BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETING:	12/6/2022		
ITEM:	Approval to amend the Purchasing Policy to add to the categories of expenses that can be paid by a Payment Authorization to include conference and seminar fees and utilities.		
TO:	Commissioners Court		
FROM:	Kaitlyn Battles		
DATE:	11/23/2022		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	$0.00		

ATTACHMENTS:

File Name	**Description**	**Type**
Purchasing_Policy_-_2022_(Amendment_#1).pdf	Policy	Backup Material
Amendment_#2_-_12_06_2022.pdf	Amendment	Backup Material

Amendment #2 to Brazos County Purchasing Policy

Change section 4.3.6. Payment Authorization will add to "1. Several categories of expenditures by the County that qualifies for payment authorizations are as follows"; insert "m. Conferences and Seminar Fees." and "n. utilities, including electricity, water, sewer, and trash (citizen collection site trash is not included and requires a purchase order)", and,

WHEREAS, the following policy changes, having been discussed and reviewed by Commissioners Court; and,

WHEREAS, the following policy changes supersedes and replaces any and all previous policies, either written or unwritten; and,

WHEREAS, all department heads and elected officials are to ensure that all of their employees are aware of the attached policy changes and for their compliance with same; and,

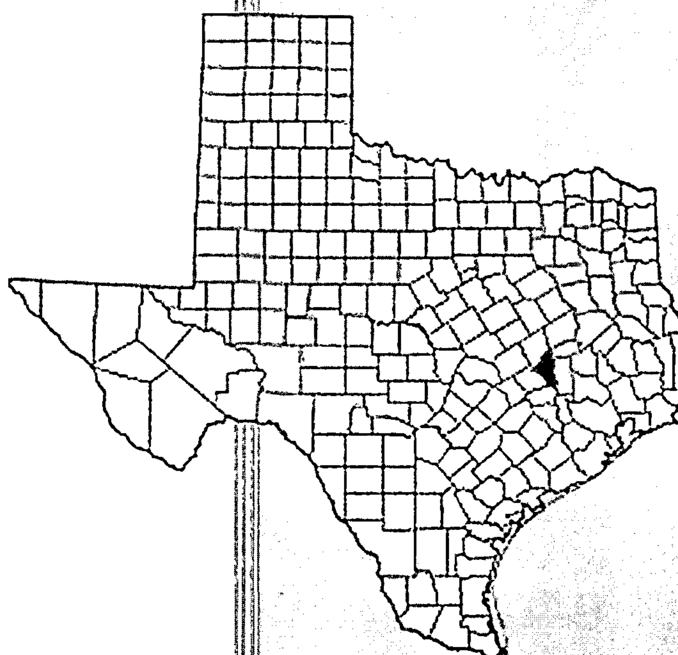
THEREFORE, it is ordered, adjudged, and decreed that the policy changes for Purchasing is adopted by Brazos County, effective the 6th day of December 2022, to remain in effect until further orders are issued by this Court.

IN TESTIMONY WHEREOF, witness ~~our hands~~ this 6th day of December 2022.

Duane Peters		Brazos County Judge
Steve Aldrich		Commissioner Pct. 1
Russ Ford		Commissioner Pct. 2
Nancy Berry		Commissioner Pct. 3
Irma Cauley		Commissioner Pct. 4
Karen McQueen		County Clerk

2022

Brazos County Purchasing Policy



Originally Adopted: March 5, 1996

Brazos County Purchasing Office

The Brazos County Purchasing Policy was originally Adopted on March 5, 1996 and was effective on April 1, 1996. It was revised the following dates, before the 2022 policy went into effect on August 16, 2022:

- March 27, 1996
- April 16, 1996
- May 26, 1998
- July 16, 1999
- April 8, 2003
- May 9, 2014
- September 14, 2022

Contents

1. Brazos County Resolution

Amending of Brazos County Purchasing Policy

WHEREAS, the following policy, having been discussed and reviewed by Commissioners Court; and,

WHEREAS, the following policy supersedes and replaces any and all previous policies, either written or unwritten; and,

WHEREAS, all department heads and elected officials are to ensure that all of their employees are aware of the attached policy and for their compliance with same; and,

THEREFORE, it is ordered, adjudged, and decreed that the following policy for Purchasing is adopted by Brazos County, effective the 16th day of August 2022, to remain in effect until further orders are issued by this Court.

IN TESTIMONY WHEREOF, witness our hands this 16th day of August 2022.

Duane Peters	______________________	Brazos County Judge
Steve Aldrich	______________________	Commissioner Pct. 1
Russ Ford	______________________	Commissioner Pct. 2
Nancy Berry	______________________	Commissioner Pct. 3
Irma Cauley	______________________	Commissioner Pct. 4
Karen McQueen	______________________	County Clerk

2. Forward

Public purchasing is the process of acquiring goods and services that are necessary to provide the public with the services they require.

The goals of public purchasing include the following:

- Purchase quality goods and services
- Obtain the best possible price for goods and services
- Delivery of goods and services when and where needed
- Assure a continuing supply of needed goods and services
- Guard against misappropriation of any assets procured

Most importantly, public purchasing must ensure:

- That responsible bidders are given a fair opportunity to compete for the County's business. This is done partially by the statutory requirements for competitive bids and proposals, and partially by the County's own purchasing procedures.
- That public funds are safeguarded. Although the purchasing department does not usually designate the types of purchases to be made, it should be that the best value is received for the public dollar.
- That public spending is not used to enrich elected officials or government employees, or to confer favors on favored constituents

This policy has been adopted by the Commissioners Court of Brazos County for use by all elected officials and employees. It is intended to assist them in reaching these goals while complying with all applicable laws and local policies. This manual cannot address every situation. When an unusual situation occurs or a difficult legal problem arises, the *final* authority for county purchasing procedures is the law itself.

This manual will outline the methods of procurement and the duties and responsibilities of the Purchasing Agent and Departments as adopted by the Brazos County Commissioners Court on 16th day of August 2022.

3. Statement of Purchasing Policy

It is the policy of Brazos County that all purchasing shall be conducted strictly on the basis of economic and business merit to best promote the interest of the citizens of Brazos County. Brazos County encourages free and unrestricted competition on all bid requests and purchases ensuring the taxpayers the best possible return on each dollar. All contracts and purchases shall be handled so as to obtain the best value for the County, with bids or quotations solicited whenever practical.

The responsibility of purchasing ultimately rests with the Commissioners Court. The Purchasing Agent, as an agent of the Commissioners Court, aids in the purchasing process but is subject to the Court's direction as to reasonable specifications and maximum prices on items to be purchased. The Brazos County Commissioners Court has established a Purchasing Department to assist each elected official, department head, and their staff to procure necessary goods and services at the best possible price within all Federal, State, and County purchasing law.

The Federal Common Rules of Procurement, OMB Circular A-133 and 2 CFR §200 will be referred to and upheld with all purchases utilizing Federal funds, particularly in grants and pass through funds.

The Texas State Legislature has passed and made a part of the Local Government Code, Section §262, more commonly known as the County Purchasing Act. It shall be the policy of Brazos County to fully comply in all aspects with the rules, regulations, and procedures, as they appear and are amended from time to time, in that act. Brazos County will further comply with Section §113.901 of the Local Government Code as it pertains to the requirements for approval of accounts and requisitions.

Furthermore, it is the intention of the Brazos County Commissioners Court that all individuals within each department directly or indirectly involved in the purchasing function shall follow the purchasing policies and procedures approved and adopted by the Commissioners Court as outlined in this manual effective and in force August 16, 2022 and as amended from time to time.

4. Brazos County Purchasing Procedures

4.1. Glossary of Terms

Asset – An item that is tracked with a unique number, due to its acquisition price, life expectancy or funding source, and for which a department or individual is responsible.

Bid Advertisement – A public notice advertised in a newspaper of general circulation containing information about an Invitation To Bid, a Request for Proposal, Informal Quote, or Request for Qualifications.

Bid Bond – A bond required of a contractor that ensures that the contractor will enter into the contract for which he has submitted a formal written bid and/or proposal. The requirement of a bid bond may be satisfied by a bond issued by a surety that is acceptable to Brazos County and authorized to do business in the State of Texas, a cashier's check, or certified check.

Buyer – Any employee of the Purchasing Department functioning under the direction of the Commissioners Court.

Capital Items – A capital item is generally an item that has a unit cost in excess of $5,000.00 and has a life expectancy of greater than three (3) years.

Change Order – The act of amending a contract, including a purchase order, typically in the form of quantity, price, time, or internal accounting.

Commodity Code – A specific group of materials categorized into distinct classes that have been assigned a numerical reference number within the accounting and reporting system.

Competitive Bidding – The process wherein vendors openly compete through a formal process, for the County's business.

Component Purchases – Purchases of the component parts of an item that in normal purchasing practices would be purchased in a single purchase.

Contract – A formal, written agreement, executed by the County and a vendor containing the essential terms and conditions under which goods or services are to be furnished to the County. A contract becomes a commitment of the County's funds when properly approved, signed, and dated by an authorized County representative.

Cooperative Contract – A contract that has been competitively bid and awarded by another government agency and is available for use by Brazos County having met the statutory requirements (Texas Local Government Code §271) by the bidding agency. These contracts require approval of the Purchasing Department prior to their utilization.

Customers – Is a term that encompasses all the operating departments within the County.

Emergency Purchase – A purchase that is needed because of an emergency condition as described in Texas Local Government Code Section §262.024(a)(1).

Encumbrance – The process wherein the County's financial system reserves budgetary funds for the purchase of supplies, goods, and services. This typically happens at the point in which a requisition is converted into a purchase order.

Expedite – The procedure to do what is necessary to speed up the process of delivery of goods or services to the department, either through the requisition process or through vendor assistance.

F.O.B. Destination Point – Is a designation that indicates that transportation charges are paid by the vendor, and the vendor is responsible for the merchandise until it reaches the County's designated delivery point. This is the preferred method.

F.O.B. Shipping Point – Is a designation that indicates that shipping charges are added to the invoice and paid for by the County. The County takes possession of the goods at the point of shipment and is responsible for them from that point.

Fund Approval – The process wherein the County Auditor verifies that money is available at the specific budgetary fund level to encumber the expenditure within the approved budget, as well as available to make the payment for the goods and services when delivered.

Goods – A generic term that includes all types of property to be purchased by the County; equipment, supplies, materials, components, and repair parts.

Informal Quote (IQ) – Is an informal written document that requests from bidders, a firm price and delivery details for specified items or services listed on the purchase requisition. An informal quote is one procurement method available for use when the anticipated level of expenditure is less than $50,000.00. It may be used at anytime the Purchasing Agent and the Commissioners Court feels it is justified.

Invitation to Bid – Is a formal written document that requests from bidders a firm price and delivery details for specified items or services listed on a purchase requisition. An invitation to bid is one procurement method available for use when the anticipated level of expenditure will be greater than $50,000.00. It may be used at anytime the Purchasing Agent and the Commissioners Court feels it is justified.

Item – Means any service, equipment, good, or other tangible or intangible personal property, including insurance, and high technology. Does not include professional services as describe in Government Code section §2254.002.

Lease – Is a specific contract for the use of real estate or personal property for a specified period of time, with a specified fee, or other compensation to be paid.

Lowest Responsible Bid – Is the lowest bid or offer received by the County by the vendor who has the capability in all respects to perform fully the contract requirements, and the integrity, and reliability which will assure good faith performance. Previous vendor performance is one measure of responsibility. The submitted bid meets all the specifications, requirements, terms, and conditions of the Invitation to Bid. It is expressly understood that the lowest responsible bid includes any related costs to the County, using a total cost concept. The term is also used to refer to experience or safety record of the vendor with the County.

Payment Authorization – Are authorizations for the payment of expenditures identified by the purchasing policy as not requiring a "purchase order".

Payment Bond – A bond that is required for a public work contract in excess of $25,000.00 for the protection of those who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work, labor, or material.

Purchase – An act that includes the acquisition of goods or services, to include the act of leasing personal or real property.

Professional Service – Services provided to the County including accounting, architecture, landscape architect, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing as described in Government Code section §2254.002.

Purchasing – The act, function, and responsibility for the acquisition of goods and services including construction and professional services.

Purchasing Department – A department created to be responsible for assisting all departments with the acquisition of goods and services to support their departmental mission. A department created by and responsible to the Commissioners Court of Brazos County. The Purchasing Department has the express responsibility for ensuring that County departments are in compliance with the policies and procedures set out in this manual and state/federal statutes.

