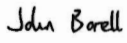


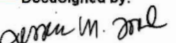
Board of Lucas County Commissioners**TITLE:** Lucas County Purchasing Policy Manual**POLICY NUMBER:** 11M**RESOLUTION NUMBER:** 2025-485**SUPERSEDES POLICY:** 11L**EFFECTIVE DATE:** June 24, 2025**PAGE:** 1 of 30**SCOPE**

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.

Purchasing and approval of most contracts for materials, supplies, services, and equipment necessary to operate the many functions of county government are primary responsibilities of County Commissioners. Most claims against the county must be approved by the County Commissioners unless the amount due is set by law or fixed by a court or other authorized person or body (ORC 307.55). All contracts must be approved at a regular or special session of the board and entered into the minutes of the board (ORC 305.25). The law also requires a full record to be kept, including the vote on each motion. All funds must be lawfully appropriated for a proper public purpose prior to expenditure and all expenditures must be made by warrant drawn against an appropriate fund (ORC 5705.41(B)(C)). In order to be lawful, all contracts, with certain exceptions, must include certification of availability of funds by the county auditor (ORC 5705.41(D)).

Lucas County Board of County Commissioners (BCC) has issued this Lucas County Board of Commissioners Purchasing Policy, including all exhibits attached hereto (hereafter referred to as the "Policy") in order to provide guidance to County Entities regarding the requirements for all purchases made under the BCC's authority; to authorize that certain non-recurring purchases of \$1,000 or less be exempted from the Auditor's Certificate of Available Appropriations (Auditor's Certificate generated through the purchase order process); to provide guidance on the appropriate use of multiple vendor requisitions/purchase orders and the requirements related to encumbering funds via the Auditor's Certificate; and to establish the requirements for all competitive bids and competitive proposals.

DocuSigned by:


Lucas County Prosecutor's Office
DocuSigned by:


Signature of County Administrator

7/1/2025

Date

7/8/2025

Date

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INTRODUCTION

General Statement

Purchasing is a Support Services 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 BCC.

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.

While authority to contract on behalf of Lucas County for departments and county agencies under the BCC's control and supervision, rests with the BCC or its designee, 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

The County Administrator may:

1. Contract on behalf of the BCC 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.

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 BCC 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. 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.
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.
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.

Unlawful Interest in Public Contract Prohibited (ORC 2921.42)

State law generally prohibits any “public official” from knowingly doing any of the following:

1. Authorize or use the authority or influence of his office to secure authorization of a public contract in which the official, a member of his family, or any of his business associates has an interest.
2. Authorize, or use the authority or influence of his office, to secure the investment of public funds in any security in which the official, a member of his family or business associate, has an interest.
3. During his term of office or for one year thereafter, occupy any position of profit in the performance of a public contract authorized by the official or a legislative body, board or commission on which the official served at the time of authorization, unless the contract was let by competitive bidding to the lowest and best bidder.
4. Have an interest in the profits or benefits of a public contract entered into by or for the use of the political subdivision with which the official is connected.
5. Have an interest in the profits or benefits of a public contract that is not let by competitive bidding if required by law and involves more than \$150.

A “public official” is defined, in part, as any elected or appointed officer, or employee, or agent of the state or any political subdivision, employed on either a temporary or permanent basis (ORC 2921.01(A)). A “public contract” (ORC 2921.42(G)) is defined as:

1. The purchase or acquisition, or a contract for the purchase or acquisition, of property or services by or for the use of the state, any political subdivision of the state or any instrumentality of the state or a political subdivision; or
2. A contract for the design, construction, alteration, repair, or maintenance of any public property.

County officials, and their family members and business associates may own shares of stock or bonds in corporations that do business with a county provided that the shares or ownership interest in the debt of a corporation does not exceed 5% of the total stock of the corporation and the person in question provides full public disclosure of his financial interest. The official would be prohibited from participating, in any way, in the award of contracts to the company, even when the interest is disclosed. The law also permits officials, family members and business associates to have an interest in a public contract if the official meets a four-part exception. Some of the important aspects of the exception are that the supplies or services are necessary, are unobtainable elsewhere at a lower price or obtained as part of a continuous

course of business, and are acquired in an arm's length transaction, in which the official does not participate, on terms favorable to the county.

If commissioners have general questions or questions relating to a particular situation, they are strongly encouraged to contact the Ohio Ethics Commission. The Ethics Commission provides advisory opinions to public officials on the ethics law and offenses against justice and public administration law. The Ohio Ethics Commission maintains a website at <http://www.ethics.ohio.gov/>

INCLUSION STATEMENT

The BCC recognizes the community benefit of creating equal opportunity for all vendors to participate in the County procurement process. The advancement of economic inclusion improves equity, economic mobility, and quality of life for all Lucas County residents. Accordingly, the Commissioners encourage racial equity training among all community partners, grantees, vendors, and contractors. The Commissioners also encourage all agencies to make a good faith effort to utilize local, diverse suppliers in all phases of procurement and contracting including formal competitive bidding, multiple quote process, and purchase orders.

Minority Business Assistance

The BCC 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. 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. (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)

NON-DISCRIMINATION/EQUAL OPPORTUNITY

The BCC is committed to creating and sustaining an organizational culture that applies equity principles internally in order to end disparities in hiring and promotions. As such, the County requires the following provision to be included in all contracts: Vendor agrees that in the hiring of employees for the performance of work under the Contract, Vendor shall not, by reasons of race, color, religion, sex, age, disability, military status, veteran status, national origin, ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Contract relates. Vendor further agrees that Vendor, or any person acting on behalf of Vendor, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Contract on account of race, color, religion, sex, age, disability, military status, veteran status, national origin, ancestry, sexual orientation, or gender identity.

PUBLIC RECORDS POLICY

All public record requests received in Support Services follow the BCC Public Records Policy 4d. Public records of the BCC are to be available for inspection during regular business hours, with the exception of published holidays. Public records will be made available for inspection promptly. If requested records are not readily available for inspection, the request will generally either be satisfied or acknowledged in writing within three business days of the request following receipt of the request. Copies of public records must be made available within a reasonable period of time.

Bids or proposals received by a county entity are not automatically considered public records. Instead, state law provides that materials received in response to a competitive solicitation are not considered public records until the date the agency announces the award of the contract. If the agency rejects all of the bids or proposals and concurrently announces its intention to reissue the solicitation, then the previous bids or proposals and any new bids or proposals received for the reissued solicitation do not become public records until the date on which the agency announces the contract award based on the reissued solicitation (ORC 9.28).

AUTHORITY:

Ohio Revised Code ("ORC") 307.86 – §307.92 are the general competitive bidding statutes that apply to all County contracting authorities and provide that all purchases, with some exceptions, in excess of \$77,250 must follow a competitive selection process. The threshold will increase by three percent (3%) annually.

