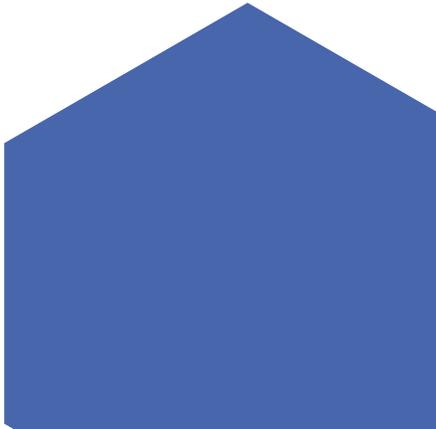
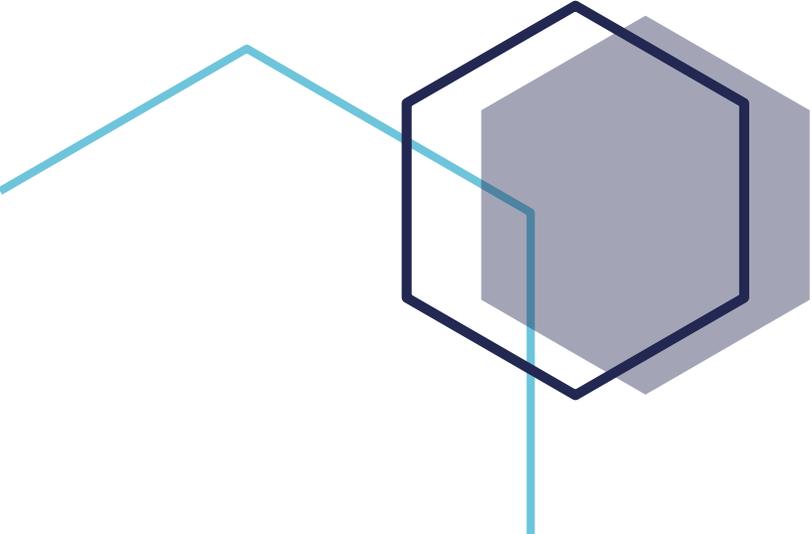
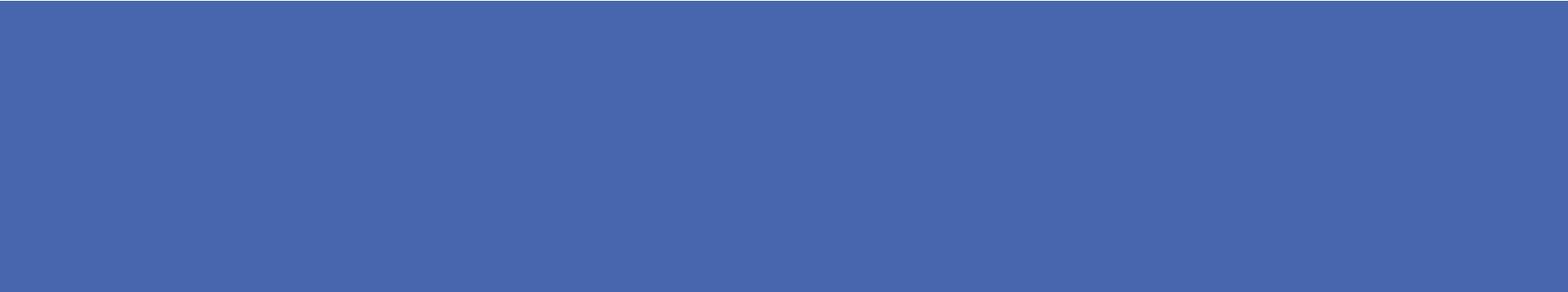




# Lucas County Commissioners' Purchasing Policy Manual



Revised 1/11/2022



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## INTRODUCTION

### Purpose and Scope

This Lucas County Purchasing Manual (the "Manual") describes the applicable laws, policies, guidelines, and procedures relating to the purchasing function of Lucas County boards, departments and agencies ("County Entities"). The purpose of the Manual is to provide current, accurate guidance to those personnel who are responsible for, or who participate in, purchasing functions. The Manual sets forth the procedures which County Entities are expected to follow to achieve a uniform and consistent approach to the purchasing function for Lucas County.

### General Statement

Purchasing is a support service function, which directly affects all County Entities, their operating budgets, equipment inventories, and costs. Purchasing is an important component in accomplishing various Lucas County goals and objectives in a cost-effective manner. The Manual outlines the current management practices, philosophies and guidelines in the routine exercise of purchasing functions by County Entities.

The policies outlined in the Manual generally apply to all County Entities involved with the procurement of goods and services for Lucas County. However, not all requirements apply to all County Entities, especially those which fall outside the control of the Board of the Lucas County Commissioners (BOCC).

The responsibility for the contracting function rests with the appropriate contracting authority, County Entity and or County employee. "Contracting authority" means any board, department, commission, authority, official, administrator, agent or individual which has authority to contract for, or on behalf of, the county or any agency, department, authority, commission, office, or board thereof."<sup>1</sup>

While authority to contract on behalf of Lucas County for departments and county agencies under the Board's control and supervision, rests with the BOCC or its designee,<sup>2</sup> other County Entities have contracting authority in general or for specific purchases as dictated by law.

The policies and procedures contained in the Manual are subject to revision based upon the passage of new legislation and the implementation of new methods and systems. Wherever possible, County Entities governed by the Manual will be properly notified of any such revision.