Purchase Order – A formal, binding, legal agreement issued by the County's Purchasing Department. A purchase order is requested by a departmental requisition that details the merchandise or services required. When accepted by a vendor without qualifications within a specified time period, the agreement becomes a contract. A purchase order grants the vendor the authority to deliver an invoice for goods and services. It is the County's commitment to accept the goods and services and pay for them at the agreed price.

Request for Proposal (RFP) – A formal written document requesting the potential vendors make an offer for services to the County. The offer allows for negotiations after the proposals have been received, but before a contract is awarded. This process is normally used for the acquisition of insurance coverage, and for high technology items or other items when determined by the Purchasing Department and approved by Commissioners Court.

Request for Qualification (RFQ) – A formal written document requesting the potential vendors to provide their qualifications to the County. The offer allows for negotiation with the most qualified vendor before a contract is awarded. This process is normally usedfor the acquisition of professional services or other items when determined by the Purchasing Department and approved by Commissioners Court.

Required Delivery Date – A specific date for delivery requested by the ordering department and which has been placed on the purchase order by the Purchasing Department and transmitted to the vendor.

Requisition – The source document for all purchasing activity. This form communicates a department's needs to the Purchasing Department and authorizes the Purchasing Department to enter into a contractual relationship for delivery of the goods and/or services. The requisition is for communicating internal requirements and should not be used by the departments for the order and delivery of goods and/or services.

Separate Purchases – Means purchases, made separately, of items that in normal purchasing practices would be purchased in on purchase.

Sequential Purchases – Means purchases, made over a period of time, of items that in normal purchasing practices would be purchased in one purchase.

Services – Is a generic term to include all work or labor performed for the County on an independent contractor basis, including maintenance, construction, manual, clerical, or professional services.

Specifications – This statement contains a detailed description of the terms of the contract, as well as an enumeration of particulars, required details, and other restrictions for goods and/or services. The enumeration of the specifications should be descriptive, but not restrictive.

State Contract Item – An item available through the State of Texas Procurement and Support Services Cooperative Purchasing Program. The State has publicly advertised and received qualified bids for specific Items. Brazos County has elected to participate in the cooperative purchasing program for governmental subdivisions and other state agencies.

Surplus Property – Item no longer needed by a department, regardless of its value or condition.

Vendor – Is a generic term applied to individuals and companies alike who provide goods and services to Brazos County.

4.2. Ethical Standards and Relationships

4.2.1. Ethical Standards

Public employees should conduct themselves in such a manner as to foster public confidence in the integrity of Brazos County's Purchasing Policy process. To achieve this purpose, it is essential that persons or companies doing business with Brazos County observe the ethical standards prescribed:

a. It shall be a breach of ethics to attempt to realize personal gain through public employment with Brazos County by any conduct inconsistent with the proper discharge of the employee's duties.
b. It shall be a breach of ethics to attempt to influence any public employee of Brazos County to breach the standards of ethical conduct set forth in this code.
c. It shall be a breach of ethics for any employee of Brazos County to participate directly or indirectly in a procurement when the employee knows that:
    i. the employee or any member of the employee's immediate family has a financial interest pertaining to the purchase, or;
    ii. a business or organization in which the employee, or any member of the employee's immediate family, has a financial interest in the purchase, or;
    iii. any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
d. It shall be a breach of ethics to offer, give, or agree to give any employee or former employee of Brazos County, or for any employee or former employee of Brazos County to solicit, demand, accept, or agree to accept from another person, or gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendations, preparation of any part of a program requirement, or purchase request; influencing the content of any other advisory capacity in any proceeding or application, request for ruling, determination, claim, controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitations or proposal therefore pending before this County.
e. It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Brazos County, any person associated therewith, an inducement for the award of a subcontract or order.
f. The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.
g. It shall be a breach of ethics for any employee or former employee of Brazos County knowingly to use confidential information for actual or anticipated personal gain, or the actual or anticipated gain of any person.

NOTE: *These common standards of ethics have been reproduced from Model Procurement Code for State and Local Governments developed by Texas State Comptroller's Office.*

4.2.2. Relationships

The buyer-seller relationship is one of mutual confidence and satisfaction between the County and the Supplier. It is the Purchasing Department's responsibility to assist departments in finding qualified bidders for all commodities needed.

To avoid the appearance of conflict of interest, all County personnel should not accept favors, gifts, meals, or entertainment offered by any Supplier to the County or any employee.

4.3.Responsibilities

4.3.1. Purchasing Department

1. Assist in the selection of responsible vendors.
2. Assist in obtaining pricing information.
3. Determine that the purchase price is reasonable and that requirements for competition and performance have been met.
4. Assist the individual departments to develop quality and quantity specifications for goods and services to be purchased along with required delivery schedules.
5. Encourage competition between vendors through negotiations, competitive bidding, and quantity buying.
6. Utilize annual supply agreements and service contracts whenever possible in order to maximize the advantages and economies of quantity buying.
7. Continuously monitor requisitions by all departments to facilitate consolidation of purchases where possible.
8. Ensure that the County has the ability to take advantage of quantity and pricing discounts whenever they are available.
9. Explore the use of cooperative purchasing programs which the State of Texas and other local governmental units.
10. Control the cost of purchasing for the County.

4.3.2. Department/Requisitioner

1. Allow sufficient time for the Purchasing Department to issue a purchase order and the vendor to make delivery.
2. Assist the Purchasing Department with specifications that require unique circumstances or a technical background.
3. When requested, supply the Purchasing Agent a list of anticipated requirements in advance.
4. Inform the Purchasing Department of any abnormal demands.
5. Under any circumstances, not to obligate Brazos County without a purchase order, except for an emergency purchase, as outlines in this policy.
6. Avoid illegal purchases including component, separate or sequential purchases.
7. Requisition items with a complete, clear, concise description of the item(s) or service(s) requested.
8. Transmit purchase orders and other necessary documents to the vendors in a prompt manner and communicate effectively to assure a successful purchase.
9. Plan ahead! Planning ahead allows for better products and services.

4.4.Purchasing Categories

The County has established various levels of purchasing categories that have been outlines below. The purchase of all goods and services described in this policy fall within one of the established categories. These categories are necessary in order to evaluate whether or not competitive bidding requirements apply to the purchase. If it is determined that competitive bidding requirements do not apply, then the purchase category will indicate what pricing information must be obtained from vendors before a purchase order can be placed.

When evaluating which category, a purchase will fall into, it is important to bear in mind certain requirements established by County Policy and State Law. The Texas Local Government Code §262.023 requires competitive bidding or proposals for all County purchases equal to $50,000.00 or more. The laws also prohibit the County from making "separate, sequential, or component purchases to avoid the competitive bidding requirements". A violation is a Class B or Class C misdemeanor. (LGC Section §262.034(a) and (c)). In addition, when federal or state money is used to fund a project, the limits and requirements of 2 CFR 200 or the applicable state requirements shall apply.

By routing all purchases through the Purchasing Department, it becomes possible for purchases of similar goods and/or services to be identified and the purchase from the same vendor to be noted. In this manner it becomes possible to identify areas where competitive bidding or proposals will be required.

THE PURCHASING AGENT RESERVES THE RIGHT TO DEVIATE FROM THE POLICY FOR ANY PURCHAES UNDER THE $50,000.00 COMPETITIVE BIDDING THRESHOLD, if it is in the best interest of the County, if it will facilitate specific County operations. If a deviation from the policy is required, the Purchasing Agent must authorize the deviation. The Purchasing Agent may request a written explanation as to why a deviation is requested, from the using department.

4.4.1. Category 1 – Purchase Less Than $2,500.00

The individual department head may exercise discretionary purchasing and acquisition of such purchases as authorized within the scope of this manual and within the authority provided within the current fiscal year budget. These purchases will be accomplished through the use of automated requisitions created and issued directly by the department and approved by the Department Head or their duly authorized representative and the Purchasing Department (County Local Government Code, Section §262.011(d). Competitive quotations are encouraged, but not required. All such purchases require a purchase order issued by the Purchasing Department.

4.4.2. Category 2 – Purchases $2,500.00 or More but Less Than $50,000.00

A minimum of three written quotations are required for purchases of good and services with a total cost of $2,500.00 or more, but less than $50,000.00. The ordering department may solicit the quotations or request the Purchasing Department's assistance. When the department requests the assistance of the Purchasing Department, the department must provide specifications or contract requirements. The department is responsible for initiating the requisition. The Purchasing Department reserves the right to secure specifications and solicit vendor responses through direct contact, Solicitation of Quotes, or informal quotes. All such purchases require a purchase order issued by the Purchasing Department. For all contracts under $50,000.00 for the purchase of supplies, materials, and equipment required or used and for all repairs to property used, the Purchasing Agent is authorized to approve and sign contracts.

4.4.3. Category 3 – Purchases More Than $50,000.00

Sealed competitive bids or proposals must be secured by the Purchasing Department for all transactions reasonably anticipated to be in the excess of $50,000.00. This category not only includes single product or service purchases, but several purchases with the same vendor for different products (See section on Competitive Bid Process). All purchases in this category require a purchase order issued by the purchasing department.

4.4.4. Category 4 – State or Cooperative Contract Purchases

The Purchasing Agent may execute all contracts for state or cooperative contract purchases that are procured in compliance with this chapter, including purchases in excess of $50,000.00, if funding for the purchase was previously approved by the Commissioners Court.

4.5. The Requisition Process

4.5.1. General Information

1. Local Government Code, Section §113.901 requires the use of requisitions.
2. Any commitment to acquire goods or services without an authorized purchase order is prohibited except as allowed in this policy for emergency situations and/or in times when downtime of equipment or idleness of that equipment would result in unnecessary hardship or expense to the County (see Emergency/Expedited Purchase Orders).
3. The following examples illustrate purchasing procedures that have as their intent, the avoidance of competitive bidding requirements. They are in violation of state statues (Local Government Codes, Section §262.023)
   a. <u>Component Purchases</u> – purchasing a series of components that normally would have been purchased as a whole
   b. <u>Separate Purchases</u> – purchasing an item in a series of separate purchases that normally would have been purchased in one
   c. <u>Sequential Purchases</u> – purchases made over a period of time that in normal purchasing practices would be made as one purchase
4. The requisition must be prepared far enough in advance of the Required Delivery Date (RDD) to enable the Purchasing Department to perform its duties, and to allow for delivery by vendor.
5. The department head, or duly authorized person within the department, initiates, prepares, and approves the requisition. **THE DEPARTMENT HEAD IS ULTIMATELY RESPONSIBLE FOR VERIFYING THAT SUFFICENT FUNDS ARE AVAILABLE TO COVER THE PURCHASE AND MAY BE PERSONALLY LIABLE FOR THE PAYMENT IF FUNDS ARE NOT AVAILABLE TO COVER THE PURCHASE.**
6. In order to ensure a timely purchase, a requisition must be completed totally and contain all required data, thereby allowing proper processing. (See Section on Requisitions for required content.)
7. The requisition should be completed prior to any purchase. Purchases made prior to requisition approval and issuance of a purchase order incur the risk of being rejected or not approved if they do not comply with this policy. This can result in any purchase being returned or personal liability for any expense not in conformance with this Purchasing Policy.
8. The Purchasing Department is available to assist end-user departments with vendor selection. Purchasing can refer users to vendors whose products or services have been satisfactorily utilized by other County offices.
9. If a trade-in is involved, requisitions must show the equipment number of the equipment to be traded in and the trade-in value. Items that lack an assigned equipment number should be identified on the requisition by the complete serial number, make, model, and any other pertinent descriptive information. Prior approval of the Purchasing Department is required. An asset disposition/transfer sheet shall also be completed, signed, and submitted to Purchasing.
10. Requisitions will not be approved by the Purchasing Department when it is noted that sufficient funds are not available.
11. It is recommended that each department maintain an internal control of its requisitions.

12. New Vendor Data Form. This form allows departments to begin purchases with companies or individuals with whom Brazos County has never done business. This process facilitates the setup of the vendor in the financial system. This form should be completed by the requesting department **BEFORE** the purchase of any product or service from such a company or individual. Completed forms are to be returned to the Treasurer's Office with an accompanying completed W-9. The W-9 and New Vendor Data Form are both available via the BC Web under the Treasurer's Department.
13. The Information Technology Department (IT) will review all purchase requests made by departments for all applicable IT purchases. The procedure to ensure compatibility and standardization is as follows:
    a. The Department will contact IT with a request for software and/or hardware.
    b. The IT Department will assist with these purchases, including assistance with quotes and technical aspects of the project, suggested wording for the requisition and account coding.
    c. All applicable purchased equipment and goods are to be received at the IT Department and the IT Department will distribute to the requesting department.