ORC 5705.41(D)(2) authorizes the BCC to exempt certain purchases of \$1,000 or less from the certificate of availability of funds approval process. ORC 5705.41(D)(1).

ORC 5705.41(D)(3) authorizes the BCC to permit multiple (blanket) certificates for specific line-item appropriation expenditures.

Code of Federal Regulations (CFR), Title 2, 200.318 – 200.327 are the general procurement standards that County contracting authorities must conform to when procuring property and services under a federal award.

ADOPTION OF PREFERENCE SYSTEM FOR OHIO CONTRACTORS

Effective October 3, 2023, counties are prohibited from adopting a system that gives preference to Ohio suppliers of equipment, materials, supplies, insurance, services, or a public improvement. It should also be noted that there is no statutory provision authorizing county commissioners to establish a system of local preferences for products mined or produced in a county or a geographic region smaller than the state

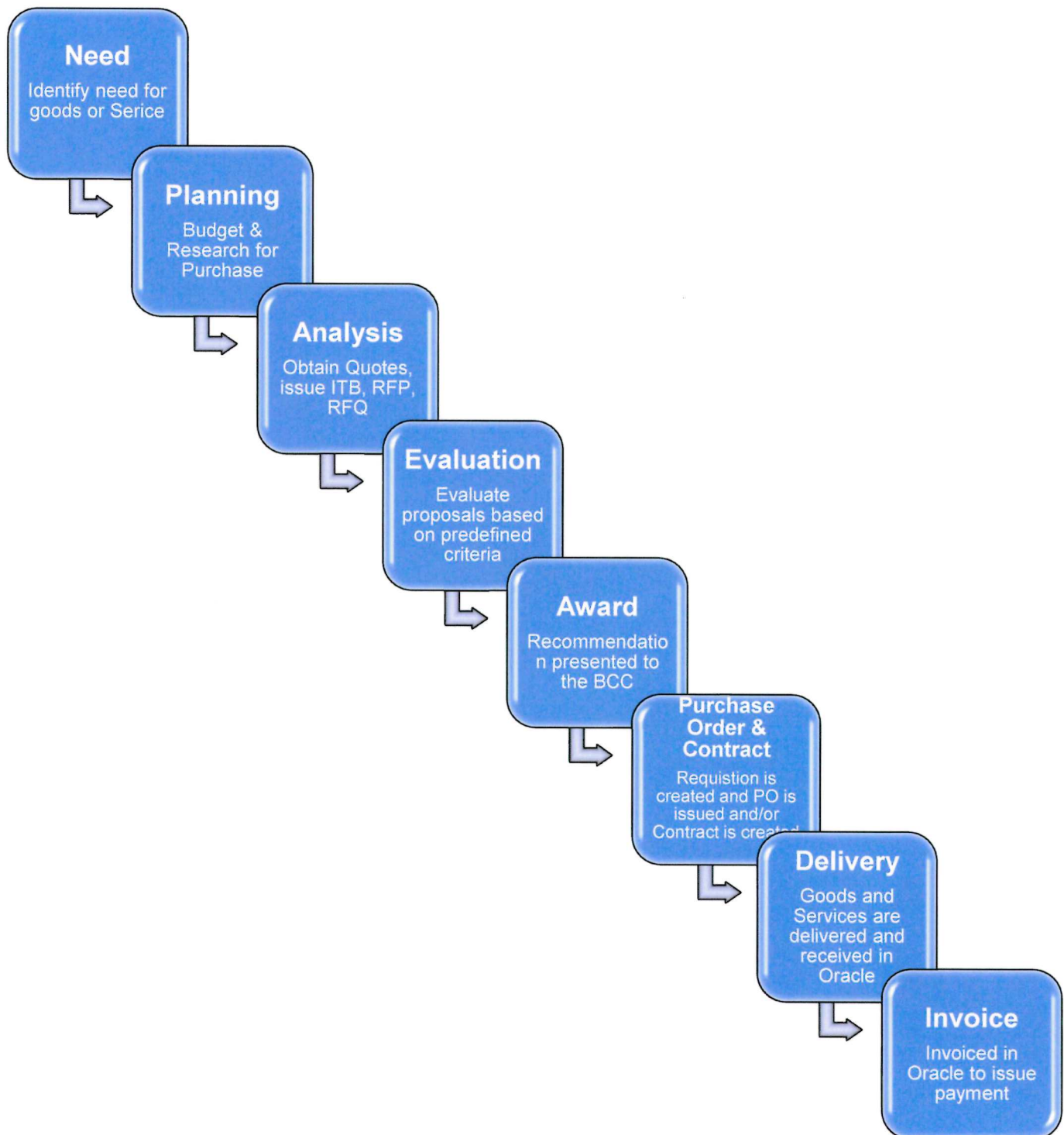
COUNTY ELECTRONIC COMMERCE

Under the Uniform Electronic Transactions Act 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.

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. 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.

PURCHASING LIFE CYCLE



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.

Purchasing Tiers and Exception Requirements

Purchasing Tier Levels:

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 - \$77,249.99 – Three quotes are required.
4. **Tier 4** purchases are from \$77,250.00 and greater – There must be a Competitive Bid. This will increase to \$79,567.50 for calendar year 2026.

Purchasing Exceptions Requirements:

1. Professional Services

Professional Services are exempt from competitive bidding. 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.

2. Software and Hardware:

- a. Under \$7,500.00 requires LCIS approval and LCIS Checklist
- b. The LCIS Checklist must be attached for any hardware and software which complies with the technology standards set by Lucas County Information Services management. These include but are not limited to:
- c. Microsoft Office, PC's, laptops, monitors, printers, scanners, multi- function copiers, netbooks, tablets, and smart phones.
 - The LCIS Checklist may be obtained by emailing the LCISHELPDESK@co.lucas.oh.us.
 - Over \$7,500.00 requires additional approval of the Data Processing Board. Please see Attachment A.

3. Vehicles

Vehicles require additional approval of the BCC (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. Vehicles over the competitive bidding threshold must be competitive bid. A request to purchase, lease, transfer or dispose of any County vehicle must go through Support Services.

PROCUREMENT PROCESS

All purchases require a purchase order (PO). The requisition and purchase order must be done before a purchase is made. 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.

Purchases should not be made before creating a requisition and a purchase order is issued. Funds must be encumbered before making any purchase or paying an invoice.