### County Administrator Contract Authority<sup>3</sup>

A County Administrator may:

1. Contract on behalf of the BOCC within limits provided by resolution of the board. A resolution authorizing such action must specify the types of contracts that the County Administrator may act on without further resolution of the board.
2. Allow and pay claims for goods received and services rendered within limits provided by a resolution of the board. The County Entity receiving those goods and services must certify their receipt before the Administrator allows the claim.

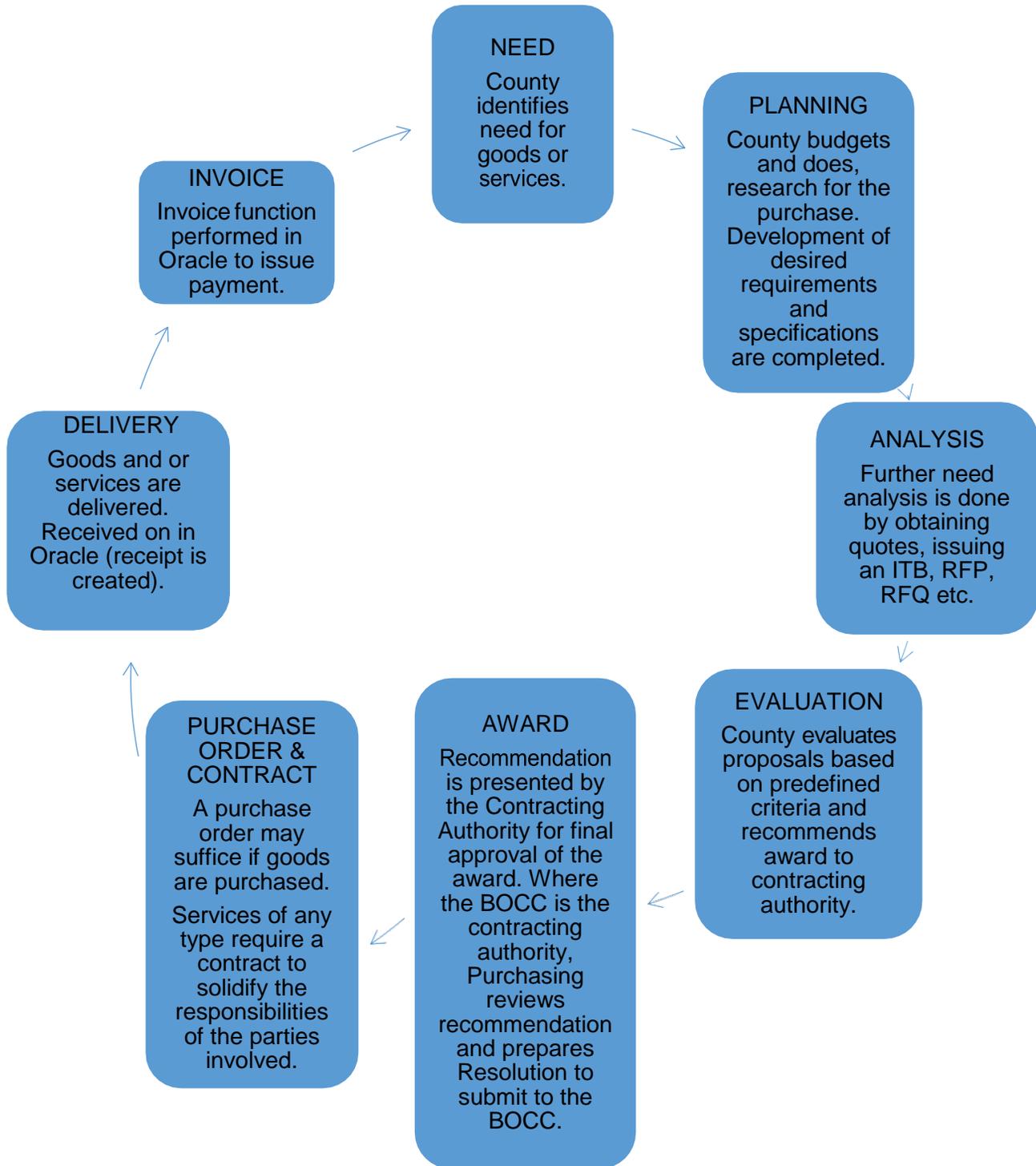
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<sup>1</sup> O.R.C 307.92.

<sup>2</sup> O.R.C. 305.30(G) (BCC may direct a county administrator to enter into contracts on its behalf).

<sup>3</sup> O.R.C. 305.30(G)(H)

**PURCHASING CYCLE OVERVIEW**



## ETHICS

Ethics is defined as a principle of right or good conduct; a system of moral principles or values; and the rules or standards governing the conduct of members of a profession.

Ethical is defined as being in accordance with the accepted principles of right and wrong that govern the conduct of a profession.

### Lucas County Statement on Ethics

The BOCC recognizes that a high standard for ethical behavior of employees is essential for good government and a successful purchasing program. Ethical employee behavior builds the public's trust, ensures the integrity of government, and results in the provision of services in a fair, just, and effective manner.