4.5.2. Requisition

1. Assuming the funds are available, the automated requisition is prepared using the County's financial software system. The requisition should be completed, utilizing as many of the electronic fields as possible, including but not limited to: vendor name, detailed description, quality, price, and requested delivery date.
2. With the automated requisition process, the Department will be able to approve the requisition electronically and the requisition will automatically be forwarded to the next approver.
3. Upon receipt of the requisition, the Purchasing Department will determine if all requirements have been met including quotes, if necessary, appropriate nature of the purchase and accuracy of the account codes. If all aspects are in order, Purchasing will approve the requisition and covert to a purchase order. It is the intention of the Purchasing Department to process all requests within a reasonable amount of time. If a request cannot be processed within a reasonable time, the department will be notified. If a requisition needs to be expedited, the department should call purchasing to notify them of this request.
4. Discrepancies in what is required and what is included in the requisition, accounts, etc. will be noted and the requisition will be rejected. The department will be responsible for correcting any issues and resubmitting.

4.5.3. Damage or Loss of County Property

1. When departments sustain loss or damage to County equipment or buildings, the funding for replacement or repair is coordinated through the Risk Management Department. The procedure is as follows:
    a. All damages to County property shall be reported to Risk Management. Report shall be made as soon as possible, but no later than 24 hours after occurrence. Motor Vehicle accidents that happen outside of normal business hours shall be reported immediately by contacting the Risk Manager.
    b. Claims Processing:

i. The Department will ensure that Risk Management is provided with a written summary of circumstances surrounding the accident with photos, if possible.
ii. Risk Management will obtain an accident report from the investigating agency.
iii. Depending on the extent of the damage, Risk Management will either obtain an adjuster through the responsible insurance company or coordinate with Fleet Services and the department to obtain an estimate of repair.
   (1) If an adjuster is not required, the vehicle is safely drivable, and county is obtaining a repair shop estimate, three (3) quotes will be required for any damages of $2,500.00 or more.
   (2) If not safely drivable and repairs are estimated to be in excess of $2,500.00, the Fleet Department and Risk Management will determine the best course of action and confirm with Purchasing.
   (3) Risk Management will review the three (3) estimates, then confirm with Fleet, the repair facility, with the lowest bid.
iv. Risk Management will complete a requisition to the Purchasing Department for repairs and include the estimate(s) as attachments to the requisition. Requisition will include a claim number if applicable.
v. Purchasing will issue a Purchase Order to Risk Management.
vi. SUPPLEMENT: Upon repairing the vehicle, if the repair facility finds more damage caused by the incident, they will submit a Supplement to the Fleet Department. Fleet will review and forward to Risk Management for approval. Once approved, Risk Management will request a Change Order to the appropriate purchase order with supplement estimate attached.
vii. Fleet will approve all work upon completion of repairs of the vehicle, and then submit the invoice for repairs to Risk Management for payment.
viii. Risk Management will request payment for the repairs against the appropriate purchase order designated for the damage.
ix. Risk Management will be responsible in seeking reimbursement for damages from either the responsible party (at fault), or responsible insurance agency. All reimbursement checks are to be received by Risk Management and then transferred to the County Treasurer for deposit. Risk Management will follow Auditors Office guidelines for depositing revenue of reimbursements.

c. <u>TOTAL LOSS</u>

Replacement of a total loss vehicle will be at the discretion of Commissioners Court.

A Vehicle is considered a total loss in Texas **when the cost of repairs plus the salvage value is at least 100% of the vehicle's actual cash value**. Actual cash value refers to how much the vehicle was worth immediately before the damage, while the salvage value is the vehicle's worth in its damaged state.

Once this is determined by the adjuster, they will forward a settlement amount for the ACTUAL CASH VALUE (ACV) to Risk Management and Fleet. If the County would like to retain the salvage, the settlement amount will be ACV less the average salvage value.

d. <u>COUNTY RETAINS SALVAGE:</u>

In rare occasions the County may decide to retain a vehicle that has been deemed a total loss by an insurance company. This determination will be made jointly by Fleet and Risk Management. Risk Management will contact Purchasing and forward information regarding the total loss and the salvage retention.

e. <u>INSURANCE / 3RD PARTY PICK UP OF SALVAGE VEHICLES:</u>

Risk Management will notify Purchasing that the vehicle is a total loss. Risk Management will send Purchasing all required information for the title to be completed and signed. The Purchasing Department will send the signed title, and a bill of sale, to Risk Management for release to the insurance company retaining the salvage.

i. Building or other Property Damage:

(1) All damages and incidents shall be reported to the department head or elected official and Risk Management immediately.

(2) Submit a written statement with photos of damages to Risk Management within 24 hours form the time of the incident/damage.

(3) Departments are responsible for notifying the Risk Management immediately if emergency repairs are necessary, to protect property or the safety of others as appropriate action should be taken immediately. In emergency situations, Risk Management will contact the Purchasing Agent for guidance with proceeding with emergency repairs. Risk Management will coordinate funds for emergency repairs through the Budget Office/Auditors Office and the Purchasing Department will enter all requisitions for emergency repairs. The Purchasing Department will coordinate payment of emergency repairs and send Risk Management all final documentation for insurance purposes.

(4) Cost for Repairs:

a) If damages exceed $2,500.00; three (3) quotes are required for repair and may require a contract depending on cost and repairs needed.

b) If damages exceed more than $24,999.00, a contract will be required and the Purchasing Department will determine the best possible route for quotes (BID, informal quotes, RFP, cooperative contract, etc.). The Purchasing Department will also determine if bonds shall be required for the repairs. Risk Management will determine insurance requirements for the repairs being contracted.

(5) For small repairs the affected department or Risk Management will enter the requisition with required information and submit the requisition for approval through the Purchasing Department.

(6) For large repairs, determined by Risk Management, requisition/Purchase Order will be entered and paid by the Purchasing Department.

(7) All reimbursements and/or settlement checks from the insurance company or responsible party for the damages will be sent to Risk Management. Risk Management will deposit the reimbursement check to the County Treasurer based on the County Auditor's office guidance.

(8) Once repairs are complete, after inspection from the Risk Manager, County Project Manager, and/or Safety Coordinator, Risk Management will notify the insurance

company and request depreciation (if applicable) to be funding to the County, to secure full payment from the insurance for damages.

4.6. The Purchase Order Process

4.6.1. General Information

1. The purchase order is a contract between the County and a vendor. A purchase order authorizes the vendor to both invoice and ship the materials or supplies specified. It is also the vendor's indication to expect timely payment if goods and/or services are rendered as specified on the purchase order. All purchase orders will be written concisely and clearly to avoid misunderstandings and unnecessary correspondence with vendors.
2. Several types of purchase orders exist. The Standard Purchase Order, the Blanket Purchase Order, and the Emergency Purchase Order are all available to be used depending on the individual situation and/or purchase being made.

4.6.2. Standard Purchase Order

The standard purchase order is used for routine purchases. It is the intention of the Purchasing Department to process all requests within a reasonable amount of time. If a request cannot be processed within a reasonable time, the department will be notified. The standard Purchase Order is the most commonly used.

4.6.3. Blanket Purchase Order

1. The blanket purchase order (sometimes referred to as an open purchase order) serves as a cost cutting tool. It is used to reduce both processing and reaction time, effort, and paperwork. It is a contract with a specific vendor that allows <u>frequent or small purchases</u> by department without going through repetitive bidding procedures, (e.g., annual contracts, or other situations approved by Purchasing). Blanket purchase orders are not to be used to circumvent the competitive pricing system employed by the County. Its general purpose is to eliminate numerous requisitions and purchase orders for small or frequent dollar items or services, and to allow for consolidation of the payment process.
2. The blanket purchase order will be used at the discretion of the Purchasing Department, when it is determined that to do so is in the best interest of the County.
3. Blanket purchase orders require a requisition with any purchase and must contain the same information as a standard purchase order. A concise description of the items or type of items being purchased must be included in the description area of the requisition.
4. A department may only issue one blanket purchase order for a given commodity to a specific type of vendor at any given time, unless deemed necessary by the Purchasing Department.
5. All requests for blanket purchase orders are to follow normal requisition procedures. Once received in the Purchasing Department, the Purchasing Agent/Buyer will convert the requisition to a purchase order. All blanket purchase orders will be encumbered.
6. Upon the approval and issuance of a blanket purchase order, the requesting department assumes several responsibilities. These include maintaining a running total of the purchases and ensuring that no "overruns" occur. The County is not responsible for any overruns of blanket purchase orders. The responsibility for payment rests with the department head.

4.6.4. Emergency Purchase Order

1. The Emergency Purchase Order is intended to be used in (1) a case of public calamity, where the prompt purchase of items is required to provide for the needs of the public or to preserve the property of the County; (2) a case where the item is necessary to preserve or protect the public health or safety of residents of the County; and/or, (3) a case where the purchase of an item is made necessary due to unforeseen damage to public property.
2. If an emergency arises during normal working hours, the affected department head, their authorized representative shall:
   a. Notify the Purchasing Department of the situation and possible cost, if known;
   b. Within the working day or not exceeding the next working day, the department will submit a requisition to Purchasing noting the reason for the emergency, and;
   c. A purchase order will be processed for the emergency by the Purchasing Department.
3. If an emergency should arise after regular working hours, the department head or their authorized representative may proceed with the emergency acquisition. As soon as practical the department should contact the Purchasing Department and enter a requisition for any expenses incurred. The time period for notification of the Purchasing Department should not exceed 48 hours.

4.6.5. Change Orders

1. Change orders are changes in scope, quantity, funding source, or price, to a purchase order or contract. Change orders shall not exceed 25% of the original purchase order or contract, except for unit price contracts bid by the Purchasing Department, Cooperative, or State contracts or exceptional situations previously approved by the Purchasing Department. The change order must not <u>substantially</u> deviate from the original intent or scope of the project.
2. The Purchasing Department shall be responsible for issuing all change orders. The Purchasing Department may approve change orders less than $50,000.00.
3. All change orders equal to $50,000.00 or more require the approval of Commissioners Court unless the purchase order is for goods or services purchases on a contract awarded by Commissioners Court. The Purchasing Agent reserves the right to require Commissioners Court approval on any change order in which they deem necessary.

4.6.6. Payment Authorization

Per Section §262.011(d) in the Local government Code, "the county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs". A payment authorization for a supply, material, equipment, or repairs to equipment, will be returned by the County Auditor's office to either get a purchase order, or to return the items. These payment authorizations cannot be placed on the agenda for approval as the County Auditor cannot approve or audit a claim that has not been incurred as provided by law. When it is necessary to seek approval of an appropriate expenditure of the County, this is accomplished as a payment authorization process. The Payment Authorization, with documents attached, is to be forwarded directly to the County Auditor's office for review and approval. Upon review by the County Auditor for budgetary compliance, the Payment Authorization is forwarded to the County Judge's office for approval. They County Judge's approval will place the Payment Authorization request to the Claims Register, at which time the Commissioners Court will perform the final approval and authorization to pay.

1. Several categories of expenditures by the County that qualify for payment authorizations are as follows:
   a. Postage
   b. Bank fees and credit card usage
   c. Travel expenditures
   d. Towing charges
   e. Employee reimbursements
   f. Community Service request
   g. Indigent health care payments
   h. Payroll withholdings for third parties
   i. General Obligation Bonds requirements
   j. Replenishing Imprest Funds (Confidential Funds)
   k. Juvenile Service-Child placements, support costs
   l. Payments to court reporters for transcripts
2. Travel expenditures should be completed as determined by the County's Travel and Mileage Policies.
3. Anticipated travel expenditures (air fare, hotel bill, or vehicle rental) should be direct billed to the County when possible. When direct billing has been arranged, the department is required to issue a Purchase Order to the vendor. In some circumstances when a County credit card is used, a purchase order should be completed with the credit card vendor as the vendor. This will allow the County Auditor's office to expedite payment when the invoice is received.
4. Expenditures ordered by a Court within Brazos County, by formal court order, do no require a requisition or purchase order. A signed copy of the magistrate's order is required to be delivered to the County Auditor for inclusion on the claims register.
5. Should an expenditure arise that is not covered above, the department should contact the County Auditor or the Purchasing Department for advice on how to proceed.

4.7. The Competitive Bidding Process

Before a county may purchase one or more items under a contract that will require an expenditure exceeding $50,000.00, the Commissioners Court of the County must:

- Comply with the competitive bidding or competitive proposal procedures prescribed by §262 of the Local Government Code;
- Use the reverse auction procedure, as defined by Section §2155.062(d), Government Code, or;
- Comply with a method described by Chapter §2269, Government Code.