Purchasing goods or services contrary to this section may subject individual County employees to personal liability for the unlawful payment

Types of Requisitions:

Requisition from a Quote

- Normal, routine purchases
- Documentation to have attached:
 - Email
 - Quote
 - If purchase is between \$7500 - \$77,249.99, 3 quotes must be attached or proof of attempt to obtain the quotes
 - Requisition/Purchase Order Request Form
 - Sole Source – Sole Source question in Oracle must be answered yes and the Sole Source letter must be attached.
 - State Contract – State Contract question in Oracle must be answered yes, the State Contract number must be entered and copy of contract must be attached. If the contract needs to be signed, the BCC will have to pass a resolution authorizing the contract.
 - If services will be performed on Lucas County property, yes must be entered into Oracle and the certificate of liability must be attached.
 - Software and Hardware – under \$7500 a LCIS Checklist must be attached. Over \$7500 Data Processing Board approval must be attached.

Purchase Orders with Contracts

- When the BCC passes a resolution for a contract the department can create a requisition to encumber the funds for the contract
- Resolution and contract/agreement must be attached
- Allows departments to receive and invoice multiple times on the same purchase order
- Is not limited to this fiscal year and can carry forward

Blanket Certificates (Purchase Orders)

ORC Section 5705.41(D)(3) also authorizes the County Auditor to issue "blanket certificates" in amounts not in excess of an amount established by resolution of the commissioners and not extending beyond the end of the fiscal year. Where such a certificate has been issued, purchases may be made, orders for payment issued, and obligations incurred, provided that the aggregate total of such sums, entered into for the specified purpose from the indicated fund, does not exceed the sum certified. An itemized statement of expenditures incurred and payments made must be presented to the county auditor before another certificate may be issued. Only one blanket certificate may be outstanding at a given time in a single line-item appropriation under this type of blanket certificate.

In addition to authorizing the type of blanket certificates described in the preceding paragraph, the law authorizes blanket certificates to be issued for certain types of recurring and reasonably predictable operating expenses where more than one such blanket certificate may be outstanding at any time. The purposes for which a county may appropriate, authorize or issue one or more such certificates include the services of an accountant, architect, attorney, physician, professional engineer, construction project manager, consultant, surveyor or appraiser as well as to purchase fuel oil, gasoline, food items, roadway materials, utilities, purchases made through the state cooperative purchasing program (ORC 125.04) and any other specific expenditure that is a recurring and reasonably predictable operating expense. An itemized statement of obligations and expenditures made under such a certificate must be provided to the county auditor for each certificate issued.

All blanket certificates must be requested through Support Services and approved by the BCC through a resolution before a requisition will be approved.

Contract Purchase Agreements (CPAs)

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

-
- a. Ensures that the BCC approved resolution spending is enforced.
 - b. The requisitions are created using the Contract Purchase for Goods or Contract Purchase for Services functions in Oracle.

Then and Now (TAN)

Ohio Rev. Code 5705.41 requires that a certification be obtained from the fiscal officer prior to the time an order is issued, or a contract is made. This prior certification must state that the amount of the order or contract has been lawfully appropriated for the purpose of the order or contract, that the appropriation remains unencumbered and that resources to pay the obligation when it comes due are on hand or in the process of collection to the credit of an appropriate fund. The statute states that a contract not properly certified is void and may not be paid.

If a purchase is made prior to the creation of a requisition and purchase order (PO), it will necessitate a "Then and Now" certification for the PO, which must be approved by the BCC through a resolution.

"Then and Now" requisitions are exceptions to the standard process. All funds must be encumbered before any purchases are made.

All "Then and Now" requisitions will be reviewed by Support Services weekly before a purchase order will be issued. This will cause a delay in receiving a TAN PO.

Obtaining Informal Quotes

The information requested of the vendor on an informal quote will become the documentation and justification for establishing each agency's purchase order. In the absence of a formal contract, County Entities must remember that the purchase order serves as the binding contract and is the instrument that would be used to settle any dispute or claim against a vendor.

1. The County Commissioners requires and expects County Entities purchasing goods and services equal to or greater than \$1,000 and at a cost equal to or below the \$77,250 competitive bidding must obtain quote(s). Quotes must be in writing and may be obtained by email.
 - a) For purchases equal to or greater than \$1,000 and below \$7,500, one (1) quote is required.
 - b) For purchases equal to or greater than \$7,500 and below \$77,250, three (3) quotes are required.

Request for quote documentation must be attached to the requisition.

Requisition Process

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 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. If entering a requisition from an invoice TAN (Then and Now) must be included in the description,
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 and attach contract.
 - 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 \$77,250.00, a Resolution and a signed contract must be attached.
 - d) If services are to be performed on Lucas County property, answer yes to this question when entering the requisition. A current copy of the Bureau of Workers Compensation Policy, and Certificate of Liability (naming the BCC as additional insured) must be attached to the requisition. Examples of where this would be required, however, are not limited to the following:
 - Copier maintenance and delivery
 - Furniture delivery
 - General maintenance services performed on site
 - Installation services performed on site
 - Professional services performed on site
 - Repair services performed on site
 - e) Is the documentation a receipt/invoice?
 - 1) If yes, this creates a “Then and Now” scenario – See #8
 - i. Is the amount for more than \$100.00?
 1. No – Auditor may authorize without Commissioner Approval
 2. Yes – see #8
 - ii. If no, proceed to #5
5. All requisitions are budget checked to validate the availability of funds based on the accounting stream selected. No encumbrances occur 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 and CPAs bypass Purchasing after being approved by the requestor's approver.
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.
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 BCC approves the purchase by resolution.
 - a) Upon receipt of the "Then and Now" PO from the Auditor, the BCC must approve a resolution within 30 days.
 - b) Support Services will gather all "Then and Now" PO's each month and present to the BCC for approval at the first meeting of the following month.

COMPETITIVE BIDDING

Purpose

For all levels of purchases, each agency must seek competition to the maximum extent possible. Without competition, there is no certainty that the price and service obtained are the best available. All purchases greater than or equal to \$77,250.00 must be competitively bid, with the exceptions noted in ORC 307.86 (outlined in Exemptions to Competitive Bidding section below).

Throughout the competitive process the BCC, to the greatest extent possible, requires all agencies and Elected Officials' offices to work with Support Services and the Lucas County Prosecutor's Office to ensure that the purchasing integrity of the County is not compromised. This will assure the BCC that the requirements of the ORC and this Policy are followed.

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 Support Services 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. Support Services 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 System.
6. Buyers in Purchasing post the bidding event in the Oracle System.

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 (ORC 125.04(B)), the Department of Transportation, a regional planning commission (ORC 713.23(D)), or a council of governments.
2. The county contracting authority as defined in ORC 307.92 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 with ORC 307.862.
3. Services of usually recognized professions including accountants, architects, attorneys, physicians, appraisers, surveyors, and consultants (ORC 307.86). Design professionals such as professional engineers, architects, landscape architects, and surveyors as well as the services of construction managers must be procured through a qualifications-based selection process (ORC 153.65 - 153.69, 9.33 - 9.334).
4. The County Auditor may contract with persons or firms to assist in real estate appraisal work without competitive bidding (ORC 5713.01).
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 (ORC 307.86(B)(1)).
6. Suppliers of services related to information technology, such as programming services, that are proprietary or limited to a single source (ORC 307.86(B)(2)).
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 under ORC section 329.04 consisting of family services duties or workforce development activities (ORC 307.86(D)). However, if the purchase is made with federal funds the county must follow Ohio Department of Job and Family Services administrative rules in Ohio Administrative Code (OAC) Section 5101:9-4-07.1.
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 (ORC 307.86(K)).