### Ethics in Purchasing

Ethical conduct means that all potential vendors are given a fair and equal opportunity to offer their supplies and services to the County. Some particular ethical requirements relating to the purchasing function are outlined below:

#### Personal Gain

- 1. Gratuities** - A gratuity is an item or special consideration a vendor extends in appreciation of past, future, or continued business with a company. It is unacceptable for County employees associated with the purchasing function to accept gifts that have any monetary value.<sup>4</sup> All individuals responsible for the purchasing function must remain above reproach. The mere appearance of impropriety can be damaging to the integrity of the public purchasing process.
- 2. Improper Interest in Contract** - County officials and employees are prohibited from having a financial or fiduciary interest in a County contract. A fiduciary interest can arise if there is a contract between the County and another agency and the County official or employee serves as a board member or executive officer of that agency. Exceptions to this may exist in very limited circumstances.<sup>5</sup>
- 3. Improper Influence of Decisions** - County officials and employees may not authorize or otherwise attempt to influence the award of a County contract in which they personally, their relatives, business associates, neighbors, or acquaintances have an interest.<sup>6</sup>
- 4. Confidentiality** - County officials and employees shall not disclose confidential information or documentation that is protected from public disclosure and concerns the property or affairs of the County, to which they have access through their employment with the County, unless given proper authorization to do so.

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<sup>4</sup> O.R.C. 2921.43.

<sup>5</sup> O.R.C. 2921.42(A)(4).

<sup>6</sup> O.R.C. 2921.42(A)(1); BCC Policy Section 6.0: Ethics of Public Employment, E.

## PROCUREMENT METHODS

To determine the proper procurement method, County Entities must first determine what exactly is to be purchased, the estimated cost of the purchase, and the source of funding for the purchase. For all tier levels of purchases, each County Entity should seek competition to the maximum extent possible. Without competition, there is no certainty that the price and deliverable obtained are the best available.

### Overview

Upon determining what goods and services are being purchased and from whom, the County Entity must obtain those goods and services in accordance with County procedure and applicable law. This section will assist the County Entity in submitting requisitions and obtaining purchase orders, executing contracts, and receiving goods and services purchased.

### Purchasing Tiers and Exception Requirements

Purchasing Tier Levels are:

1. Tier 1 purchases are from \$0.01 - \$999.99 – No quote required
2. Tier 2 purchases are from \$1,000.00 - \$7,499.99 – One quote is required
3. Tier 3 purchases are from \$7,500.00 - \$49,999.99 – Three quotes are required
4. Tier 4 purchases are from \$50,000.00 and greater – There must be a Competitive Bid<sup>7</sup>

### Purchasing Exception Requirements

- a. Professional Services are exempt from competitive bidding.<sup>8</sup> Professional Services are defined as the services of an accountant, architect, attorney of law, physician, professional engineer, construction project manager, consultant, and a surveyor, or appraiser.
- b. Software and Hardware:
  - i. Under \$7,500.00 requires LCIS approval and LCIS Checklist
  - ii. The LCIS Checklist must be attached for any hardware and software, which comply with the technology standards set by Lucas County Information Services management. These include but are not limited to:
    1. Microsoft Office, PC's, laptops, monitors, printers, scanners, multi-function copiers, netbooks, tablets, and smart phones.
    2. The LCIS Checklist may be obtained by emailing the [LCISHelpdesk@co.lucas.oh.us](mailto:LCISHelpdesk@co.lucas.oh.us).
  - iii. Over \$7,500.00 requires additional approval of the Data Processing Board. Please see Attachment A.
- c. Vehicles require additional approval of the BOCC (signed Resolution) if over \$25,000.00 or its designee. If the vehicle is under \$25,000.00 the County Administrator can sign off with no Resolution required.<sup>9</sup>

<sup>7</sup> O.R.C. 307.86 (except as otherwise provided).

<sup>8</sup> O.R.C. 307.86.

<sup>9</sup> O.R.C. 305.30(G) (BOCC may direct a county administrator to enter into contracts on its behalf).

## **Contract Purchase Agreements (CPAs) and Blanket Purchase Agreements (BPAs)**

The PO is the document authorizing the vendor to ship goods or perform services at a specified price. Therefore, the PO must be issued and certified for available funds **before** an order is placed with a supplier. POs are issued for one-time purchases.

Blanket Purchase Agreements (BPAs) and Contract Purchase Agreements (CPAs) ensure that the spending approved on the signed BOCC Resolution is enforced. All documents are stored related to the purchase (contract, BOCC Resolution, negotiation specifications, quotes, insurance requirements etc.) with each individual BPA/CPA. BPAs/CPAs are created by **Purchasing** and are outlined below:

Contract Purchase Agreements (CPAs) are for purchases greater than \$10,000 for the calendar year.

- a. Must be used when a Negotiation (ITB, RFI, RFP, and RFQ) has been done and a Resolution has been signed by the BOCC or for utilities.
- b. Ensures that the BOCC approved resolution spending is enforced.
- c. The requisitions are created using the Contract Purchase for Goods or Contract Purchase for Services functions in Oracle.
  - i. The assigned agreement number is notated by the requester.
  - ii. After the department's approver approves the requisition it bypasses Purchasing.
- d. Contract is required **or** set delivery details or invoice schedules are known.
- e. Created for one supplier with agreed upon specific terms and conditions.
- f. No specific details of goods or services are indicated.
- g. May be used by multiple County Entities.

Blanket Purchase Agreements (BPAs) are for purchases greater than \$10,000 for the calendar year.

- a. Must be used when a Negotiation (ITB, RFI, RFP, and RFQ) has been done and a Resolution has been signed by the BOCC.
- b. Ensures that the BOCC approved resolution spending is enforced.
- c. The requisitions are created using the Contract Purchase for Goods or Contract Purchase for Services functions in Oracle.
  - i. The assigned agreement number is notated by the requester.
  - ii. After the department's approver approves the requisition it bypasses Purchasing.
- d. Contract is required.
- e. Created for one supplier.
- f. Details are known concerning goods and services. Used for specified negotiated prices before purchased.
- g. May be used by multiple County Entities.

