contract.
- C. Lucas County shall join the State and Local Government SweatFree Consortium in order to work together with other public entities for the purpose of ensuring the most effective enforcement of the labor standards enumerated in Section IV of this Policy.

## **PURCHASING POLICY**

### **ATTACHMENT C: BUY OHIO BID PREFERENCE PLAN**

#### **I. MODEL SYSTEM OF PREFERENCES**

Subject to the system of preferences set forth herein, contracts for the purchase of all equipment materials, supplies, or insurance shall be awarded to the lowest and best bidder.

Prior to awarding a contract under section 307.86 of the Ohio Revised Code, the Board of Lucas County Commissioners shall evaluate the bids received according to criteria and procedures contained in Articles II and III of this Resolution. The Board shall first reject all bids that offer goods that have not been or that will not be produced or mined in the United States. From among the remaining bids, the Board shall select the lowest and best bid from among the bids that offer goods that have been produced or mined in Ohio where sufficient competition can be generated within Ohio to ensure that compliance with these requirements will not result in an excessive price for the product or acquiring a disproportionately inferior product.

Bidders whose manufactured products, except for mined products, are produced in other states or in North America, but the bidders have a significant Ohio economic presence in terms of the number of employees or capital investment it has in this state, shall qualify for award of a contract on the same basis as if their products were produced in this state.

#### **II. BUY OHIO BID PREFERENCE**

##### **A. Buy American Act Compliance**

1. Bids will first be evaluated to determine that a bidder's offering is for a domestic source end product as defined at 41 C.F.R. section 1-6.101(d).

Information furnished by the bidder pursuant to Article III, Section (B)(1) shall be relied upon in making this determination. Any bidder's offering that does not offer a domestic source end product shall be rejected, except where the contracting authority determines that certain articles, materials and supplies are not mined, produced or manufactured in the U.S. in sufficient and reasonably available commercial quantities and of a satisfactory quality.

2. Following the determination as to domestic source end products, remaining bids and proposals shall be evaluated in accordance with division (B) of this Article so as to give preference to Ohio bids or bidders who are located in a border state, provided that the border state imposes no greater restrictions than contained in this Model System of Preferences.

##### **B. Buy Ohio Compliance**

1. Where the preliminary analysis of bids identifies the apparent low bid as an Ohio bid or a bid from a border state, the Board shall proceed with its standard contract award practices and procedures.

2. Where the preliminary analysis identifies the apparent low bid as one other than an Ohio bid or bid from a border state, the Board shall consider the following factors:

(a) Whether the goods or services can be procured in-state in sufficient and reasonably available quantities and of a satisfactory quality;

(b) Whether an Ohio bid has been submitted;

(c) Whether the lowest Ohio bid, if any, offers a price to the Board deemed to be an excessive price; An "excessive price" shall be a price that exceeds by more than 5% the lowest non-Ohio bid submitted.

(d) Whether the lowest Ohio bid, if any, offers a disproportionately inferior product or service.

## **PURCHASING POLICY**

3. Where the Board determines that selection of the lowest Ohio bid, if any, will not result in an excessive price or disproportionately inferior product or service, the Board shall propose a contract award to the low Ohio bid at the bid price quoted.

C. Prior to the final contract award, the Board shall conduct its normal evaluation procedures, such as product compliance with bid specifications, in addition to the Buy America Act and Buy Ohio analyses.

### **III. NOTICE TO BIDDERS; BIDDER CERTIFICATIONS**

#### **A. Notice of domestic Ohio bid**

The Board shall indicate in all its invitations to bid that it will apply a domestic Ohio bid preference as outlined in this policy in the evaluation and award of bids received.

B. All invitations to bid and requests for proposals shall require the bidder to:

1) Complete and attest to the following:

"Buy American Act Certificate"

The bidder or offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product as defined in the Buy America Act, 41 U.S.C.A. 10a-10d; and that components of unknown origin have been considered to have been mined, produced or manufactured outside the United States.

Excluded end products (Show country or origin for each excluded end product):

2) Submit the following information:

a) Identify each product that is not an Ohio product.

b) Represent that all other products for which prices are submitted are Ohio products.

c) Identify whether the bidder claims to qualify as offering an Ohio product or as having significant Ohio economic presence.

### **IV. PREFERENCE FOR PUBLIC IMPROVEMENT CONTRACTS**

With respect to the award of any contract for the construction, reconstruction, improvement, enlargement, alteration, repair, painting or decoration of a public improvement, including any highway improvement, made by the County or in whole or in part supported by the County, except for a contract for products produced or mined in Ohio or for a contract financed in whole or in part by contributions or loans from any agency of the United States government, preference shall be given to contractors having their principal place of business in Ohio over contractors having their principal place of business in a state which provides a preference in that state in favor of contracts of that state for the same type of work. Where a preference is provided by another state for contractors of that state, contractors having their principal place of business in Ohio are to be granted in the County the same preference over them in the same manner and on the same basis and to the same extent as the preference is granted in letting contracts for the same type of work by the other state. If one party of a joint venture is a contractor having its principal place of business in Ohio, the joint venture shall be considered as having its principal place of business in Ohio.

The County may consult with the Ohio Department of Administrative Services, Division of General Services Administration to determine the type of preference under which a jurisdiction operates.