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10. Services of emergency medical service organizations under a contract made by the board of county commissioners with a joint emergency medical services district (ORC 307.05).
 11. The purchase of used supplies at a public auction. Supplies include any personal property, such as equipment, materials, and other tangible assets (ORC 307.86(N)).
 12. Purchases of supplies and services of the severely handicapped (ORC 125.60 to 125.6012).
 13. Purchase of program services by a Developmental Disabilities (DD) board under ORC Section 5126.05. Services included under this exemption are direct and ancillary client services, day care, case management, and residential and family resource services (ORC 307.86(D)).
 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 (ORC 307.86(E)).
 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 (ORC 307.86(J), for purchases under 5139.34, 5139.41-5139.46).
 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 (ORC 305.171(D)).
 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 (ORC 307.09).
 19. The transfer of personal property by the county to any political subdivision of the state or to the state or federal government (ORC 307.10).
 20. A community improvement corporation, if designated by the county commissioners, may sell or lease county land to encourage development if the sale will stabilize the economy, provide employment opportunities for residents of the county and assist in the development of industrial, commercial, distribution, and research activities within the county (ORC 1724.10, OAG 88-037).
 21. The purchase of real estate.

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22. Leases or leases with the option to purchase correctional facilities for not more than 40 years (ORC 307.022).
 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 (ORC 307.022).

Emergency Purchases

Under certain conditions emergency purchases may be exempt from competitive selection. The BCC 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 \$125,000.00 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 \$75,000.00 but less than \$125,000.00, the county must obtain at least three informal estimates, and these records must be kept for at least one year or the amount of time the federal government requires.

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. 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.

Joint Purchasing Programs

- 1) Under the authority of ORC 125.04, agencies can purchase supplies and services from State Term Schedules (STS) and Multiple Award Contracts (MAC).
- 2) Under ORC 9.48, counties are allowed to make purchases for supplies and services from a joint purchasing program operated by or through a national or state association of political subdivisions that the County can join (e.g., OMNIA Partners, Sourcewell, Equalis, or other Cooperatives) and participation in contract offerings from the federal government that are available to a political subdivision including, but not limited to, contract offerings from the General Services Administration (GSA); they may also purchase from cooperative contracts that have been competitively bid by another political subdivision
- 3) A resolution is required.

Formal Bid and Proposals

The County's formal competitive bid/proposal process demands absolute public confidence in the integrity of the Support Services and the agency that is responsible for the procurement. The four formal competitive processes are Invitation to Bid (ITB) and Request for Proposal (RFP), Request for Qualifications (RFQ) and Request for Information (RFI). Support Services will provide assistance to all county agencies throughout the competitive process from preparation of bid documents, through the evaluation process, and up to assisting the agency with briefing the BCC.

After the Bid/Proposal opening, the agency will provide the bid/proposal tabulation for each competitive procurement to Support Services and to the Department of Diversity, Equity and Inclusion.

A. Invitation to Bid (ITB)

The ORC requires that anything to be purchased, leased, leased with an option or agreement, or constructed at a cost greater than or equal to \$77,250 shall be obtained through competitive bidding.

1. ITB's are firm and fixed price contracts awarded to the "lowest and best" bidder. ITB's are usually for good and supplies (e.g. office supplies, food items) and some services (e.g., waste removal, janitorial services, recycling) where a defined Scope of Work (SOW) with quantifiable requirements can be written.
2. Agencies do not have the authority to negotiate the terms, conditions, or specifications of an ITB after the bid opening. However, an agency may seek clarification of any statement made by a bidder. It is recommended that any request for clarification be reviewed by Support Services to avoid issues related to communication to bidders. ITB's are considered specific as to performance and design and are not negotiable. Exceptions to the terms of the ITB are not authorized. Any bidder who takes or makes written exceptions to the terms of the bid documents will cause a bidder's submittal to be deemed non-responsive and rejected without further consideration.
3. All contents of an ITB are reviewable at bid opening in accordance with ORC 149.43.

B. Request for Proposals (RFP)

The competitive sealed proposal process is unique in that it allows the County to negotiate the best price, finalize contract terms and conditions, and establish a final project plan for the desired goods or services. It is especially useful when it is very difficult for a contracting authority to completely describe the services required or when a detailed SOW cannot be finalized except through negotiations. RFP is useful when the County can only develop qualitative or performance specifications for commodities such as software, computer systems, services (e.g., janitorial, security), etc. All RFPS must meet and follow the requirements of ORC 307.862.

1. An RFP is required to have a structured evaluation process developed. An evaluation tool should be developed concurrent to the development of the SOW and prior to the RFP being advertised. The evaluation tool will be used by the evaluation committee members to evaluate and score each proposal against the established factors and criteria identified in the RFP.
 - a. NOTE: Where the RFP relates to the procurement of construction services, the Ohio Revised Code and Ohio Administrative code contain specific procurement process requirements which may differ from those described, above. Please see Ohio Administrative Code Ch. 153:1-6.
2. After proposals are received and opened by Support Services, Support Services will perform an administrative review of each proposal before releasing all proposals to the agency.
3. Once received by the agency, each proposal is evaluated, scored, and ranked using the established factors and criteria.
4. The County may, in its sole discretion, opt to shortlist a certain number of the highest-ranked proposals and invite those vendors to provide a demonstration or presentation of their proposed offering, provided such process is expressly described in the RFP. Any demonstration or presentation would be scored against established criteria and this score would be added to the proposal score to determine final rankings of the vendors.
5. After the final selection, the top-ranked vendor and the agency will enter into negotiations in order to develop a final contract document. All aspects of the proposal are negotiable unless expressly noted as non-negotiable in the RFP. If, at any time during the negotiations, the vendor fails to negotiate in good faith, the County has the right to cease negotiations and proceed to the next highest-ranked vendor.
6. In order to ensure a fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under ORC 149.43, shall not be available until after the award of the contract.

C. Request for Qualifications (RFQ)

RFQ's are used to select professional design services (e.g. architects, design firms). Contract negotiations will be conducted with the highest-ranked vendor. RFQ's must follow ORC 153.65 - 153.71.

RFQ's are also used to select consultants, accountants, attorneys-at-law, physicians, surveyors, or appraisers even though they are exempt from competitive bidding under 307.86, it is at times the preference of the Board of Commissioners that these services be competitively bid. Contract negotiations will be conducted with the selected vendor.