**Procurement Process**

All purchases require a purchase order (PO). The requisition and PO must be done before a purchase is made. If a purchase is made before a requisition and PO are created, it creates a “Then and Now” certification of the PO that requires approval from the Lucas County Commissioners through resolution. Purchasing reserves the right to process emergency purchases approved by the County Administrator. Employee Expense Reimbursements and Procurement Card purchases are also excluded from a PO. Some purchases may require a detailed signed contract in addition to a PO.

Purchasing goods or services contrary to this section may subject individual County employees to personal liability for the unlawful payment.<sup>10</sup>

The purchasing process starts with a requisition entered by a requester into the Oracle system outlined below:

1. Requisitions are created within the County Entity by logging into the Oracle system.
  - a. To be granted access and roles in the Oracle system a work order should be submitted to [LCISHELPDESK@co.lucas.oh.us](mailto:LCISHELPDESK@co.lucas.oh.us) requesting access to create or approve requisitions.
  - b. The Self-Service Procurement Job Aid for the Oracle Purchasing Module may be found at <https://co.lucas.oh.us/DocumentCenter/View/78839/Self-Service-Procurement-Packet>. The Job Aid provides guidance in navigating through the Oracle Purchasing Module.
2. A clear explanation of your purchase must be added in the Description Field. The information provided should be clear and **not** unique to the ordering department.
3. A Category Code/Name/Description must be included. Additional descriptive codes may be found at <https://co.lucas.oh.us/3381/NIGP-Code-Lookup>
4. The following questions must be answered and documentation attached if needed:
  - a. If the goods or services to be purchased are from a supplier that is on “state contract” answer yes, and insert the state contract number.
  - b. If the good or services purchased are from a “Sole Source” answer yes and attach the supporting documentation, including the Sole Source Justification Form. A Purchasing Sole Source Justification Form may be found at <https://co.lucas.oh.us/DocumentCenter/View/78780/Sole-Source-Letter>.
  - c. If a requisition is over \$50,000.00, a Resolution and a signed contract must be attached.
  - d. If services are to be performed on Lucas County property, a current copy of the Bureau of Workers Compensation Policy, and Certificate of Liability (naming the BOCC as additional insured) must be attached to the requisition. Examples of where this would be required, however, are not limited to the following:
    - i. Copier maintenance and delivery
    - ii. Furniture delivery
    - iii. General maintenance services performed on site
    - iv. Installation services performed on site
    - v. Professional services performed on site
    - vi. Repair services performed on site
  - e. Is the documentation a receipt/invoice?
    - i. If yes, this creates a “Then and Now” scenario – See #8
      1. Is the amount for more than \$10,000?
        - a. No – Auditor may authorize without Commissioner Approval
        - b. Yes – see #8
    - ii. If no, proceed to #5

LUCAS COUNTY COMMISSIONERS' PURCHASING POLICY MANUAL

5. All requisitions are budget checked to validate the availability of funds based on the accounting stream selected. No encumbrance is occurred at the requisition level; only fund validation.
6. Requisitions that pass budget check must be submitted and forwarded to the requestor's set approval path and then to Support Services. Requisitions using the Punch-Out Catalogs, BPAs and CPAs bypass Purchasing after being approved by the requestor's approver.

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<sup>10</sup> O.R.C. 5705.45.

7. A PO generated through the Oracle system has the Auditor's signature located on it. The Auditor's signature is the statutorily required Certification of Availability of Funds, which is the certification that unobligated appropriations exist in the amount required to meet the requested obligation in the current fiscal year.<sup>11</sup>
8. Purchases that are made without the Auditor's Certificate are void as a matter of law and create a "Then and Now" situation. "Then and Now" situations can only occur if the BOCC<sup>12</sup> approves the purchase by resolution.
  - a. Upon receipt of the "Then and Now" PO from the Auditor the Board of County Commissioner must approve a resolution within 30 days.
  - b. Support Services will gather all "Then and Now" PO's each month and present to the Board of County Commissioners for approval at the first meeting of the following month.

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<sup>11</sup> O.R.C. 5705.41(D).

<sup>12</sup> O.R.C. 5705.41(D)(3).

## MINORITY BUSINESS ASSISTANCE

The BOCC encourages equitable and fair consideration of all business enterprises. The County Commissioners have very broad discretion and permissive authority to develop a policy to assist minority business enterprises for contracts let pursuant to competitive bidding.<sup>13</sup> The minority enterprise must be owned and controlled by United States citizens who are Ohio residents and who are members of one of the following economically disadvantaged groups:

1. African American
2. Native American
3. Hispanic or Latino
4. Asian

The Ohio Department of Administrative Services (ODAS) offers certifications programs for the following minority business types.<sup>14</sup> (Additional information may be found at <https://das.ohio.gov/Divisions/Equal-Opportunity/Business-Certification>.)