The Purchasing Agent will determine the method of procurement, Invitation to Bid, Request for Proposals, Cooperative Contract Purchase, etc. and the Commissioners Court may change the method when considering the approval to advertise.

The Commissioners Court authorizes the Purchasing Agent to extend the opening date of a solicitation if an error is discovered or if it is in the best interest of Brazos County, or to preserve an equitable and fair bidding environment.

Respondents, vendors, their employees, and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Department, regarding any competitive bid from the issue date of the solicitation until scheduled oral presentations or date the Brazos County Commissioners Court meets to consider award of the bid (restricted contact period). Any such contact will be grounds for rejection of the respondent/vendor bid.

The following procedures will be adhered to when receiving bids:

- All bids will be received by the Purchasing Department.
- All bids will be receipted by recording the company name, method of transmittal, date/time received, according to the purchasing atomic clock (official time clock). This will be recorded on the bid roster sheet.
- No bids will be received after the opening time on the date of the bid opening.
- All bids will remain sealed until the advertised opening date and time.
- On occasion, bids may be received that are not sealed, or may be inadvertently opened. If this situation occurs, another Purchasing Department staff will be called immediately to act as a witness that the details of the bid were not reviewed and that the bid was again sealed by an employee of the Purchasing Department.

4.7.1. Competitive Bidding

1. All bidders will be provided with the opportunity to bid on the same items on equal terms and have bids judged according to the same standards as set forth in the specifications.
2. All bids shall be received in a fair and confidential manner.
3. Purchasing will place a formal request before Commissioners Court, requesting approval to advertise for bids. The Court may change the solicitation type at this time, for example requesting an RFP instead of Bid, and the Purchasing Department will comply.
4. The requesting department shall be responsible for establishing specifications and providing a complete written set of the specifications to the Purchasing Department. Specifications may

be written on a technical or functional basis. The use of brand names in the specifications shall be used for comparison use only and is intended to be descriptive, not restrictive. When developing specifications, it will be the Purchasing Department's responsibility to ensure that a fair, competitive environment exists. The Purchasing Department will finalize the specifications to ensure they are proper for inserting in the bid package. The procedure is jointly undertaken in order to establish a quality level of goods or services being procured.

5. Once bid specifications are approved by the user department, the advertisement and bid process begins. It is the desire of the Commissioners Court that the Purchasing Agent be the chief coordinator and operator of the bidding system. The Purchasing Agent takes no exception to this duty. The Purchasing Agent will be responsible for adherence to any and all legal requirements of competitive bidding. In addition, the Purchasing Agent will develop standard terms and conditions that will be used for all of the County's formal bidding situations.
6. In addition to soliciting vendors through newspaper advertisements, it will be the Purchasing Agent and the user department's responsibility to identify possible vendors who would be interested in submitting a bid to the Brazos County. The Purchasing Agent will be required to use pre-bid conferences when it is anticipated that they will be useful in answering vendor's questions and to ensure that the same information is disseminated equally. It is of the utmost importance that those who intend to bid, understand the County's needs. The Purchasing Department will document all material changes to bidding conditions or specifications resulting from pre-bid conferences, vendor inquiries, and all other reasons. These material changes shall be issued in an addendum by the Purchasing Department by posting said addendum on the bidding website.
7. It shall be the Purchasing Department's responsibility to receive all bids and to document such receipt on the date and time as advertised. Bids will be publicly opened and read aloud to all attending the bid opening. It will be the Purchasing Department's responsibility to coordinate with the user department a time to evaluate the bids. The County will follow the practice of using a total cost bid analysis for evaluating the lowest responsible bid, unless the bid specifications dictate otherwise. Once an evaluation has been prepared, the Purchasing Department will place a recommendation on the agenda to the Commissioners Court for consideration and award.
8. The Commissioners Court is required to approve the specifications and the award of bids for all purchases and contractual arrangements for goods and/or services that are in excess of $50,000.00. Upon approval by the Commissioners Court, the Purchasing Department or user department is responsible for the preparation of a formal purchase order. A copy of this purchase order and the County's acceptance will then be transmitted to the successful vendor.

4.7.2. Request for Proposal (RFP)

1. If determined by the Purchasing Department and consent is granted by the Commissioners Court, a Request for Proposal (RFP) will be utilized as the procurement method for a contract.
2. All bidders will be provided with the opportunity to bid on the same item on equal terms and have bids judged according to the same standards as set forth in the specifications.
3. All bids shall be received and handled in a fair and confidential manner.

4. At the time and date of the opening of proposals, all proposals will be opened and only the names of the submitting vendors will be read aloud. Proposals will be kept confidential until a contract is awarded by Commissioners Court. Trade secrets and confidential information contained in the proposals and identified as such. May be kept secret after award pursuant to the Government Code, Chapter 552.
5. A process similar to the sealed bid procedure may be used for the procurement of goods and services that are highly specialized and technical in nature – The RFP. The RFP process may also be used to purchase other items when the Purchasing Department determines, with the consent of Commissioners Court, that it is in the best interest of the County to do so. (LGC §262.030)
6. The user department shall consult with the Purchasing Agent before specifications are written for the RFP. Once proposals specifications are provided and approved by the user department, the Purchasing Department will incorporate these into the solicitation documents.
7. It is the desire of the Commissioners Court that the Purchasing Agent be the chief coordinator and operator for the bidding system. The Purchasing Agent takes no exception to this duty. The Purchasing Agent will be responsible for adherence to any and all legal requirements of competitive proposals. In addition, the Purchasing Agent will develop standard terms and conditions, that will be used for all of the County's formal bidding situations.
8. An evaluation committee will be approved by the Commissioners Court for the evaluations of all proposals.
   1. The Purchasing Department will be responsible for the coordination of the committee's activities, meetings, interactions with the proposing vendors, and assuring that all vendors are treated fairly and equitably.
   2. Committee members will be given adequate time to review the vendor proposals prior to formal evaluations.
   3. Proposals shall be evaluated according to the criteria set forth in the solicitation documents.
   4. The evaluations can be completed utilizing any of the following methods as determined by the Purchasing Department:
      a. Group consensus evaluations
      b. Group evaluation with independent scores averaged
      c. Independent written evaluations, or
      d. Any other method deemed fair and equitable to all vendors
9. Negotiations may be held with firms reasonably susceptible of being selected for award. The Purchasing Department will be responsible for the coordination of all negotiations with vendors.
10. Important distinctions between a normal sealed bid and an RFP include:
    a. Normal bids stipulate the award of the contract to the "lowest and most responsible bidder". An RFP permits price and other factors to be considered, allowing a contract award to a vendor other than the one offering the lowest price. These evaluation factors will be discussed with the user department, finalized by the Purchasing Department, and included in the RFP.

b. Normal bids utilize detailed specifications about the nature of the good and/or services required by the County. An RFP may specify only the function to be served by the goods and/or services, leaving the vendors to determine how to best achieve the desired function.
c. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price, and other evaluation factors set forth in the request for proposals.

4.7.3. Electronic Bids

1. The Purchasing Agent, before receiving electronic bids or proposals, shall adopt procedures in conformance with §262.011(0) Local Government Code to ensure the identification, security, and confidentiality of electronic bids or proposals.
2. General Statement
   a. Electronic sealed bids or proposals shall be in accordance with Section §262.0235 of the Local Government Code requiring the identification, security, and confidentiality of electronic bids or proposals to remain effectively unopened until the proper time.
   b. Electronic reverse auctions shall be in accordance with Section §271.906 of the Local Government Code as defined in Section §2155.062(d) requiring a real-time bidding process taking place during a previously scheduled internet location with multiple suppliers, anonymous to each other, submitting bids to provide goods or services.
3. Procedures
   a. *Identification* – Invitations to Bid and RFPs will be advertised and issued in the current manner. A notification will be added to bid terms and conditions stating vendors should submit responses electronically through the County's Application Service Provider (ASP) at the appropriate electronic address listed.
   b. *Security* – At specified bid closing time, a *password-enabled* employee in the Purchasing Department will open, download, and print all bids and the bid tabulation summary assembled by the County's application service provider. The printing operation will occur in the controlled environment of the Purchasing Department. A bid submitted non-electronically within the bidding period will be considered as per the bid and/or proposal document terms and conditions. All bids submitted electronically will use the Advanced Encryption Standard (AES), a Federal Information Processing Standard (FIPS) that specifies a cryptographic algorithm for use by the U.S. Government organizations to protect sensitive (unclassified) information.
   c. *Confidentiality* – Bids will remain effectively unopened and confidential until the specified time and date. Purchasing staff will then read aloud all bid responses received by closing time and date to interested parties present at the bid opening. After tabulation of bids or proposals, staff will post bid tabulation electronically with a qualifying statement: "The tabulation listing of a bid should not be construed as a comment on its responsiveness or an indication that the County accepts such bid as responsive. After evaluation bids or proposals, the County will post tabulation and staff award recommendation of the contract on the County's Purchasing website and through its application service provider.".

4.7.4. Reverse Auction Types

1. *"Real-time" Bidding Process* – Reverse Auctions will be advertised and issued in the current manner as are Invitations to Bid and RFPs. A notification will be added to bid terms and conditions stating vendors should submit responses electronically through the County's application service provider at the appropriate electronic address listed. The real-time bidding process will usually last up to one (1) hour, or normally up to two (2) weeks, and take place during a previously scheduled period and internet location.
2. *Multiple Bidders* – Purchasing staff along with its selected applications service provider shall ensure that multiple, qualified bidders are available, interested, and notified electronically or otherwise of any current reverse bidding opportunity. A notification will be added to bid terms and conditions stating vendors should submit responses electronically through the County's application service provider at the appropriate electronic address listed.
3. *Anonymous Bidders* – The County's selected applications service provider shall ensure the anonymity of all responding bidders through the assignment of a "Bidder Number" to the Vendor (as opposed to their Vendor name) which will be reflected on the ASP's web-site during the reverse auction bidding process. The ASP website will reflect all active Vendors bidding by (1) the Vendor's assigned Bidder name and (2) their last entered bid price. After tabulation of bids, staff will post bid tabulation with the same qualifying statement as expressed above.

4.7.5. Cooperative Purchasing Program

Brazos County may participate in a cooperative purchasing program with another local government or a local cooperative organization in conformance to Section §271.102 Local Government Code.

1. A local government that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the signing local government will:
   a. act under the direction of Commissioners Court in all matters relating to this program;
   b. payments to be made must be in compliance with the agreement between local government or a local cooperative organization;
   c. will be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery, as provided in the cooperative agreement;
   d. will make certain that all goods purchased by the agreement will satisfy any state law requiring Brazos County to seek competitive bids for the purchase of the goods and/or services.

4.7.6. Professional Services

1. General
   a. These services are characterized by their reliance on mental or intellectual skills, often accompanied by formal certification or licensing by a state or other regulatory agency. Examples of professional services include, but not limited to, accounting, architecture, economics, engineering, financial advisory services, law, laboratory services and consulting, medicine, surveying, etc.

b. State law exempts the procurement of these services from competitive bidding requirements (Professional Services Act, VCTS). This means that professional service consultants should be selected on the basis of demonstrated competence and qualifications, then price. User departments should negotiate fees on the basis of what is fair and reasonable for similar services, rather than on a low bid basis.
c. To maintain the standards of the procurement process, it is the intent of the Commissioners Court, that the Purchasing Department administer the RFQ process, both formal and informal.