D. Request for Information (RFI)

RFIs are conducted as an information, informational-gathering process or "market survey". An RFI does not need to be formally advertised, nor is there an evaluation process. A due date and time should be established. All responses will be reviewed by the agency. No response back to the vendor is required. No contract will be directly awarded as the result of an RFI.

Prior to drafting specifications for an ITB or RFP, it may be helpful to understand the current market/industry capabilities. An RFI provides the tool to do this. An RFI can request general information or ask specific questions. An RFI may be classified as a Market Survey. The intent of an RFI is to gather current information for drafting a strong specification for bids or proposals. At no time will the County seek pricing information from any vendor as part of an RFI.

Notice of Requirements of Competitive Selection

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

- A. Notice shall be published once a week for not less than two consecutive weeks preceding the day of the opening of bids for any purchase, lease, lease with option or agreement to purchase, or construction contract in excess of the amount specified in section 9.17 of the Revised Code, using at least one of the following methods:
 - 1. Publication in the print or digital edition of a newspaper of general circulation in the county.
 - 2. Publication on the official public notice website established under O.R.C. 125.182.
 - 3. Publication on the website and social media account of the county.
- B. 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 (ORC 307.87).

Contents of Bid Notice

The following items should be included in notices published in a newspaper, posted on the internet site, if a county elects to post notices on their internet site or social media account, and on the bulletin board:

1. A general description of the purchase.
2. Where and when plans, specifications, lists of supplies, facilities, or equipment 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. Whether a bid bond or other performance guarantee is required. If the bid is over the amount specified in O.R.C. 9.17, and for the construction, demolition, alteration, repair, or reconstruction of a public improvement, it must meet the bond requirement of state construction law (ORC 153.54). 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 or less, but the notice must state whether some requirements of ORC Section 153.54 still apply.
8. If the bid is in excess of the amount specified in O.R.C. 9.17, but not for construction or repair of a public improvement, commissioners have the discretion to require that it be accompanied by a bond or certified check, cashier's check, or money order, for a reasonable amount stated in the notice but not to exceed five per cent of the bid (ORC 307.88).

Submission and Opening of Competitive Bids

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 Oracle.
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 then opens the bids at the time stated and tabulates the bids. 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 BCC may adopt a resolution to change the bid standard from the lowest and best bid to the lowest responsive and responsible bid. If this standard is adopted the following apply to such bids:

1. The bidder is **responsive** if:
 - a. The proposal responds to bid specifications in all material respects.
 - b. The proposal contains no irregularities or deviations from the specifications which would affect the amount of the bid or otherwise give the bidder an advantage.
2. Factors used to determine if a bidder is **responsible** include:
 - a. Experience of the bidder.
 - b. Financial condition of the bidder.
 - c. Conduct and performance of the bidder on previous contracts.
 - d. The bidder's facilities.
 - e. The bidder's management skills.
 - f. The ability of the bidder to properly execute the contract.

If the county finds that an apparent low bidder is not responsive and responsible the bidder must be notified of this fact in writing by certified mail or, if the county has an internet identifier of record, by first class mail and by electronic means. The notice must include the reasons the county found the bidder was not responsive and responsible.

If the county found the apparent low bidder, other than for construction or repair of a public improvement, not to be responsive and responsible the bidder may file a written protest to such a finding by the county. The county must then meet with the bidder. The written protest must be filed within five days after the county notifies the apparent low bidder that the bidder is not responsive and responsible, and the county may not award the contract until it affirms or reverses its original finding (ORC 9.312).

All construction bids received that are priced more than 20% above the architect's or engineer's estimate must be rejected.

Once a bid is accepted, or all bids rejected, bid-bonds, cashier checks, certified checks, or money orders must be returned to the unsuccessful bidders.

Performance Bond

After a bid is accepted other than for a public improvement, the county must require faithful performance of all things included in the contract. For purchases, leases, and leases with purchase options, the county may require a surety or performance bond in an amount not to exceed the amount of the bid (ORC 307.89). A performance bond is required if the contract is for a public improvement.

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.

While authority to contract on behalf of the County most often rests with the BCC or its designee, other County Entities have contracting authority in general or for specific purchases as dictated by law. Unless specified otherwise, the term "County" means the BCC 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).

Findings for Recovery

Ohio law (ORC 9.24) prohibits any county from awarding a contract for goods, services, or construction, paid for in whole or in part with state funds, to any person against whom a finding for recovery has been issued by the State Auditor, if that finding is unresolved.

This provision applies to the county if it has received more than \$50,000 of state money in the current or the preceding fiscal year. State funding does not include funds the state receives from another source and passes through to a political subdivision.

Finding for recovery means a determination by the State Auditor that public money has been

illegally expended, has been collected but not accounted for, or is due but has not been collected. A finding for recovery also includes a determination that public property has been converted or misappropriated. A finding for recovery is unresolved unless one of the following criteria applies:

1. The money identified in the finding for recovery is paid in full to the county.
2. The debtor has entered into a repayment plan that is approved by the Attorney General and the county to whom the money is owed. This may include withholding payment to a debtor for goods, services or construction provided to the county.
3. The Attorney General waives a repayment plan described above for good cause.
4. The debtor and the county to whom the money identified in the finding for recovery is owed have agreed to a payment plan established through an enforceable settlement agreement.
5. The county, with the concurrence of the Attorney General, certify that all of the following are true:
 - a. Essential services the county is seeking from the debtor can not be provided by any other person;
 - b. Awarding a contract to the debtor for essential service is in the best interest of the county; and
 - c. Good faith efforts have been made to collect the money identified in the finding for recovery.
6. The debtor is contesting the finding for recovery and a final determination on the action has not been reached.

Before awarding a contract for goods, services or construction, paid for in whole or part with state funds, the county must verify that the person does not appear in a database maintained by the State Auditor. Findings for recovery may be found on the State Auditor's website at <https://ohioauditor.gov/findings.html> . A county official may access the website and perform a certified search in order to verify that the person to whom you plan to award a contract does not appear in the database.

The provisions of this law do not apply in the circumstances and to companies or agreements described below:

1. The cost of the contract is less than \$25,000.
2. The aggregate cost of multiple contracts entered into by the government and the person within the previous fiscal year does not exceed \$50,000.

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3. The contract is a renewal of a contract previously entered into and is renewed pursuant to that preceding contract.
 4. The contract is an employment contract.
 5. The contract involves a bonding company, a self-insurance or joint self-insurance pool, or a risk management or joint risk management program, unless a court has entered a final judgment against a company and the company has not satisfied the judgment.
 6. The contract is a Medicaid provider agreement under ORC Chapter 5111.
 7. When federal law dictates that a particular vendor be awarded a contract.