1. Minority Business Enterprise (MBE)
2. Disadvantaged Business Enterprise (DBE)
3. Encouraging Diversity Growth and Equity (EDGE)
4. Women Business Enterprise (WBE)
5. Veteran-friendly Business Enterprise (VBE)

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<sup>13</sup> O.R.C. 307.921

<sup>14</sup> Proposed O.R.C. 123:2-14

## EXCEPTIONS TO REGULAR PROCUREMENT PROCEDURES

### Cooperative Purchasing Alliances

County Entities may purchase supplies, goods and services, equipment, and materials from the Ohio Department of Administrative Services (DAS), the Ohio Department of Transportation (ODOT), a regional planning commission (RPC), or a council of government (COG). In the case of a regional planning commission and a council of governments, the county must enter into a contract with RPC.<sup>15</sup> With respect to DAS, ODOT and RPCs, the following requirements generally apply:

1. The county must file a resolution with DAS, ODOT or the RPC expressing its desire to participate.
2. The resolution must agree that the county will be bound by the terms and conditions of DAS, ODOT or the RPC and in the case of DAS and RPC, must pay the supplier directly under each purchase contract.
3. The RPC or DAS may charge the county a reasonable fee to cover administrative costs. The law is silent on whether ODOT may charge the county and administrative fee.
4. If bids have been taken, the purchase cannot be made through DAS or RPC unless the price is lower. The law is silent whether an ODOT contract may be used if the county has bid a purchase and a lower bid has been received.
5. Such purchases are exempt from competitive bidding, however, a RPC and a COG must follow the county competitive bidding law when purchasing on behalf of a county.<sup>16</sup>

### Emergency Purchases

Under certain conditions emergency purchases may be exempt from competitive selection.<sup>17</sup> The BOCC must adopt a resolution unanimously stating that “a real and present emergency exists” and specify the reason they have made the determination that there is an emergency. “Unanimous vote” is defined as all three members when all three members of the board are present, or only two members if only two members are present.

The board may proceed when either of the following applies:

1. The estimated cost is less than \$100,000.00 or
2. There is actual physical disaster to structures, radio communications equipment, or computers.

In the case where an emergency is declared and the estimated cost is at least \$50,000.00 but less than \$100,000.00, the county must obtain at least three informal estimates and these records must be kept for the longer of at least one year or the amount of time the federal government requires.

The BOCC declared a State of Emergency in Lucas County due to a public health hazard and signed Resolution No. 20-253. Effective March 17, 2020, immediately upon adoption.

<sup>15</sup> O.R.C. 713.23, O.R.C.167.08.

<sup>16</sup> O.R.C. 167.03, O.R.C.167.08, O.A.G. 69-013

<sup>17</sup> O.R.C. 307.86(A).

## EXEMPTIONS TO COMPETITIVE BIDDING REQUIREMENTS

The following purchases or services are exempt from the requirements of competitive bidding:

1. Any supplies, services, materials, and equipment purchased through contracts entered into by the Department of Administrative Services,<sup>18</sup> the Department of Transportation, a regional planning commission,<sup>19</sup> or a council of governments.
2. The county contracting authority<sup>20</sup> may use competitive sealed proposals (a request for proposal process) when the contracting authority determines that the use of this process would be advantageous to the county and the contracting authority complies.<sup>21</sup>
3. Services of usually recognized professions including accountants, architects, attorneys, physicians, appraisers, surveyors, and consultants.<sup>22</sup> Design professionals such as professional engineers, architects, landscape architects, and surveyors as well as the services of construction managers must be procured through qualifications-based selection process.<sup>23</sup>
4. The county auditor may contract with persons or firms to assist in real estate appraisal work without competitive bidding.<sup>24</sup>
5. Suppliers of replacement or supplemental parts for products or equipment owned or leased by the county where the source is limited to a single supplier.<sup>25</sup>
6. Suppliers of services related to information technology, such as programming services, that are proprietary or limited to a single source.<sup>26</sup>
7. Purchases from other governmental contracting authorities. It should be noted however, that in some cases other units of local, state, or the federal government do have certain restrictions.
8. Purchases made by a county department of job and family services<sup>27</sup> consisting of family services duties or workforce development activities.<sup>28</sup> However, if the purchase is made with federal funds, the county must follow Ohio Department of Job and Family Services administrative rules.<sup>29</sup>
9. Purchases made by a public children services agency consisting of social services, programs, or ancillary services that provide case management, prevention, or treatment service for children at risk of being or alleged to be abused, neglected, or dependent.<sup>30</sup>
10. Services of emergency medical service organizations under a contract made by the BOCC with a joint emergency medical service district.<sup>31</sup>
11. The purchase of used supplies at a public auction. Supplies include any personal property, such as equipment, materials, and other tangible assets.<sup>32</sup>

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<sup>18</sup> O.R.C. 125.04(B).

<sup>19</sup> O.R.C. 713.23(D).

<sup>20</sup> O.R.C. 307.92.

<sup>21</sup> O.R.C. 307.862.

<sup>22</sup> O.R.C. 307.86.

<sup>23</sup> O.R.C. 153.65-153.69. 9.33-9.334.

<sup>24</sup> O.R.C. 5713.01.

<sup>25</sup> O.R.C. 307.86(B)(1).

<sup>26</sup> O.R.C. 307.86(B)(2).

<sup>27</sup> O.R.C. 329.04.

<sup>28</sup> O.R.C. 307.86(D).

<sup>29</sup> O.A.C. 5101:9-4-07.1.

<sup>30</sup> O.R.C. 307.86(K).

<sup>31</sup> O.R.C. 307.05.

<sup>32</sup> O.R.C. 307.86(N).