2. Informal Selection
   a. The following process should be followed in the section of the consultant involving the anticipated fee of less than $50,000.00. First, initial selection of the consultant bases on demonstrated competence and qualifications. Price should not be considered at this time. The second step includes negotiating an acceptable fee structure with the selected consultant. If the fee negotiations are not acceptable, then the fee negotiation process should be undertaken with the second most qualified consultant. Negotiations should continue with prospective consultants until an agreement can be reached. Third, the negotiated contract and fee structure document, once approved by the committee, should be placed on the agenda of the Commissioners Court for approval, acceptance, and signing.
3. Formal Selection Procedure
   a. When a user department wishes to initiate an RFQ to procure professional services anticipated to exceed $50,000.00, it should submit the following information to the Purchasing Department:
      i. A description of the project or the activity to be undertaken.
      ii. An estimate of the cost of construction, including an estimate of the cost for the consultant, for projects involving construction.
      iii. A statement of the available funds for the program in the current operating budget.
      iv. A description of the minimum and desirable qualifications for the consultant.
      v. An outline of the type of information (e.g., education, professional memberships, results of similar projects, references) to be submitted by the consultant for evaluation.
   b. The Purchasing Department will prepare a draft RFQ to be reviewed and approved by the user department. Once approved, the Purchasing Agent will ask Commissioners Court for approval to advertise. The Purchasing Agent will then place advertisements in the paper and distribute RFQs to potential consultants.
   c. All bidders will be provided with the opportunity to bid on the same items on equal terms and have bids judged according to the same standards as set forth in the specifications.
   d. All bids shall be received and handled in a fair and confidential manner.
   e. At the time and date of the opening of proposals, all proposals will be opened and only the names of the submitting vendors will be read aloud. Proposals will be kept confidential until a contract is awarded by Commissioners Court, except for trade secrets and confidential information contained in the proposals and identified as such.
   f. It is the desire of the Commissioners Court that the Purchasing Agent be the chief coordinator and operator for the bidding process. The Purchasing Agent takes no exception to this duty. The Purchasing Agent will be responsible for adherence to any and all legal

requirements of competitive proposals. In addition, the Purchasing Agent will develop standard terms and conditions, that will be used for all of the County's formal bidding situations.

g. An evaluation committee will be approved by the Commissioners Court for the evaluation of all proposals.
   i. The Purchasing Department will be responsible for the coordination of the committee's activities, meetings, interactions with the proposing vendors, and assuring that all vendors are treated fairly and equitably.
   ii. Committee members will be given adequate time to review the vendor proposals prior to formal evaluations.
   iii. Proposals shall be evaluated according to the criteria set forth in the solicitation documents.
   iv. The evaluations can be completed utilizing any of the following methods as determined by the Purchasing Department:
      (1) Group consensus evaluations
      (2) Group evaluation with independent scores averaged
      (3) Independent written evaluations, or
      (4) Any other method deemed fair and equitable to all vendors
h. Negotiations may be held with vendor that is evaluated and granted the largest number of points. The Purchasing Department will be responsible for the coordination of all negotiations with vendors.
i. In the event that a contract cannot be negotiated with the most highly qualified provider, negotiations will be formally ended with that provider and the County will attempt to negotiate a contract with the next most highly qualified provider. This process will continue until a contract can be agreed upon.
j. Commissioner's Court approval is required of the final contract.

4.7.7. Local Preference

1. In a County with a population of 300,000 or <u>less</u>, statute §271.905(b) in the Local Government Code reads; "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government and whose bid is within three percent (3%) of the lowest bid price received by the local government from a bidder who is not a resident of the local government, the local government may enter into a contract with:
   a. The lowest bidder; or
   b. The bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenue of the local government."

4.7.8. Special Project Contracts (CIP or Capital Projects)

Expenditures from contracts approved by Commissioners Court for special, one-time projects, will be monitored by the Purchasing Department to ensure that the total amount expended does not exceed the dollar approved. The Purchasing Department will also monitor these contracts for end of year budgeting process. Only contracts specifically designated by Commissioners Court by inclusion in the CIP portion of the approved budget or at the request of Commissioners Court, will be monitored in this manner.

1. Procedure
    a. Purchasing will assist the Department, if requested, with obtaining any quotes needed for submission to the Budget Office for inclusion into the CIP process.
    b. If Commissioners Court approval is granted, and an item is included in the fiscal year CIP program, Purchasing will assist the department with the necessary steps to purchase the goods and/or services approved. This includes obtaining quotes, determining the contract requirements, issuing a formal or informal solicitation, or other necessary required steps.
    c. The Purchasing Department stay kept in constant communication with the user department throughout the process. The timeframes communicated to Purchasing are important to maintain the schedule balance due to the number of projects. If a department fails to uphold their task items and schedule for a project, the project may be delayed by Purchasing.
    d. As work proceeds on approved CIP item invoices received by the Auditor's Office will be transmitted to the Department for verification that a partial payment is warranted. The Department will then forward the invoice bearing Department approval signature to Purchasing. The Purchasing Department will submit the invoice, along with a copy of the Purchase Order, and other necessary documentation to the Budget and Auditor's Office to request that the partial or final payment be made to the Vendor.
    e. Accurate records will be maintained by the Purchasing Department as to the available balance remaining on the Purchase Order. The Purchasing Department will keep the Department appraised of available balance as funds are expended, to ensure the balance is not exceeded.
    f. The Purchasing Department will assist during budgeting process, determining the remaining balance of contracts for carry over.
    g. If an item is approved by Commissioners Court and included in the budget, but later needs to be amended, either by type, kind, or price, that change must be requested from the Department or Commissioners Court, on the Agenda. If approval by Commissioners Court, the Purchasing Department will make the necessary modifications.
    h. Patrol vehicles will be purchased and equipped according to the standardization most recently approved by the Commissioners Court.

4.7.9. Bid Protests

1. Protest Procedures
    a. Vendors aggrieved in connection with a specific solicitation, evaluation, or the award of any bid, purchase order, or contract, may formally protest to the Purchasing Agent only if the Vendor has reason to believe that, with respect to a specific solicitation, (a) there was

a material violation of state or federal statutory requirements, the Purchasing Department rules and regulations, or the Code of Ethics (including the Restricted Contract Period), or (b) the procurement process that may give an unfair advantage or disadvantage to one or more Vendors include, but are not limited to, the following:

i. The specification unfairly limits competition for no legitimate purpose;
ii. The contract award is compromised by improprieties in post-award negotiations;
iii. The evaluation factors or criteria are applied in a manner that is different than disclosed in the solicitation; and
iv. These are irregularities in the receipt or opening of solicitation responses.

b. Protests must be in written form and must contain the following information (if applicable):
   i. The protesting Vendor's name, address, telephone number, fax number, and email address;
   ii. The identifying number of the solicitation and/or contract;
   iii. The date the Vendor became aware of the facts forming the basis of the protest;
   iv. A detailed statement of the factual grounds for the protest, including copies of any relevant documents or evidence and the statute, rule, or regulation that was violated, if applicable; and
   v. A sworn certification that the protest is brought in good faith and for good cause. If a protest is based on an ambiguity or a problem in a solicitation, and is made after the solicitation response deadline, it must also include a certification that the protesting Vendor was not aware of the ambiguity or problem (and did not have an opportunity to ask for clarification or a correction) before the solicitation response deadline.

Protests must timely raise all claims and describe the evidence supporting those claims with specificity. Any claims that are not timely raised may be deemed waived. In the event of a protest during a solicitation response period, a protesting Vendor who whishes to continue in the solicitation process during such protest must still submit a bid or proposal according to the rules set forth in the solicitation.

Protest, including any protest appeals requests, must be sent, by mail or email, to the Brazos County Purchasing Agent at 200 S. Texas Ave, Suite 352, Bryan, TX 77803 or the Purchasing Agents email, found on the Brazos County website. Mail-in requests must be postmarked and email requests must be received by the Purchasing Agent no later than (a) five (5) business days after the date that the protesting Vendor knew or should have known of the facts giving rise to the protest, or (b) before the contract is awarded, if the Vendor is aware of the facts giving rise to the protest prior to the contract award, whichever is earlier. It is the responsibility of the Vendor to ensure that solicitation protests are delivered to the **Purchasing Agent within the time period stated herein. Protests that are late or delivered to an incorrect address or individual, or that otherwise do not comply with these rules (including providing the sworn certification as described above), will be declared invalid.**

Written Decision. All protests will be initially reviewed by the Purchasing Agent, who must rule on the protest and provide a written decision, including the reasons for the decision and the decision date, to the protesting Vendor within ten (10) business days (the

"Written Decision"). Any appeal of the Written Decision must be made within five (5) business days of the receipt thereof.

Appeals Process. Appeals of the Written Decision should be sent to the Purchasing Agent at the address above, who shall notify the Appeals Committee, consisting of the General Council, County Auditor, and the County Judge. The Purchasing Agent shall serve as staff to the Appeals Committee and will be present at the Appeals Hearing. The protesting Vendor shall be notified of the time and place of the Appeals Hearing and will be provided an opportunity to present arguments. The documentary evidence at the Appeals Hearing is limited to the documentary evidence submitted for the original protest unless, for good cause shown, the Appeals Committee grants authority for the protesting Vendor to provide additional documentary evidence. The protesting Vendor shall seek approval to submit additional documentary evidence for good cause as soon as possible, but no later than (a) five (5) days before hearing, or (b) within seventy-two (72) hours from when the protesting Vendor knew or should have known about the additional evidence, whichever period is shorter. The request should include copies of the additional documents that the protesting Vendor seeks authority to use at the hearing. The Appeals Committee may appoint an independent hearing examiner to conduct the hearing and provide a written recommendation, if needed. A written final decision, including the reasons for the final decision and the decision date, will be provided to the protesting Vendor within ten (10) business days of the Appeals Hearing (the "Final Decision"). Requests for an appeal of the Final Decision must be mailed or emailed to the Purchasing Agent within five (5) business days of the Final Decision, who will notify the Commissioners Court of the request.

A Commissioners Hearing may take place at the discretion of the Commissioners Court. A single vote of a Commissioner on the Commissioners Court is required for a Hearing to be granted. The Commissioners may, at any time during the process, review the written record of the previous decisions on the matter. All decisions of the Commissioners Court, including whether to allow a Commissioners Hearing, are final.

Right to Appear before the Commissioners Court. All individuals and entities have the right to an appearance before the Commissioners Court subject to the rules of the Court, this Code of Ethics, and, during an Active Solicitation, the Restricted Contract Period provisions in the above. However, a protesting Vendor does not have an automatic right to Commissioners Hearing on any protest appeal under this Code of Ethics, which will be granted only at the discretion of the Commissioners Court.

Notification. Protest hearings are open to the public. Public notification of any hearings, including Appeals Hearings and Commissioners Hearings, shall be posted on the Brazos County Purchasing website at www.brazoscountytx.gov.

Solicitations and Contracts Pending. Filing a protest under this Section will not trigger an automatic stay of any procurement process or contract award. It is in the discretion of the Purchasing Agent and the Commissioners Court whether to stay any procurement process or contract award with respect to any Vendor protest. Whether a stay is granted shall not compromise any protesting Vendor's right to the protest procedures outlined herein.

Records. Records of all protests, including the protest filed, related evidence, and any Written or Final Decisions (including the outcome of any Commissioners Hearing, if applicable) will be maintained by the Purchasing Department for a period of no less than four (4) years.

c. **Training.** Procurement Professionals shall participate in regular training courses to ensure their knowledge and understanding of this Code of Ethics, as well as to enhance their skills, learn best practices, and better perform their duties related to contracting and contract solicitation.

d. **Vendor Disqualification, Debarment, and Contract Voidance.** The Commissioners Court and the Purchasing Agent may disqualify or debar a Vendor, its partners, principals, members, directors, officers, responsible managing employees, agents, successors-in-interest, and other affiliates from bidding on or entering into contracts with the County (including participating as a subconsultant or sub-contractor, or providing goods, services, materials, equipment, or other benefits to the County project). Successors-in-interest include, but are not limited to, any person with interlocking management or ownership, identity of interests among relatives (as defined herein), shared facilities and equipment, common use of employees, or a business entity organized subsequent to the debarment or other action under this section that has the same or similar management, ownership, or principal employees as the debarred Vendor.

Disqualification. A Vendor may be disqualified from submitting a bid or proposal on and/or competing for any Active Solicitation(s). Vendor's disqualification includes any Related Solicitations.

Debarment. A Vendor may be debarred from participating in the County procurement process from signing any new contracts with the County for a period of no more than three (3) years per violation. If a Vendor has been disqualified more than three (3) times in a three (3) year period, the Vendor will be automatically debarred provided that the Vendor is given written notice and an opportunity for a hearing in advance of the debarment.

Contract Voidance. Any contracts awarded to a Vendor who is subsequently disqualified or debarred are voidable at the discretion of the Commissioners Court.