Contracting Process

1. Elements of a Contract

A contract is an agreement between two or more parties that creates an obligation to do (or not do) a particular thing (or things). Six elements are needed for a contract to exist and be legally binding. If any one of the six elements is missing, a contract not only may be legally unenforceable, but also it may not even exist.

- i. **Offer and Acceptance:** Simply stated, one party (the “offeror”) offers to provide something (e.g., supplies or services) to another party (the “offeree”). Certain terms and conditions are attached to what is being provided, which the offeree can accept – or not. The offeree’s acceptance demonstrates a willingness to be bound by the offer’s terms and conditions.
- ii. **Capacity:** The parties are of legal age, sound mind, and not under influence of drugs or alcohol.
- iii. **Consideration:** Anything of value promised from one party to the other for performance under the contract (e.g., the County promises money to suppliers in exchange for their promise to provide supplies or services).
- iv. **Legality of Purpose:** To be valid and enforceable, a contract must comply with federal, state, and local laws, and public policy.
- v. **Mutuality of Obligation:** All parties to an agreement must be obligated or none of the parties are obligated. Furthermore, all parties must supply consideration to the others.
- vi. **Definiteness:** The important or material terms of an agreement must be specifically expressed for the agreement to be enforceable. Important terms include, but are not limited to, subject matter, price, payment terms, quantity, quality, duration and the scope of work to be done.

2. Terms and Conditions

Prior to submitting a contract to a vendor, terms and conditions should be reviewed by the Prosecuting Attorney's Office and Risk Management. After the review has concluded, the agency may submit the contract to the vendor for approval. Any negotiations of those terms and conditions after submittal should include the Prosecuting Attorney's Office and Risk Management.

Invalid Terms and Conditions

- a) A provision that requires the County to indemnify or hold harmless another person.
- b) A provision by which the County agrees to binding arbitration or any other binding extra-judicial dispute resolution process.
- c) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in Lucas County, Ohio.
- d) A provision that requires the County to agree to limit the liability for any direct loss to the County for bodily injury, death, or damage to property of the County caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that would otherwise impose an indemnification obligation on the County.
- e) A provision that requires the County to be bound by a term or condition that is unknown to the County at the time of signing a contract, that is not specifically negotiated with the County, that may be unilaterally changed by the other party, or that is electronically accepted by a county employee.
- f) A provision that provides for a person other than the Prosecuting Attorney to serve as legal counsel for the County, unless allowed for under the process set forth in section 309.09 of the Revised Code.
- g) A provision that is inconsistent with the County's obligations under section 149.43 of the Revised Code.
- h) A provision that limits the County's ability to recover the cost of cover for a replacement contractor.

If a contract contains a term or condition described above, the term or condition is voidable, and the contract containing that term or condition otherwise shall be enforceable as if it did not contain such term or condition.

A contract that contains a term or condition described above shall be governed by and construed in accordance with Ohio law notwithstanding any term or condition to the contrary in the contract.

Authorization to Execute a Contract

With limited exceptions, no contract shall be executed by any employee or elected official without approval by the BCC. To delegate authority, the BCC prohibited by law and this Policy. Contracts that include indemnification and fail to include the State of Ohio as the jurisdiction for the contract shall not be considered a valid contract without approval by the County. A contract that has been executed without approval to form from the Prosecuting Attorney's Office and authorization from the Board of Commissioners shall not be considered binding on the County.

EXPENSES

All County Entities are required to use the Expense Module in the Oracle system 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. 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

The Procurement card must be used in accordance with the BCC Procurement Card Program's Policies and Procedures. Select personnel within Support Services 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 BCC Procurement Card Program's Policies and Procedures supersede all other County Entities or other Board Policies. If the BCC Procurement Card Policies and Procedures are not followed Procurement Card privileges may be revoked.

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. County Entities seeking to dispose of Surplus Property may do so at the direction of the BCC 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 after approval from County Administration and Support Services.

1. By transferring to other County departments contingent upon approval from the County/Deputy County Administrator and Support Services.
2. By transferring to other governmental units or agencies contingent upon approval from the County/Deputy County Administrator and Support Services.
3. By donating to a nonprofit, the nonprofit must be a 501(a) or 501(c)(3) organization located in Ohio, and the nonprofit must submit evidence of its eligibility upon approval from the County/Deputy County Administrator and Support Services.
4. By trading in on new equipment contingent upon approval from the County/Deputy County Administrator and Support Services.
5. By public auction using GovDeals as the auction site upon approval from the County/Deputy County Administrator and Support Services.

All Surplus Property disposition is approved by Support Services. Departments wishing to declare County property surplus or obsolete must complete the County Property Surplus and Obsolete Declaration Request Form, located at <https://co.lucas.oh.us/662/Documents-and-Resources> , and emailed to purchasing@co.lucas.oh.us. Support Services will notify departments of further actions to be taken.

ATTACHMENT A

Lucas County IT Procurement Policy

Effective 10/1/12

Revised 3/4/21

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.

Lucas County IT Procurement Policy

Effective 10/1/12

Revised 3/4/21

- 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.

Lucas County IT Procurement Policy

Effective 10/1/12

Revised 3/4/21

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.

Approved By DP Board 4/1/2021

ATTACHMENT A

Lucas County IT Procurement Policy

Effective 10/1/12

Revised 3/4/21

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.

Lucas County IT Procurement Policy

Effective 10/1/12

Revised 3/4/21

- 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.

Lucas County IT Procurement Policy
Effective 10/1/12
Revised 3/4/21

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.

Approved By DP Board 4/1/2021

ATTACHMENT B
**LUCAS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATIVE POLICY
PROJECT LABOR AGREEMENTS**

Background and Purpose

The purpose of this internal administrative policy is to guide the management of project labor agreements by the Board of County Commissioners. Pursuant to Commissioners Policy 11L Attachment C as approved by Resolution No. 12-705 and 12-790 of the Board, all Construction Projects, estimated to be \$100,000 or greater, supported, in whole or in part, under the County's authority, or where an appropriation is made for the purpose of construction, shall require the execution of a project labor agreement between the successful bidder, recipient of funds, and all of the bidder's or recipients contractors and subcontractors, and the Northwest Ohio Building and Construction Trades Council and its affiliated local unions. "Construction Project" as used herein shall mean all phases of construction including, but not limited to, feasibility studies, design, architectural, preconstruction, environmental, soft costs, specialty construction, or any services leading to construction, reconstruction, improvement, enlargement, alteration, demolition, repair, or maintenance of a building, highway, drainage system, water system, road, street, alley, sewer, ditch, sewage disposal plant, water works, and any other structure or construction work of any nature on property owned or leased by the County, or any such construction funded in whole or in part by the County in an appropriation, loan, grant, contract, agreement or other award of \$100,000 or greater (Construction Project). As such the bidding documents for each such Construction Project shall contain a written provision requiring the successful bidder, and all the bidder's contractors and subcontractors, to comply with and adhere to all the provisions of the project labor agreement. An executed project labor agreement and subcontractors' letters of assent must be on file with the Clerk of the Board prior to the issuance of a letter of intent, notice of commencement, purchase order allowing work to begin, or provision of any funds. Project labor agreements shall not be utilized where prohibited by law.