12. Purchases of supplies and services of the severely handicapped.<sup>33</sup>
13. Purchase of program services by a Developmental Disabilities (DD) board.<sup>34</sup> Services include under this exemption are direct and ancillary client services, day care, case management, and residential and family resource services.<sup>35</sup>
14. Purchase of criminal justice services, social services programs, family services, or workforce development activities from non-profit organizations that are funded with federal funds or by state grants,<sup>36</sup> but see discussion of ODJFS rules in section 24.22.
15. Programs or services that provide case management, treatment, or prevention services to any felony or misdemeanor delinquent, unruly youth, or status offender under the supervision of the juvenile court, including community residential care, day treatment, services to children in their home or electronic monitoring<sup>37</sup> or purchases.<sup>38</sup>
16. Group insurance programs when the program is agreed to by the county and union and benefits are provided by a jointly administered health and welfare trust fund.<sup>39</sup>
17. Any form of property insurance issued under Title 39 of the Revised Code or any form of health care plan authorized to be issued under Revised Code Chapter 1751.
18. The transfer of land and granting of leases, easements and rights to county owned land to governmental bodies, public utilities, and to certain non-profit corporations.<sup>40</sup>
19. The transfer of personal property by the county to any political subdivision of the state or to the state of federal government.<sup>41</sup>
20. A Community improvement corporation, if designated by the BOCC, may sell or lease county land to encourage development if the sale will stabilize the economy, provide employment opportunities for resident of the county and assist in the development of industrial, commercial, distribution and research activities within the county.<sup>42</sup>
21. The purchase of real estate.
22. Leases or leases with the option to purchase correctional facilities for not more than 40 years.<sup>43</sup>
23. Leasing back real property for use as correctional facilities that the county had formerly sold, leased, granted easements to or licenses for a private entity.<sup>44</sup>

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<sup>33</sup> O.R.C. 125.60 -125.6012.

<sup>34</sup> O.R.C. 5126.05.

<sup>35</sup> O.R.C. 307.86(D).

<sup>36</sup> O.R.C. 307.86(E).

<sup>37</sup> O.R.C. 307.86(J).

<sup>38</sup> O.R.C. 5139.34, 5139.41 - 5139.46.

<sup>39</sup> O.R.C. 305.171(D).

<sup>40</sup> O.R.C. 307.09.

<sup>41</sup> O.R.C. 307.10.

<sup>42</sup> O.R.C. 1724.10, OAG 88-037.

<sup>43</sup> O.R.C. 307.022.

<sup>44</sup> O.R.C. 307.022.

## COMPETITIVE BIDS

### County Electronic Commerce

Under the Uniform Electronic Transactions Act<sup>45</sup> and related statutes, any "county office" may decide to conduct certain county business by "electronic" means with "electronic records" and "electronic signatures." The following definitions are critical to understand the law:

1. "County office" means any officer department, board, commission, agency, court or other instrumentality of a county.
2. "Electronic" is defined as relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.
3. "Electronic record" is defined as a record created, generated, sent, communicated, received, or stored by electronic means.
4. "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.<sup>46</sup>

Whenever the law requires any information, document or record to be filed with a county office, the law states that a filing made by electronic record has the same force and effect as a paper filing, provide that the county office has agreed to the electronic filing and the filing is made in accordance with applicable rules or an applicable agreement.<sup>47</sup> Prior to using electronic records and electronic signatures, a county office must adopt security procedures for the purpose of verifying the authenticity of any person submitting an electronic record or providing an electronic signature or for detecting changes or errors in the information in an electronic record.<sup>48</sup>

### Lucas County Use of Electronic Negotiations Systems and Process

The following electronic negotiations (bidding – ITB, RFQ, RFP etc.) systems are used:

1. Oracle
2. Capital and construction projects, Engineering and Sanitary Engineering Departments may use other sites such as Bid Express.

The Buyers in the Purchasing Department are the only Lucas County employees that have access to create negotiations in the Oracle system. The negotiation process is outlined below:

1. All negotiations events are submitted electronically.
2. Needs and specifications are the responsibility of the requesting County Entity.
3. Specifications should be definite, certain and permit competition.
4. The Purchasing Department reviews and examines all specifications. Discussions with the requesting department to determine the details of the negotiation.
5. An approved requisition with the specifications and other pertinent information attached must be submitted into the Oracle Procurement System.
6. Buyers in Purchasing post the bidding event in the Oracle Procurement System.

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<sup>45</sup> O.R.C. 117.111.

<sup>46</sup> O.R.C. 304.01, 1306.01.

<sup>47</sup> O.R.C. 304.03.

<sup>48</sup> O.R.C. 304.02.

## Notice of Requirements for Competitive Selection

Anything that must be competitively bid or purchased through a competitive sealed proposal must comply with the following notice requirements:

1. A notice must be published in a newspaper of general circulation once a week for at least two consecutive weeks, or notice may be published once in a newspaper of general circulation provided the notice meets all of the following requirements:
  - a. It is published for at least two weeks and before the opening of negotiation (bid).
  - b. It states that the notice is posted on the contracting authority's website.
  - c. It provides the internet address of the contracting authority's website.
  - d. It includes instructions describing how the notice may be accessed on the contracting authority's website. If the contracting authority posts the notice on its website, it may eliminate the second notice otherwise required to be published in the newspaper provided that the first notice meets the specific requirements.<sup>49</sup>
2. In addition, the notice must be posted on a bulletin board at the office of the commissioners or in another suitable place. The notice must be posted for at least two weeks prior to the bid opening.<sup>50</sup>
3. The notice may also be published in trade papers or other publications.

## Contents of Bid Notice

The following items should be included in notices published in a newspaper, posted on the internet website, and on the bulletin board:

1. A general description of the purchase.
2. Where and when plans, specifications, lists of supplies, and estimated quantities can be obtained or examined.
3. When and where the bids will be opened.
4. Time and place for submitting bids.
5. Terms of the proposed purchase.
6. Conditions under which bids will be received.
7. If the county has adopted a system of preferences for products mined or produced in Ohio, the notice must state that such a system exists.<sup>51</sup>
8. Whether a bid bond or other performance guarantee is required. If the bid is over \$50,000.00 and for the construction, demolition, alteration repair, or reconstruction of a public improvement, it must meet the bond requirement of state construction law.<sup>52</sup> Commissioners, by a unanimous vote, may choose to allow a contracting authority to exempt a construction bid from some or all of the bond requirements if the cost is \$100,000.00 or less, but the notice must state whether some requirements of O.R.C. 153.54 still apply.