Grounds. The following actions constitute a nonexclusive list that may be grounds for disqualification, debarment, or voidance of a contract:

i. Unsatisfactory performance of a contract or a history of unsatisfactory performance;
ii. Continued acceptance of goods, services, or Vendor performance under the contract that may constitute a hazard to health, safety, welfare, or property;
iii. Failure to provide contracted services or failure to comply with the terms and conditions of any contract;
iv. Refutation of an offer by failure to provide bonds, insurance, or other required certificates within a reasonable time period;
v. Unwillingness to honor a binding bond;
vi. Knowingly and intentionally providing false information, whether during the procurement process or otherwise;
vii. Violation of the Restricted Contract Period;

viii. Violation of any other statute, rule, regulation, or order related to gifts, gratuities, favors, or bribes;
ix. Debarment by any other local, state, or federal governmental entity;
x. Violation of this Code of Ethics;
xi. A finding of guilt, whether by verdict or plea or nolo contendere, to a felony or Class A or B misdemeanor for any violation involving charges of fraud, bribery, collusion, larceny, theft of services, coercion, conspiracy, payment of kickbacks, violation of antitrust laws, or any charges involving moral turpitude, or any other criminal act based on an intent to commit fraud in the procurement or performance of any governmental contract or to defraud any governmental entity in the provision of goods or services; or
xii. Commission of any of the above acts in any other contracting or procurement process with any other governmental entity.

While these actions may be grounds for disqualification or debarment, the Commissioners Court and the Purchasing Agent may decide to disqualify or debar a Vendor or other individual for any reason at any time.

Notice. The Purchasing Agent will notify the Vendor by the most expeditious method available, including, but not limited to, telephone, e-mail, and fax, of the potential disqualification, debarment, or contract voidance. In addition to the most expeditious method, the Purchasing Agent shall also notify the Vendor in writing via certified mail, return receipt requested.

Debarment/Disqualification Procedure. The Purchasing Agent will notify the Vendor that (a) the Vendor is subject to being disqualified or debarred; (b) the basis for the potential disqualification or debarment, which shall be in terms sufficient to apprise the Vendor of the conduct or transaction(s) upon which the disqualification or debarment is based; (c) the effective date of the potential disqualification or debarment, which may be immediately, and if applicable, the duration of the debarment; and (d) that the Vendor has seventy-two (72) hours to respond from the time of notice, upon which, if no response has been received by the Purchasing Agent, no further action may be taken by the Vendor and the disqualification or debarment shall be in effect. The Vendor is presumed to have received notice upon receipt of fax or email confirmation or receipt returned by U.S. mail, whichever period is shorter. The Vendor response, if any, should include a response to each reason for the disqualification or debarment that the Purchasing Agent cites in the notice and shall include all facts and evidence that the Vendor believes are relevant, including any supporting documentation. The Purchasing Agent will review the Vendor's response, if any, and shall determine within three (3) business days of the response deadline if the disqualification or debarment shall be in effect (the "Final Decision"). The Purchasing Agent will notify the Vendor of the Final Decision by the most expeditious method available, and in writing via certified mail, return receipt requested.

Contract Voidance Procedure. The Purchasing Agent (with the Commissioners Courts approval) will notify the Vendor that (a) it is being investigated for potential contract voidance; (b) the basis for the contract voidance, which shall be in terms sufficient to apprise the Vendor of the conduct or transaction(s) upon which the contract voidance is based; and (c) that the Vendor has ten (10) business days to respond from the time of notice, upon which, if no response has been received by the Purchasing Agent, no further action may be taken by the Vendor, and the contact will be void. The Vendor is presumed to have received notice upon receipt of fax or email confirmation or receipt returned by U.S. mail, whichever period is shorter. The Vendor response, if any, should include a response to each reason for the contract voidance to the Purchasing Agent cites in the notice and shall include all facts and evidence that the Vendor believes are relevant, including any supporting documentation. The Purchasing Agent and the Commissioners Court will review the Vendor's response, if any, and shall determine withing fourteen (14) business days of the response deadline if the Vendor's contract should be voided (the "Final Decision"). The Purchasing Agent will notify the Vendor of the Final Decision by the most expeditious method available, and in writing via certified mail, return receipt requested.

Appeals Process. Vendors who submit an initial response to a disqualification, debarment, or contract voidance notice may appeal any Final Decision within five (5) business days after notice of the Final Decision is received. All appeals under this Section shall be subject to the Appeals Process as described above.

Appeal requests should include the following information:

i. The Vendor's name, address, telephone number, fax number, and email address;
ii. The Vendor's response to each complaint or allegation forming the basis of the disqualification, debarment, or contract voidance, including all facts and evidence that the Vendor believes are relevant and any supporting documentation;
iii. Any mitigating circumstances, including impossibility, force majeure, or mutual mistake;
iv. Any remedial measures taken by the Vendor, including immediately identifying and remedying the cause of the failure to perform, disciplinary actions against responsible individuals, or cooperation with County investigations; and
v. A sworn certification that the appeal is brought in good faith and that the factual statements in the appeal are true and correct.

Failure to file a timely, compliant appeal of any disqualification, debarment, or contract voidance (including providing the sworn certification as described above) waives any right to an appeal.

4.8. Credit Card Policy

4.8.1. Statutory Basis

Section 262.001 of the Local Government Code states in part "(1) The county purchasing agent may have assistants to aid in the performance of the agent's duties. A person who is authorized by the county purchasing agent to use a county purchasing card while making a county purchase is considered an assistant of the county purchasing agent to the extent the person complies with the rules and procedures prescribed for the use of county purchasing cards as adopted by the county purchasing agent under Subsection (o). The county purchasing agent and assistants may have any help, equipment, supplies, and traveling expenses that are approved and considered advisable by the board that appointed the agent"

"(o) The county purchasing agent shall adopt the rules and procedures necessary to implement the agent's duties under this section subject to approval by the commissioner's court. Notwithstanding Subsection (f) or other law, rules, and procedures adopted under this subsection may include rules and procedures for persons to use county purchasing cards to pay for county purchases under the direction and supervision of the county purchasing agent."

As provided for the Vernon's Texas Code Annotated, the Commissioner's Court has the expressed oversite responsibility for all credit cards and credit accounts in the name of Brazos County and will be responsible for the distribution and use of the cards. Commissioner's Court delegates this responsibility to the Brazos County Purchasing Agent.

4.8.2. General Policy

Establishment and authorization for all County credit accounts must be made through the Purchasing Agent. Credit accounts and purchases not contemplated by this policy are unauthorized and all payments associated with such accounts will be denied by the County Auditor and placed on Commissioner's Court agenda for determination of public purpose and approval.

Employees who have credit card privileges are personally responsible for all charges associated with the credit card. The County will not be responsible for any late charges and/or interest charged to the card. Responsibility for such charges will fall to the party responsible for their creation. Employees are encouraged to follow this policy and provide receipts and corresponding tickets promptly for payment of said charges.

Interest charges incurred by a department neglecting to submit payment authorizations in a timely fashion will be the personal responsibility of the department head. Finance charges incurred because of delays in processing the requisitions will be borne by the department responsible for the delay. Employees using a credit card for purchases that are subsequently deemed to be an inappropriate use of departmental funds will be responsible for payment and said charges and will be disciplined within department guidelines. The Commissioners' Court will determine the final decision of appropriate or inappropriate use.

An employee who uses a departmental credit card illegally may be terminated from employment and the matter will be referred to the appropriate prosecutor's office for possible criminal charges.

4.8.3. Requesting a County Credit Card

Credit Card requests should be made through the purchasing department. A letter must be sent by the department head on County letterhead. It will need to state who the card should be issued to, the purpose that it is needed, and the credit limit requested. Credit Cards for most departments have a $1,000.00 limit. Once received by the Purchasing department, the request will be put on the Commissioners' Court Agenda for approval.

In the event the credit card is issued to a county employee or elected official, it is expected that the card will remain in the individual's possession or under their direct control and be presented upon request.

4.8.4. Use of County All Purpose Credit Cards

County All Purpose Credit Cards should only be used for vendors that do not accept purchase orders. An itemized purchase order should still be obtained to the credit card vendor and be approved by the purchasing department.

The following types of purchases are generally acceptable for credit card use:

1. Hotel expenses for travel and training
2. Gas for out-of-town travel in departmental cars or vans
3. Gas for rental car travel
4. Securing travel arrangements
5. Registration for training and conferences
6. Online software purchases (IT Only)
7. Drinks for Jurors
8. Other items must be pre-approved by the purchasing department

Expenses NOT acceptable for credit card use:

1. Tips
2. Alcohol
3. Room Service
4. Entertainment
5. In room pay-per-view movies
6. Food at gas stations or drive-in groceries
7. Any other purchases not approved in advance by the purchasing department

4.8.5. Wal-Mart Credit Cards

Wal-Mart requires the County to have a credit card account for purchases in addition to a county purchase order. The Wal-Mart credit cards are maintained by the purchasing department and can be checked out for a twenty-four (24) hour period by a department by presenting either a blanket or itemized purchasing order. In some instances, the Purchasing Agent may determine that a department has sufficient purchasing needs to warrant departmental possession of a Wal-Mart credit card. All Wal-Mart purchases shall be submitted for payment within five (5) days of purchase and should include the original receipt as documentation of the purchase.

4.8.6. Credit Applications

Periodically the County may choose purchase goods and/or services from a vendor that does not accept purchase orders without a credit agreement. All such credit agreements are to be completed by the purchasing department and signed by the County Judge.

4.9. Code of Ethics

1. Purpose
   a. Brazos County (the "County") requires ethical conduct from those who represent the County and those who do business with the County. It is a breach of the public trust to subvert the procurement process, including the competitive bidding process, whether by bribes, kickbacks, preferential treatment, or any other means. To improve procurement practices, the Brazos County Purchasing Code of Ethics, outlined below, is being adopted by the County.
2. Statement of Purchasing Ethics Policy
   a. It is the policy of the County to ensure that the following ethical principles govern the conduct of all individuals and entities involved in the County's procurement process, including, but not limited to, solicitations for bids for goods or services, request for proposals (RFPs), and requests for qualifications (RFQs). The County Purchasing Code of Ethics ("Code of Ethics") shall be committed to and upheld by any individual engaged with this process. This Code of Ethics applies to:
      i. Vendor – Any individual or entity, or any individual's or entity's employees, agents, representatives, or any other individuals or entities acting on their behalf (whether paid or unpaid), not employed by the County but involved, directly or indirectly, currently or prospectively, in bidding or contracting with the County.
      ii. Procurement Professional – Any County employee involved, directly or indirectly, with the development, preparation, solicitation, negotiation, evaluation, recommendation, approval of, or contracting of County purchasing projects, excluding County Elected Officials (as defined below). Purchasing Department Professionals include, but are not limited to, members of the County Purchasing Department, the head of the Purchasing Department ("Purchasing Agent"), members of the evaluation committee, county administrators, department heads, and staff.
      iii. Elected Official – Any County elected official involved, directly or indirectly, with the development, preparation, solicitation, negotiation, evaluation, recommendation, approval of, or contracting of County purchasing projects. County Elected Officials may include, but are not limited to, the County Commissioners Court, the County Judge, and any other County elected officials.
3. Active Solicitations
   a. A contract solicitation is considered active in terms of this Code of Ethics from the time it is briefed to the Commissioners Court until ten (10) days after (a) the contract has been awarded by the Purchasing Department or the Commissioners Court, (b) the contract is executed between the County and the winning respondent, or (c) the Commissioners Court determines not to go through with the solicitation, whichever represents the final act in any procurement process (an "Active Solicitation"). If the County withdraws a solicitation or rejects all responses with the stated intention to reissue the same or a similar solicitation for the same or a similar project (a "Related Solicitation"), the solicitation remains an Active Solicitation during the time period between the withdrawal and the reissue.

Whether a solicitation constitutes a Related Solicitation will be determined at the discretion of the Purchasing Agent.

4. Conflicts of Interest
   a. Vendors, Procurement Professionals, and Elected Officials shall avoid any activities, transactions, contracts, or communications that compromise the interests of the County or the procurement process or give the appearance of impropriety. Conflict of interests may include, but are not limited to, instances in which:
      i. Procurement Professionals, Elected Officials, or any of their respective relatives (which, for purposes of this Code of Ethics, shall include any person within a third degree of consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code), significant others/partners, other close personal relations, business partners, staff, or other agents acting on their behalf, have an interest in, or are connected with, a contract or solicitation for the purchase of goods or services by the County;
      ii. Vendors, Procurement Professionals, Elected Officials, or any of their respective relatives, significant others/partners, other close personal relations, business partners, staff, or other agents acting on their behalf, solicit, offer, give, accept, or receive anything of value (including a promise, obligation, loan, reward, gift, or compensation) to or from a person who is involved with, or intending to be involved with, whether directly or indirectly, a current or future contract or solicitation with the County;
      iii. Procurement Professionals, Elected Officials, or any of their respective relatives, significant others/partners, other close personal relations, business partners, staff, or other agents acting on their behalf, are involved with a business or organization that has a financial interest in the outcome of any particular solicitation or contract selection process with the County;
      iv. Procurement Professionals, Elected Officials, or any of their respective relatives, significant others/partners, other close personal relations, business partners, staff, or other agents acting on their behalf, are involved in negotiating for prospective employment, or are currently employed with, an individual business, or organization that has a financial interest in the outcome of any particular solicitation or contract selection process;
      v. Vendors, Procurement Professionals, Elected Officials, or any of their respective relatives, significant others/partners, other close personal relations, business partners, staff, or other agents acting on their behalf, use confidential information (as defined above) acquired from the County for actual or anticipated gain or benefit in a current or future contract or solicitation with the County.