This policy establishes a means to provide notice to bidders of the County Commissioners' project labor agreement policy; monitor, notify and record submitted project labor agreements; retain executed project labor agreements and subcontractor letters of assent; and respond to any questions or related concerns from contractors or other interested parties regarding project labor agreements.

Emergency Purchases

"Emergency Construction Projects" shall mean all phases of construction required to respond to an emergency which could not reasonably be foreseen wherein a delay would result in the interruption or detriment to the public service and shall only include services necessary to remediate the emergency until a permanent solution can be reached.

In the event of an emergency requiring construction, the Commissioners will utilize the Pre-Qualified Contractors list.

Notice to Bidders and Funding Recipients

All bid packets, requests for proposals, and requests for qualifications for Construction Projects, estimated to cost \$100,000 or greater, shall contain copies of the "Notice to Bidders – Project Labor Agreement Policy" and "Project Labor Agreement Template."

**LUCAS COUNTY BOARD OF COUNTY COMMISSIONERS
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All County appropriations, loans, grants, contracts, agreements, or other awards executed with organizations to support such organization's construction projects in the amount of \$100,000 or greater, inclusive of any feasibility study, design, architectural, preconstruction, environmental, soft, or other costs leading to construction, shall include provisions that require the utilization of Project Labor Agreements for any construction supported in whole or in part by such funding.

Monitoring, Notify and Recording

PROJECT INITIATION:

Projects subject to a Project Labor Agreement may be initiated in one of the three following ways depending on the construction delivery methodology and/or organization delivering the project:

Resolution to Advertise (Invitation to Bid, Design-Bid-Build): All invitations to bid (ITB) for Construction Projects, estimated to cost \$100,000 or greater, supported under the County's authority pursuant to section 307.86 of the Ohio Revised Code, necessitate the Board of County Commissioners to pass a resolution to advertise. At such time the resolution to advertise is passed by the Board, the Clerk of the Board will create a new row line in the fiscal year's Project Labor Agreement Monitoring excel spreadsheet (template attached for reference). Within this line, the Clerk of the Board shall enter the project's name, department conducting the bid process, "No" in the "PLA On File (Yes/No)" column, and "Out for Bid" in the "Comments" column. The passage of a Board resolution to advertise an ITB shall be the start of the project labor agreement monitoring process.

Resolution to Award Professional Services Contract (Construction Manager at Risk, Design-Build): All Construction Project contracts awarded for architectural, engineering or construction project management services, \$100,000 or greater, necessitate a resolution by the Board of County Commissioners. At such time the resolution to award services is passed by the Board, the Clerk of the Board will create a new row line in the fiscal year's Project Labor Agreement Monitoring excel spreadsheet. Within this line, the Clerk of the Board shall enter the project's name, department leading the project, "No" in the "PLA On File (Yes/No)" column, and "Awaiting Notice of Commencement" in the "Comments" column. The passage of a Board resolution to award a professional services contract for construction management or related services shall be the start of the project labor agreement process.

Resolution to Award Funds: All Construction Project appropriations, loans, grants, contracts, agreements, or other award provided to outside organizations that fund feasibility studies, architectural design, programming, anything leading to construction, and/or supports construction project(s) in an amount of \$100,000 or greater, necessitate a resolution by the Board of County Commissioners. At such time the resolution to award such funds is passed by the Board, the Clerk of the Board will create a new row line in the fiscal year's Project Labor Agreement Monitoring excel spreadsheet. With this line, the Clerk of the Board shall enter the project's name, organization receiving the funds, "No" in the "PLA On File (Yes/No)" column, and "Awaiting PLA from Recipient" in the "Comments" column. A Letter of Intent stating that a PLA shall be executed

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before construction begins will be signed by the fund recipient and the Northwest Ohio Building and Construction Trades Council before the funds are awarded. The passage of a Board resolution to award funds to be utilized by an outside organization for construction project(s), \$100,000 or greater, shall be the start of the project labor agreement process.

EXECUTION OF PROJECT LABOR AGREEMENT:

Project Labor Agreements may be executed in one of two ways depending on whether the project is performed by the County or by an entity utilizing County funds:

County Performed Projects: At such time that the Board of County Commissioners takes one of the following actions, the Clerk of the Board shall enter the awarded contractor's name, awarding resolution number, and awarding resolution date on the Project Labor Agreement Monitoring excel spreadsheet:

- Pass a resolution awarding a Construction Project contract estimated to cost \$100,000 or greater;
- Award of an Emergency Construction Project contract estimated to cost \$100,000 or greater;
- Pass a resolution awarding a Construction Project contract to the lowest and best bidder resulting from an ITB for a Construction Manager at Risk (CMAR)
- Pass a resolution awarding a Construction Project contract to the lowest and best bidder resulting from an Invitation to Bid (ITB) for a Design-Bid-Build (DBB) construction project estimated to cost \$100,000 or greater; OR
- Pass a resolution establishing a Guaranteed Maximum Price (GMP) resulting from an award of a Construction Manager at Risk (CMAR) or Design-Build (DB) professional services contract.

The Clerk shall then notify the Executive Secretary/Business Manager of the Northwest Ohio Building Trades and the successful bidder of the award via email. In the email sent to the Northwest Ohio Building Trades and successful bidder, the Clerk of the Board shall notify the parties of the project, state the project name, provide appropriate contact information for the Northwest Ohio Building Trades Executive Secretary/Business Manager and successful bidder, notify both parties of their requirement to hold a pre-job conference prior to commencement of any work on the Construction Project and to execute a project labor agreement within fifteen (15) county working days of the "Notification Date", and attach digital copies of the awarding resolution and project labor agreement template. The Clerk shall carbon copy the department from which the bid initiated. The Clerk shall enter the date the email was sent to the Northwest Ohio Building Trades Council and the successful bidder in the "Notification Date" column of the Project Labor Agreement Monitoring excel spreadsheet.

Once an executed project labor agreement is received by the Clerk of the Board, the Clerk shall file the original signed document in the bid file; save a scanned digital copy in the shared digital file; email a digital copy of the document to the office or department that initiated the bid; and enter "Yes" in the "PLA on File" column and the date of filing on the Project Labor Agreement

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Monitoring excel spreadsheet. Upon receipt of a fully executed project labor agreement, the Clerk shall require the successful bidder to provide a list of all subcontractors designated to participate on the project and require the Bidder to provide the Clerk all subcontractor letters of assent to the project labor agreement prior to any such subcontractor commencing work on the project. The Clerk shall file such list and subcontractor letters of assent with the fully executed project labor agreement. The Clerk shall actively monitor to ensure that no subcontractor performs work on the project unless a letter of assent is on file with the Clerk.