If the bid is in excess of \$50,000.00, but not for construction or repair of a public improvement, the BOCC have the discretion to require that it be accompanied by a bond, certified or cashier's check, or money order, for a reasonable amount stated in the notice but not to exceed five per cent of the bid.<sup>53</sup>

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<sup>49</sup> O.R.C. 307.87(A).

<sup>50</sup> O.R.C. 307.87.

<sup>51</sup> O.R.C. 307.90.

<sup>52</sup> O.R.C. 153.54.

<sup>53</sup> O.R.C. 307.88

### **Submission and Opening of Competitive Bids**

Contents of bids must follow these standards:

1. For Oracle negotiations (bids) all suppliers must be registered as Prospective Suppliers in Oracle to review document details and to respond to events.
2. All negotiations must be in the form specified.
3. Submitted electronically in a sealed envelope through the Oracle system.
4. Submitted at a time and place specified in the notice.
5. The full name of the person or company submitting the bid.
6. All documents requiring signatures must be signed.

The county commissioners' office opens the bids at the time stated and tabulates the results. The Commissioners must accept the lowest and best bid or may reject all bids. The award need not be made on the day of the bid opening, and the Commissioners may receive advice from experts. The concept of lowest and best bidder is complex; however, the Commissioners have considerable discretion to make the determination. The BOCC may adopt a resolution to change the bid standard from the lowest and best bid to the lowest responsive and responsible bid.<sup>54</sup>

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<sup>54</sup> O.R.C. 9.312(C).

## **NECESSITY OF A FORMAL CONTRACT**

All concerns for legal assistance for any contract matter should be forwarded to the Prosecutors Office.

The responsibility for the contracting function rests with the appropriate contracting authority, and another County Entity or County employee cannot determine the appropriateness of a contract. "Contracting authority" for purposes of O.R.C. 307.86-.91 is "any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the county or any agency, department, authority, commission, office, or board thereof."<sup>55</sup>

While authority to contract on behalf of the County most often rests with the BOCC or its designee,<sup>56</sup> other County Entities have contracting authority in general or for specific purchases as dictated by law. Unless specified otherwise, the term "County" means the BOCC and other Lucas County contracting authorities.

### **Purchase Order**

In the absence of a formal contract, the purchase order serves as the binding agreement between the County and the supplier for "routine goods" or tangible items. Examples of tangible items are office furniture (desk/chairs), copiers, office supplies (pencils/pens/paper).

### **Formal Contract**

The necessity of a formal contract depends on the nature and complexity of goods and services being purchased. There are frequently circumstances, where the PO and a formal contract are both needed. Guidelines for when a formal contract is needed:

1. In general, if services or goods and services are being purchased, a formal contract is necessary. Examples include intangible items such as exterminating, consulting, health care, social services, maintenance work, and equipment repair.
2. A formal contract is generally necessary for the purchase of goods when services are also being received. Examples include installation services for the purchase of an elevator, computer servers, or products which together with services must function as a system.
3. May be necessary for goods based on expense, type of goods, or other considerations. The Prosecutor's Office may be consulted for advice on whether a formal contract would be beneficial to the County.

Purchasing has standard contract templates available for general services and professional services. These templates have been pre-approved by the Prosecutors Office for legal content and Risk Management for necessary insurance requirements. Purchasing will forward all contract templates and contracts, along with specifications or statements of work to the Prosecutors Office for review and signature, before BOCC approval. In most cases, Purchasing will prepare the Resolution for BOCC approval.

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<sup>55</sup> O.R.C. 307.92.

<sup>56</sup> O.R.C. 305.30(G) (BOCC may direct a county administrator to enter into contracts on its behalf).

## EXPENSES

All County Entities are required to use the Expense Module in Oracle for the following: employee purchase reimbursements, employee travel requests and travel reimbursements. The Expense Module also allows for Procurement Card Transaction Management. All of these instances are solely processed through the Expense Module for all County Entities. A requisition is not to be used for these situations.

1. Employee Purchase Reimbursements are processed as expense items that are added to an Expense Report for review and approval. The employee would be reimbursed for a purchase that they made on behalf of their County Entity.
2. Employee Travel Request are processed in the Expense Module as "Spend Authorizations." A Spend Authorization is an electronic form of approval to travel of official County business. In the event that a Spend Authorization is not available for completion, electronic Travel Authorization Forms that have been reviewed and approved are acceptable.
3. Employee Travel Reimbursements are processed in the Expense Module as expense items. They are added to an Expense Report for review and approval to reimburse an employee for a purchase that they made on official County business. This includes but is not limited to: conferences, training, seminars, meetings, certifications, etc.
4. Procurement Card Transaction Management allows for Cardholders and/or their delegates to maintain and submit their card purchases for payment to the card issuer in the Expense Module. The transactions are treated as card charges that are added to an Expense Report for review and approval and for payment.

## PROCUREMENT CARDS

County Entities under the authority of the BOCC are strongly encouraged to use the Procurement Card<sup>57</sup> for purchases under \$1,000. The Procurement card must be used in accordance with the BOCC Procurement Card Program's Policies and Procedures.<sup>58</sup> Select personnel within the Purchasing Department are designated as Administrators of the Procurement Card Program to aid in the creation and management of Procurement Cards for County use.