      Notice Required – If a Vendor, Procurement Professional, or Elected Official obtains knowledge of a potential conflict of interest, that individual shall notify the Purchasing Agent in writing within seven (7) business days after receiving such knowledge, unless circumstances (such as a pending vote on a solicitation by an evaluation committee or the awarding of a contract by the Commissioners Court and/or the Purchasing Department) require immediate notice.

      Recusal – If the Purchasing Agent (or, in the event that the Purchasing Agent may have a potential conflict of interest, the Commissioners Court) determines that a conflict of interest does exist, the conflicted individual must recuse themselves from the contract or procurement process and any related activities, including, but not limited to, any duties imposed by this Section.

Conflict of Interest Questionnaire – As required by Chapter 176 of the Texas Local Government Code, certain Vendors, Procurement Professionals, and Elected Officials are required to complete and file a Conflict of Interest Disclosure with the County Clerk at 300 E 26th Street, Suite 1430, Bryan, TX 77803 (the form is available online on the Brazos County Purchasing Department's website). It is the duty and responsibility of anyone required to file a Conflict of Interest Disclosure under Chapter 176 to keep this Disclosure up-to-date and accurate. Failure to do so may lead to disqualification from a contract or procurement process and may void current contracts with the County.

Disclosure of Interested Parties – As required by Chapter 2252 of the Texas Government Code, Vendors who are awarded contracts by Commissioners Court on or after January 1, 2016 must disclose a list of interested parties to the County before they are allowed to enter into the contract. The disclosure must include a list of any party who has a controlling interest in the Vendor or who actively participates in facilitating the contract or negotiating its terms. The required form will be available through the Texas Ethics Commission's website www.ethics.state.tx.us/.

5. Gratuities
   a. Procurement Professionals and Elected Officials involved in the procurement decision-making process shall not solicit or accept money, loans, gifts, meals, entertainment, lodging, favors, offers of employment (for themselves or for other individuals or entities), promises, obligations, or anything of value from Vendors during a Restricted Contract Period that could influence or appear to influence a specific purchasing decision. Generally, goods or services with a value of $75.00 or less in the aggregate from a Vendor during a year do not violate this prohibition unless they influence or appear to influence a specific purchasing decision.
6. Restricted Contract Period
   a. Vendors, Procurement Professionals, and Elected Officials shall not violate the Restricted Contract Period as set forth herein.

   Contract Person and Designated Representatives – All solicitations will include a designated contact person in the Purchasing Department and provide appropriate contract information for that person at the time the solicitation is issued (the "Contact Person"). All Vendor communications regarding the solicitation shall be to the Contact Person or the Contact Person's designated representatives, as defined by the Contact Person on a question-by-question basis (the "Designated Representatives").

   Restricted Contract Period. The Restricted Contract Period for any solicitation shall be in effect during the time the solicitation is considered an Active Solicitation under this Code of Ethics (regardless of when a Vendor submits a proposal or bid for the solicitation). **All Vendor communications including, but not limited to, questions, comments, requests for clarification, and general information requests, during the Restricted Contract Period, regarding any Active Solicitation, must be directed solely to the Contact**

Person and the Contact Person's Designated Representative (as defined by the Contact Person on a question-by-question basis).

Violations. Any communication by Vendors with any Elected Officials, Department Head, or any of their respective staff members, agents, or representatives (excluding the Contact Person and Designated Representatives), regarding an Active Solicitation, will be considered a violation of the Restricted Contract Period unless the Vendor receives express written permission from the Contact Person for the communication.

It is not a violation of the Restricted Contract Period for Vendors to discuss an existing contract or business relationship not related to any Active Solicitation. However, communications between Vendors, Department Heads, and/or Elected Officials or their staff regarding Vendor qualifications, qualifications of other parties, past contract performance, or relevant experience could be deemed a violation of this rule of the Vendor is participating in, or considering participating in, an Active Solicitation. Prohibited communications include those initiated by the Vendor (or others on behalf of the Vendor), as well as Vendor responses to communications initiated by other parties.

Whether a violation of the Restricted Contract Period has occurred for an Active Solicitation is subject to the discretion of the Purchasing Agent and the Commissioners Court, Vendors (including any employees, agents, representatives, or any other individuals or entities acting on their behalf) that are found to have violated the Restricted Contract Period will be automatically disqualified from any Active Solicitations at the time of the violation and may be subject to debarment or contract voidance. Disqualification, debarment, and/or contract voidance under this Section shall apply to those individuals or entities that committed the violation, as well as any individual or entity on whose behalf the violation occurred. **If you are unsure whether a potential contract or communication violates the Restricted Contract Period, contact your Contact Person, the County Purchasing Department, or the Purchasing Agent before the contact or communication occurs.**

7. Impartial Decision-Making and Perception
   a. It is a duty of Procurement Professionals and Elected Officials to discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible Vendors and to provide the greatest value possible to the County, Vendors, Procurement Professionals, and Elected Officials shall conduct themselves in such a manner as to foster public confidence in the integrity of the County and the Purchasing Department. It is the goal of the County to avoid not only actual impropriety in the procurement process, but also any appearance of impropriety.
8. Undue Influence
   a. Vendors, Procurement Professionals, and Elected Officials will not use arbitrary or unfair leverage or influence to cause a result (a) that is not in the best interest of the County or (b) to further the private interest of a Procurement Professional or Elected Official. Vendors, and any of their respective relatives (as defined herein), significant others/partners, other close personal relations, business partners, staff, or other agents acting on their behalf, that participate, on behalf of any Procurement Professional or Elected Official, in the

development, preparation, or evaluation of any Active Solicitation, shall not be eligible to submit a proposal or bid on that Active Solicitation.

9. Equal Opportunity
   a. Procurement Professionals and Elected Officials shall select Vendors on the basis of appropriate and fair criteria that afford all Vendors equal opportunity to compete for County contracts. It is the duty of Procurement Professionals and Elected Officials to use their best efforts to ensure that all segments of society are able to participate in County contracting processes by demonstrating support for, and encouraging the participation of, small, disadvantaged, and minority and woman-owned businesses.
      Title VI. Vendors, Procurement Professionals, and Elected Vendors shall comply with Title VI of the Civil Rights Act of 1964 and related statues, which ensure that no person shall, on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County contracts, programs, or activities.
10. Confidential Information
   a. During any contract or procurement process, certain confidential or proprietary information may be disclosed. Confidential Information includes any information that is disclosed from one party to another that is either (a) marked as being "confidential" or "proprietary", (b) otherwise reasonably identifiable as being confidential or proprietary information, or (c) under the circumstances of the disclosure should be reasonably considered as confidential or proprietary information. Confidential Information includes, but is not limited to, responses to Active Solicitations and the evaluation process thereof.
      Treatment and Protection. Vendors, Procurement Professionals, and Elected Officials shall take all measures necessary to ensure that any Confidential Information provided during any contract or procurement process is held in strict confidence, and is not disclosed unless necessary for the furtherance of the procurement or contracting process or otherwise required by law, rule, regulation, subpoena, or other court authority or governmental action. Confidential Information shall not be used for the actual or anticipated personal gain of any Procurement Professional or Elected Officials.
11. Professional Conduct
   a. Vendors, Procurement Professionals, and Elected Officials shall maintain high standards of honesty, integrity, and impartiality throughout the solicitation and contracting process, and shall conduct all contract and solicitation-related activities in accordance with any governing laws, regulations, and this Code of Ethics.
12. Responsibility
   a. Vendors, Procurement Professionals, and Elected Officials must ensure that they, along with their agents, representatives, employees, and other representative individuals or entities, conduct themselves in compliance with this Code of Ethics to the best of their ability. Lack of knowledge will not be considered a defense to a violation of the Code of Ethics.

13. Duty to Report
    a. It is the duty and obligation of Vendors, Procurement Professionals, and Elected Officials to report any potential or suspected Code of Ethics violations, whether personal or by a third party, to the County Purchasing Agent or the General counsel. Your report should include a reference to the Active Solicitation number at issue (if applicable). To report a potential violation by mail, send any relevant information to the Purchasing Agent at 200 South Texas Avenue, Suite 352, Bryan, TX 77803 or to the District Attorney's Office, 300 East 26th Street, Bryan, TX 77803. You can also report by visiting any of the offices above, calling the Purchasing Office at (979)361-4269 or the District Attorney's Office at (979)775-7400, or emailing the Purchasing Director at the email address located on the Brazos County Purchasing website. **<u>If you become aware of a potential or suspected violation and fail to report it, you may be subject to discipline under this Section.</u>**

4.10. Exemptions from the Competitive Bid Process

4.10.1. Exemptions

Local Government Code, Section §262.024 allows the purchase of any of the following items as exempt from the requirements established by this policy if the Commissioners Court by order grants the exemption:

1. An item to be purchased in a case of public calamity, if prompt purchase is necessary to relieve the necessity of the citizens or to preserve the property of the County. This exemption may only be requested by a member of the Commissioners Court, the County Sheriff, and the County Engineer:
   a. An item necessary to preserve or protect the public health or safety of the residents of the County.
   b. An item necessary because of unforeseen damage to public property.
   c. A personal or professional service
   d. Any work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than twenty (20) working days in any three-month period.
   e. Any land or rights-of-way
2. An item that can be obtained from only one source, to include:
   a. Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
   b. Films, manuscripts, or books;
   c. Electric power, gas, water, and other utility services, and;
   d. Captive replacement parts or components for equipment.
3. An item of food
   a. Food quotes for detained inmates will be obtained every three (3) months on the form approved by Commissioners Court.
4. Personal property sold:
   a. At an auction with the use of a state licensed auctioneer.
   b. At a going out of business sale held in compliance with Subchapter F, Chapter 17 of the Business & Commerce Code.
   c. By a political subdivision of the state or federal government.
5. Any work performed under a contract for community and economic development made by the County under LGC §381.004.
6. Vehicle and equipment repairs.
7. Renewal or extension of a lease, or of equipment maintenance agreements are exempt from the requirements as set out in this policy if the Commissioners Court so orders and grants the exemption, and if:
   a. The lease and/or maintenance agreement has gone through the competitive bidding procedure within the preceding year.
   b. The renewal and/or extension does not exceed one year.
   c. The renewal and/or extension is the first such renewal and/or extension of the lease or agreement.

4.10.2. Exemption Procedure

1. Contracts with a value below $50,000.00 require a less formal exemption process than those in excess of $50,000.00. The value of the contract can be singular in use or cumulative purchases over a period of time, depending on the nature and circumstances of the purchase of the goods or services.
2. If a Department would like a contract in excess of $50,000.00 considered for exemption, they should bring any and all information concerning the purchase, to the attention of the Purchasing Agent. A Commissioners Court agenda item will be prepared by the Purchasing Agent for review, comment and/or amendment by the General Counsel and finally, presented for the Court's consideration. The order will be maintained by the Purchasing Agent
3. If an item is to be deemed to be available from a sole source vendor, the ordering department will need to certify, in writing, the characteristics and reasons that will suffice the sole source criteria to the Purchasing Department. The Purchasing Department then does their own research to verify this conclusion. (A letter from the vendor is often requested.) If the requesting department and Purchasing Department both agree that this vendor is a sole source provider, the purchase process can continue. If the contract is less than $50,000.00, the requisition will be approved and converted to a purchase order. If the contract is for $50,000.00 or more, an order will be prepared by Purchasing, reviewed, and/or amended by the General Counsel and submitted to Commissioners Court for consideration.

4.11. Additional Forms Required for Contracts

4.11.1. House Bill 1295

Section §2252.908 of the Government Code states that governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits and disclosure of interest parties to the governmental entity or state agency at the time the business entity submits the signed contract to the government entity or state agency.