If an executed project labor agreement is not received within fifteen (15) county working days from the notice provided by the Clerk of the Board to the Northwest Ohio Building Trades and successful bidder, the Clerk shall notify the County Administrator via email and carbon copy the department that initiated the bid. The County Administrator shall notify the Board of County Commissioners within three (3) county working days of notification by the Clerk of an unexecuted project labor agreement for further action at the Board's discretion. An executed project labor agreement must be on file with the Clerk of the Board prior to the issuance of a letter of intent, notice of commencement or purchase order allowing work to begin. Subcontractor letters of assent must be on file with the Clerk of the Board prior to the performance of work on a project by a subcontractor.

The "Comments" column on the Project Labor Agreement Monitoring excel spreadsheet may be utilized by the Clerk of the Board at his/her discretion in order to assist in the monitoring of the progress of receipt of project labor agreements and pertinent historical information after receipt of project labor agreements.

Projects Performed by Organization Utilizing County Funds: At such time that the Board of County Commissioners pass a resolution to appropriate, loan, grant, or otherwise award or execute a contract or an agreement with an outside organization to support construction in an amount of \$100,000 or greater, inclusive of any feasibility study, design, architectural, preconstruction, environmental, soft, or other costs leading to construction, the Clerk of the Board shall notify the Executive Secretary/Business Manager of the Northwest Ohio Building Trades and the funding recipient via email. In the email sent to the Northwest Ohio Building Trades and funding recipient, the Clerk of the Board shall notify the parties of the funding ("Notification Date"), state the funding's intent, provide appropriate contact information for the Northwest Ohio Building Trades Executive Secretary/Business Manager, or designee, and the funding recipient, notify both parties of their requirement to hold a prejob conference and execute a project labor agreement within 15 County working days of the "Notification Date" prior to the performance of any construction work, and attach electronic copies of the awarding resolution and project labor agreement template. The Clerk shall carbon copy the department from which the funding initiated. The Clerk shall enter the date the email was sent to the Northwest Ohio Building Trades Council and the successful bidder in the "Notification Date" column of the Project Labor Agreement Monitoring excel spreadsheet.

Once an executed project labor agreement and applicable subcontractor letter(s) of assent are received by the Clerk of the Board, the Clerk shall file the original signed document(s) in the bid file; save scanned digital copies in the appropriate digital file; email digital copies of the documents

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to the office or department that initiated the funding; and enter “Yes” in the “PLA on File” column and the date of filing on the Project Labor Agreement Monitoring excel spreadsheet.

The PLA and associated Letters of Assent must be filed prior to any applicable period of performance.

NO funds intended to support construction of \$100,000 or greater shall be provided until the Clerk of the Board has received and appropriately filed a fully executed project labor agreement and associated subcontractor letter(s) of assent.

Retention of Executed Project Labor Agreements

A copy of every project labor agreement and applicable subcontractor letter(s) of assent shall be kept by the Clerk of the Board in a reasonable location according to a reasonable filing convention so that it may be easily found by any County Commissioner or member of the administration.

Questions and Concerns from Contractors or Interested Parties

Questions and concerns from contractors or interested parties shall be referred to the County Administrator. The County Administrator shall notify the Board of County Commissioners of any questions received related to project labor agreements and respond to such within three (3) county working days. The Clerk of the Board shall make every effort necessary to assist the County Administrator in answering questions regarding project labor agreements in a timely manner.

Enforcement

A Successful Bidder, Recipient of Funds, contractors, and/or subcontractors are subject to the enforcement mechanisms set forth in the executed Project Labor Agreement and Letters of Assent. If a Successful Bidder or Recipient of Funds fails to hold a pre-job conference and execute a PLA within 15 County Working Days, the Clerk shall notify the County Administrator, or designee, via email and carbon copy the department that initiated the bid. The County Administrator shall notify the Board of County Commissioners within three (3) county working days of notification by the Clerk of an unexecuted project labor agreement for further action, at the Board’s discretion, including revocation or termination of such a contract, agreement, appropriation, loan, grant, or other award.

After receipt of an executed Project Labor Agreement and associated Letters of Assent, the parties’ enforcement of the terms of the Project Labor Agreement shall be pursuant to the dispute resolution procedures set forth in the Project Labor Agreement. However, in accordance with the terms of the Project Labor Agreement, upon Northwest Ohio Building Trades Council, a Union, or a Union Funds’ office notification to the County that a contractor or subcontract is delinquent in the payment of required contributions to the fringe benefit funds, , the County shall withhold such sums from the monthly progress payment or pay such sums directly to the appropriate fringe benefit funds.

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The County reserves the right to take any and all action necessary to protect taxpayer funds and to enforce the Requirements of its Purchasing and Procurement Policies, including terminating any agreements, contracts, appropriations, loans, grants, or other awards, barring a contractor or recipient from future awards, or requiring repayment of funds from contractors or recipients for the contractor or recipient's failure to comply with the County's Purchasing and Procurement Policies.

Reference Documents

Board of County Commissioners Policy 11L Attachment C
Notice to Bidders – Project Labor Agreement Policy
Project Labor Agreement Templates
Subcontractor Letter of Assent Template
Project Labor Agreement Monitoring Excel Spreadsheet

ATTACHMENT C

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 D

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.

ATTACHMENT E

LUCAS COUNTY REQUEST FOR QUOTE

County Agency Name: _____

Agency Contact: _____

Email: _____ Telephone: _____

The County agency listed above is soliciting quotes for the purchase of (attach any additional specifications if needed):

Vendor Name: _____

Vendor Address: _____

Vendor Email: _____ Telephone: _____

Is Vendor Located within a 50-mile Radius of Lucas County: Yes No

GENERAL CONDITIONS

The County agency will accept quotes no later than 2 p.m. on _____
or any time prior thereto.

Quotes should be emailed as an attachment to _____

Quotes received after that time will be considered late and will not be accepted.

The County agency reserves the right to reject any and all Quotations. The County Agency further reserves the right to seek new quotes when such a procedure is reasonably in the best interest of the County agency to do so. Providing a quote does not guarantee an award of a purchase order.

If a local vendor (as defined in the Lucas County Local Preference Policy) within a 50-mile radius of Lucas County is within 2% of the lowest quote received, the County agency may offer the local vendor the opportunity to match the lowest quote received.

Lucas County's purchase terms and conditions supersede any acknowledgements or other vendor terms and conditions. DO NOT quote if your company cannot abide by this Policy.

PAYMENT

Full payment will be made upon receipt, inspection and acceptance of a complete unit(s). No down or partial down payments will be made.

Lucas County does not pay sales tax. Do not compute sales tax into your final price.