Should a County Entity be issued a Procurement Card, the BOCC Procurement Card Program's Policies and Procedures supersede all other County Entities or other Board Policies. If the BOCC Procurement Card Policies and Procedures are not followed Procurement Card privileges maybe revoked.

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<sup>57</sup> O.R.C. 301.29.

<sup>58</sup> O.R.C. 301.29(C)(1).

## DISPOSITION OF SURPLUS PROPERTY

The disposition of County owned personal property that is unneeded for public use, obsolete, or unfit for the use for which it was acquired is governed by statute.<sup>59</sup> County Entities seeking to dispose of Surplus Property may do so at the direction of the BOCC and in accordance with the Surplus Policy found at <https://co.lucas.oh.us/DocumentCenter/View/59564/4-Surplus-policy?bidId=>.

### Method of Disposition

Items that are unsuitable for public use are those items that are worn out, obsolete and have 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 by BOCC or designee (Purchasing).
2. By transferring to other governmental units or agencies contingent upon approved resolution by BOCC or designee (Purchasing).
3. By trading in on new equipment contingent upon approval of BOCC designee (Purchasing).
4. By public auction upon approval of Purchasing using GovDeals as the auction site. Auctioned items will be contingent upon current BOCC approved Surplus Policy thresholds.

All Surplus Property disposition is approved by the Purchasing department. All desired disposition request must first be sent by email to <https://purchasing@co.lucas.oh.us>. The Purchasing department will notify departments of further actions to be taken.

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<sup>59</sup> O.R.C. 307.12.

**ATTACHMENT A – LUCAS COUNTY IT PROCUREMENT POLICY**

**Effective 10/1/2012**

**Revised 05/2/2013**

**Purpose**

In conjunction with ORC 307.84 regarding the Automatic Data Processing Board (DP Board), no county office shall purchase, lease, operate, or contract for the use of any automatic or electronic data processing or record-keeping equipment, software, or services without prior approval of the 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 DP 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.

The goal of the approval process is to ensure that all IT hardware, software and services are compatible with Lucas County's technology environment and that they meet Lucas County IT security policies prior to purchase. IT requests are also reviewed to ensure they align with IT best practices and standards which improve reliability and reduce the total cost of ownership and support.

**Policy**

- A. Hardware/Software/IT services procurement under \$7,500 requires review by Lucas County Information Services (LCIS). Written approval will be provided via the LCIS Checklist and will be completed by LCIS management 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. Hardware/Software/IT services procurement of \$7,500 or more will require formal DP Board review and approval 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 LCIS regardless of dollar value. These can include, but are not limited to PC's, servers, network equipment, monitors, printers, scanners, multi-function copiers, laptops, tablets, and smart phones. The LCIS Director or their designee will review the request and either approve, reject or request additional information. Formal DP Board approval may be required at the discretion of LCIS management.
- D. IT software purchases of \$25,000 or more (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 of \$7,500 or more must have 3 competitive quotations submitted for DP Board review unless the software provider is a sole-source or state term vendor. Exceptions to this policy are listed in the Exclusions Section at the end of this document. Purchases of \$50,000 or more must follow Lucas County purchasing policy for appropriate approvals.

- F. Software/hardware support renewals whose original purchase date is on or after September 29, 2011 and exceeds the \$7,500 threshold must be submitted for procurement approval to the DP Board. Exceptions to this policy are listed in the Exclusions Section at the end of this document.
- G. If IT procurement approval (formal or informal) is required, it must be obtained prior to creation of the vendor's purchase order.
- H. This policy applies to all technology resources and related services owned, used or operated by Lucas County offices, departments, and agencies under ADP Board oversight, regardless of the source of funding, location or intended purpose. All compliance to Lucas County's general purchasing policies and practices will apply.
- I. Non-standard software or hardware may not be supported by LCIS. Before purchasing non-standard software or hardware, the purchaser must identify the source of support.
- J. LCIS Approved Checklist requests should be forwarded to the LCIS Help Desk with the following information:
  - a. Name of the person/department the item or service is for.
  - b. A short justification for the need of the purchase (How it will be used)
  - c. The IT product or service (make, model, version, quantity, etc.)
  - d. The anticipated cost (both initial and ongoing fees)
  - e. The funding source (Oracle fund #, Grant Name, etc.)
  - f. Time frame of need
  - g. Quotations or documentation (LCIS will provide most quotations)

LCIS will review the request, obtain quotes, complete the LCIS Approved Checklist and return to the requester who will place the order following Lucas County purchasing policies.

## Exclusions

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

- Any and all hardware and software purchases or leases which comply with the technology standards set by LCIS management. These include but are not limited to Microsoft Office, servers, network equipment, PC's, laptops, monitors, printers, scanners, multi-function copiers, netbooks, tablets, laptops and smart phones.

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

- Any and all hardware purchases or leases which will **not** connect to the Lucas County network, AND any and all hardware or software purchases or leases which do **not** require involvement of LCIS to install or maintain.
- Software/hardware **support renewals** on IT purchases on or after September 29, 2011 that are Ohio state term contract or sole source providers.
- Software/hardware **support renewals** on IT purchases prior to September 29, 2011.

## **ATTACHMENT B: 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 (8)(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.
  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 offerer 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.

#### **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 C: 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.

**ATTACHMENT D: 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.

## **ATTACHMENT E: 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.

### III. 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 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.

### IV. Requirements - Contractor Affidavits, Public Records and Reporting

- A. Refusal to Contract: Lucas County shall not enter into contracts with a Contractor if
  1. 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
  2. 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.
  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.