## PURCHASING POLICY

### V. DEFINITIONS

For purposes of this policy the following definitions shall apply:

1. "Border state" means any state that is contiguous to Ohio and that does not impose a restriction greater than Ohio imposes pursuant to Section 125.09 of the Revised Code.
2. "Lowest and Best Bid" means the same as under *R.C. 307.86*.
3. "Ohio Bid" means a bid received from a bidder offering Ohio products or a bidder demonstrating a significant Ohio economic presence.
4. "Ohio business enterprise" means a domestic corporation, sole proprietorship, partnership, or joint venture whose principal place of business is located in Ohio. If one party to a joint venture has its principal place of business in Ohio, the joint venture shall be considered as having its principal place of business in Ohio.
5. "Ohio products" means products which are mined, excavated, produced, manufactured, raised, or grown in the state by a person where the input of Ohio products, labor, skill or other services constitutes no less than 25% of the manufactured cost. With respect to mined products, such products shall be mined or excavated in Ohio.
6. "Produced" means processing, mining, developing and making of a thing into a new article, with a distinct character in use, through the application of input within the State of Ohio or other services. Produced does not include the mere assembling or putting together of non-Ohio products, including materials, manufacturer's supplies, merchandise, goods, wares and foodstuffs.
7. "Significant Ohio economic presence" means business organizations that:
  - a) have sales offices, divisions, sales outlets or manufacturing facilities in Ohio or which facilities demonstrate capital investment to Ohio; and
  - b) pay required taxes to the State of Ohio; and
  - c) for corporations, are registered and licensed to do business in the State of Ohio with the offices of the Secretary of State.

**Attachment E: Project Labor Agreements**

I. Project Labor Agreements

- A. This policy shall apply to all construction projects, \$100,000.00 or greater, supported by the County under its authority pursuant to O.R.C. § 307.86, in whole or in part, directly or indirectly, and by any means including, but not limited to, direct or indirect funds, grants, loans, bonding, conveyances, realty or tax abatements. Project labor agreements shall not be utilized for projects which utilize State and/or Cooperative Purchasing Alliances including but not limited to Ohio DAS State Contracts, National Joint Purchasing Alliance, and NACO Cooperative Purchasing Alliance, ODOT Contracts, and Price Agreements.
- B. For all projects as defined in section A, the successful bidder, and all the bidder's contractors and subcontractors, shall negotiate a project labor agreement with the Northwest Ohio Building and Construction Trades Council and its affiliated local unions, or said Council's successor, and any other parties as necessary, to advance the County's procurement interest in cost, efficiency, and quality while promoting labor-management stability as well as compliance with applicable legal requirements governing safety and health, equal employment opportunity, labor and employment standards, and other related matters.
- C. The bidding documents for each such construction project shall contain a written provision requiring the successful bidder, and all of the bidder's contractors and subcontractors, to comply with and adhere to all of the provisions of the project labor agreement negotiated with the Northwest Ohio Building and Construction Trades Council and its affiliated local unions for the project.

## PURCHASING POLICY

### Attachment F: Lucas County IT Procurement Policy

#### Purpose

In conjunction with ORC 307.84 regarding the Automatic Data Processing Board, the purpose of this policy is to provide further criteria for procurement of and investment in IT hardware, software and related services for all Lucas County offices, departments, and agencies under ADP Board oversight. By definition, these are any officer, department, board, commission, agency, court, or other office of the county, other than a board of county hospital trustees.

#### Policy

- A. Hardware procurement under \$7,500 only requires informal review by Lucas County Information Services. The Checklist for Hardware/Software/Services (see attachment) must be completed and forwarded to LCIS management for approval, prior to procurement initiation from the requesting county office, department, or agency. Exceptions to this policy are listed in the Exclusions Section at the end of this document.
- B. County offices, departments, or agencies requesting IT procurement of \$7,500 or more will require formal DP Board review and approval and must also submit the Checklist for Hardware/Software/Services along with pricing quotations. Exceptions to this policy are listed in the Exclusions Section at the end of this document..
- C. Any and all hardware procurement which will attach to the Lucas County network must be submitted for review to Lucas County Information Services regardless of dollar value. These can include, but are not limited to PC's, monitors, printers, scanners, multi-function copiers, netbooks, tablets, and smart phones. Formal DP Board approval may be required at the discretion of LCIS management.
- D. IT software purchases over \$7,500 (one individual license) must be added to the capital asset base as an intangible asset as soon as the software is placed in service.
- E. IT software purchases or upgrades over \$7,500 must have 3 competitive quotations submitted for DP Board review unless the software provider is a sole-source or state term vendor. Purchases over \$50,000 must follow Lucas County purchasing policy for appropriate approvals. Exceptions to this policy are listed in the Exclusions Section at the end of this document.
- F. If IT procurement approval (formal or informal) is required, it must be obtained prior to creation of the vendor's purchase order.
- G. All compliance to Lucas County's general purchasing policies and practices will apply.

#### Exclusions

The following items are excluded from Data Processing Board review and formal approval (LCIS approval and Procurement Checklist still required):

- Any and all hardware and software which comply with the technology standards set by Lucas County Information Services management. These include but are not limited to Microsoft Office, PC's, laptops, monitors, printers, scanners, multi-function copiers, netbooks, tablets, and smart phones.

The following items are excluded from LCIS review and approval. (No approval required):

- Any and all hardware which will **not** connect to the Lucas County network.
- Any and all hardware or software which does **not** require involvement of Lucas County Information Services to install or maintain.

## PURCHASING POLICY

Policy Rev.	January 12, 1993
	January 15, 1993
	January 29, 1993
	April 20, 1993
	December, 2003
	May, 2005
	December, 2006
	January 14, 2008
	June 24, 2008
	February 24, 2009
	June 23, 2009
	December 21, 2009
	March 15, 2011
	October 11, 2011