The law applies only to a contract of a governmental entity, or state agency that enter (1) requires an action, or vote by the governing body of the entity, or agency before the contract may be signed, or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

1. Prior to award by Commissioners Court, vendor must complete Certified of Interested Parties (Form 1295) and submit a signed and notarized copy to the Purchasing Office. After the award at Commissioners Court, the Purchasing Office will verify that Certificate of Interested Parties (Form 1295), with the Texas Ethics Commission adopted rules.
2. A vendor or entity can be exempt from Form 1295 if they comply with the following:
   a. Publicly traded company;
   b. The governing body has legal authority to delegate to its staff the authority to execute the contract;
   c. The governing body has delegated to its staff the authority to execute the contract;
   d. The governing body does not participate in the selection of the business entity with which contract is entered into.

4.11.2. Legislation Certification

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designed National (SDN) list. Respondents of a bid/contract/RFP/RFQ certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at www.sam.gov.

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

A HB89 Form is required for all contracts between a governmental entity and a company, for profit, with ten (10) or more full-time employees and has a value of $100,000.00 or more that is to be paid wholly or partly from public funds to the government entity.

1. A vendor or entity can be exempt from the HB89 Form if they comply with the following:
   a. Non-Profit Company;
   b. Less than ten (10) employees;
   c. Sole Proprietor; and/or
   d. Less than $100,000.00 in value

4.11.3. Tax Verification

Brazos County shall refuse to enter into a contract or other transaction with a person or entity that owes a debt to the County per the V.T.C.A. Local Government Code §262.0276. This refusal to award a contract to or enter into a transaction with a person, pertains to an apparent low bidder or successful proposers that is indebted to the County; "Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the County requiring approval by the Commissioner's Court; debt shall include delinquent taxes, fines, fees, or delinquencies arising from written agreements with the county. Prior to award of a contract by the Commissioner's Court, the Purchasing Department will request a statement of account from the Brazos County Tax Office. Any "debt" as defined above, that is reflected on the statement of account, will be documented and placed in the bid file. The bid or proposal from the person with the debt shall be considered "non-responsive" and "not responsible", eliminating it from any further consideration of award. These provisions shall apply to any "person" owned, partially owned, managed, operated, or represented by a "person" indebted to the County.

4.12. Inspecting, Testing, and Receiving

Departments should contract the vendor, or Purchasing Department, if materials and/or services are not received or performed by the due date. Always keep the Purchasing Department appraised of the situation.

4.12.1. Inspecting

Since there is no central receiving point, each department is responsible for receiving commodities and services. Any shortages, late deliveries, damaged merchandise, or other problems relating to the vendors performance should be reported to the Purchasing Department as soon as possible. Initially, affected Departments should call the Purchasing Department, and follow up with a written explanation of the situation.

1. When receiving ordered goods, the user will conduct an initial inspection of the goods to determine their condition. A comparison is made of the goods received against the product specifications contained in a vendor quote and/or the purchase order. Once a determination has been made that article(s) received meet specifications and are not damaged, the bill of lading, packing slip, or other shipping documents should be initialed or signed, and dated with the day the items are received. This should be attached to the invoice when received and sent to the Auditor.
2. If there is damage, notify the vendor at once and document the damage, preferably with pictures.
3. All boxes and packing materials should be kept in the event of visible or concealed damaged freight shipments.
4. Damaged freight should always be reported to the freight line, within the same day after the delivery, if possible. If noticeable upon delivery, note the damage on the shipping company's freight paperwork and make a copy for your use.
5. Should the vendor request item(s) to be returned, the department should first ensure that a claim has been properly filed, and that the vendor has provided authorization to return merchandise.

4.12.2. Incomplete/Partial Orders

1. In the event that order is incomplete, the department should make the inquiry for scheduled shipment of the remaining order or contact the Purchasing Department to make that inquiry.
2. To authorize payment for a partial order, an invoice, indicating the purchase order number, date, vendor, and items received, should be forwarded to the County Auditor, accompanied by a copy of the purchase order clearly marked "PARTIAL DELIVERY".

4.13. Invoices

1. All invoices shall be date stamped with the date the invoice is received.
2. The invoice is an itemized statement of merchandise shipped or delivered to an end user and is a guide for the County in settling financial obligations incurred. Invoices are based upon Purchase Orders and therefore should contain the same information. Any difference between the invoice and the Purchase Order should be resolved with the vendor immediately, and always before forwarding for payment.
3. All invoices should be mailed by the vendor directly to the Auditor's Office at the address listed below:

   Brazos County Auditor's Office
   ATTN: Accounts Payable
   P.O. Box 914
   Bryan, TX 77806
4. The vendor should contain the following information:
   a. **THE PURCHASE ORDER NUMBER**
   b. An itemized list of merchandise received
   c. The prices, terms, quantities, and other pertinent information from the Purchase Order
5. The Auditor's Office shall forward the original invoice to the ordering department. The ordering department enter the invoice information into the electronic financial system for processing and payment as expeditiously as possible, following the requirements of the Government Code, Title 10, Subchapter B, Section §2251.021.

4.14. Property Salvage and Disposal

4.14.1. Salvage

1. Equipment or supplies no longer needed by a department shall be reported to the Purchasing Department by completing a Property Acquisition, Transfer, and Disposition form. The department should then schedule a delivery time and location with the Purchasing Department. If this item is of no further use by any County Department, Purchasing will dispose of the items in accordance with Local Government Code §263, Subchapter D – DISPOSITION OF SALVAGE OR SURPLUS PROPERTY.
2. Items determined to be sellable will be distributed into lots and sold via online auction. The determination of an item's sell-ability rests with the Purchasing Department.
3. Items determined by Purchasing as not sellable will be destroyed in accordance with the procedures listed in section 4 below.
4. The following items will be destroyed by whatever means are necessary, including, but not limited to, burning, melting, cutting, crushing, shredding, etc. to render the item(s) useless for the purpose it was originally intended. The department in possession of these items is responsible for the proper destruction and disposal as well as the methodology used:
    a. Law enforcement uniforms
    b. Electronic hard drives removed from equipment that will be sold or donated
    c. Law enforcement body armor that has reached the end of its useful life will be sent to Purchasing for reappropriation or destruction
    d. Abandoned inmate clothing, inmate bedding items, or items of personal hygiene
    e. Any items that could transmit, carry, or contain communicable or hazardous organisms or diseases
5. Salvage material and equipment may be disposed of in the following methods:
    a. Public auction
    b. Trade-in on new equipment
    c. Sealed competitive bids
    d. Ordered destroyed or distributed as unsalvageable

4.15. Fixed Assets and Annual Inventory

4.15.1. Fixed Assets

1. The latest version of the approved accounting policy and procedures for fixed assets should be followed and used as a guyed for all fixed assets. Please refer to that policy as necessary for more detailed information.
2. Goods meeting the threshold or requirements for capital assets, special fund assets, grant purchases, firearms, or items that are required to be licensed (vehicles, trailers, etc.), will be assigned as asset number and tracked or inspected periodically.
3. Upon receipt and payment of these purchases, the items will be placed on the departments fixed asset listing and tagged with Brazos County Property Identification Number.

4.15.2. Annual Inventory

1. On July 1 of each year, the Purchasing Agent shall provide a copy of the inventory of all Brazos County property to their Appointment Board and the County Auditor.
2. At the conclusion of the Annual Inventory the Auditor's Office shall prepare the following:
   a. A report to the responsible official that the inventory was completed.
   b. All property that could/could not be located.
   c. Missing items will be identified.

4.16. Grants/Special Fund Requirements

4.16.1. Preamble

All procurements made by the Brazos County involving the expenditure of Federal funds must be conducted in accordance with the procedures set forth in this Policy. This Policy is in accord with all applicable Federal, State, and local government statutes and regulations, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §200.317 to §200.327.

It is the policy of the County to conduct all procurements in the highest ethical manner, and in accordance with all applicable laws and regulations. To the extent required by law and regulation, and the maximum extent practical, Brazos County will conduct all procurement transactions in a manner providing full and open competition, consistent with the standards set forth 2 C.F.R. §200.319.

Subject to specified cost thresholds and documented delegation of authority, all procurements will be reviewed by the County's legal counsel, the Auditor, and the Commissioners Court to ensure compliance with this Policy.

4.16.2. Solicitations

Procurements subject to this Policy will be made on the basis of a written solicitation, after careful consideration by County staff (with, as applicable, the support of a selection committee) of the needs of the County and available resources. The written procedures in this Policy are intended to ensure that all solicitations meeting the following Federal requirements as well as contracting best practices.

1. Clear Description
   a. The solicitation must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. This description should include a written statement of work. 2 C.F.R. §200.319(d)(1).
2. Nonrestrictive Specification
   a. The description of the technical requirements must not contain features that unduly restrict competition. 2 C.F.R. §200.319(d)(1)
3. Qualitative Requirements
   a. The description of the technical requirements may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set fourth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intent use, 2 C.F.R. §200.319(d)(1). Product specifications should be limited to essential specifications only.
      i. Brand Name or Equal
         (1) When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or services to be acquired, "brand name or equal" descriptions may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must

be met by offerors must be clearly stated. The need for a "brand name or equal" specification should be documented.

ii. Preference for Performance Specifications

(1) Product or service specifications based on performance, rather than designed specifications, are preferred. A performance specification describes an end result, or objective, or standard to be achieved, and leaves the determination of how to reach the result to the contractor. Performance specifications describe *what* the product should be able to do or the services to accomplish, without imposing unnecessarily detailed requirements on *how* to accomplish the tasks.

4. Requirements
   a. The solicitation must identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 2 C.F.R. §200.319(d)(2). All solicitations for competitive proposals must notify offerors that the County reserves the right to award to other than the lowest-price offeror. Generally, the County will make a best value determination, balancing cost against technical merits, in awarding competitive contracts.
5. Type of Federal Funding
   a. The solicitation must acknowledge the source of the Federal funding for the contract in compliance with the terms of its financial assistance award.
   b. The solicitation should inform prospective contractors that they will need to comply with all applicable Federal Laws, regulations, Executive Orders, and requirements affecting the procurement. As appropriate, specific flow-down requirements may be included in the solicitation itself, in any resulting contract, or incorporated by reference.
6. Contract Type
   a. The solicitation should state the type of contract that will be awarded.

i. Fixed Price

(1) A fixed price contract provides for a firm price that remains irrespective of the contractor's actual cost of performing the scope of work under the contract. The risk of performing the work, at the fixed price, is borne by the contractor. Fixed price contracts may include an economic price adjustment, incentives, or both.

ii. Cost Reimbursement

(1) Cost reimbursement type contracts provide for payment of certain incurred costs to the extent provided in the contract. They normally provide for the reimbursement of the contractor for its reasonable, allocable, actual, and allowable costs, with an agreed-upon fee. There is a limit to the costs that a contactor may incur at the time of contract award, and the contractor may not exceed those costs without the County's prior approval. Cost allowability is determined by Federal regulations. These are many varieties of cost-reimbursement contracts, such as cost-plus-fixed—fee, cost-plus-incentive-fee, and cost-plus-award-fee. Because the County incurs more risk in a cost reimbursement contract, these types of contracts should only be entered into after a careful analysis of the benefits compared to other contract types.

iii. Time and Materials Contracts

(1) A time and materials type contract is a contract whose cost to the County is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general, and administrative expenses, and profit. 2 C.F.R. §200.3180(1)(i) and (ii). This type of contract is used if no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

iv. Cost Plus Percentage of Cost

(1) The use of cost-plus percentage of cost and cost plus a percentage of construction cost methods of contracting are prohibited.

7. Prohibitions

a. Certain provisions that unduly restrict competition are prohibited, 2 C.F.R. §200.319(b). The following are some examples of these prohibited provisions. Note that the provisions described below are not prohibited when they are improper or excessive. For examples, some qualifications are experience may be required for a particular type of contract; only "excessive" or "unnecessary" requirements are not allowed:

i. Excessive Qualifications

(1) Placing unreasonable requirements on firms in order for them to qualify to do business, 2 C.F.R §200.319(b)(1).

ii. Unnecessary Experience

(1) Requiring unnecessary experience, 2 C.F.R. §200.319(b)(2).

iii. Unnecessary Bonding

(1) Requiring excessing bonding, 2 C.F.R. §200.319(b)(2).

iv. Improper Qualification

(1) Using improper prequalification procedures that conflict with 2 C.F.R. §200.319(e).

v. Retainer Contract

(1) Making a noncompetitive solicitation only to a person or firm on retainer contract where that award is not for property or services specified for delivery under the scope of work of the retainer contract, 2 C.F.R. §200.319(b)(4).

vi. In-State, Local, or Tribal Geographic Preference

(1) Imposing prohibited in-state, local, or tribal geographic preferences that conflict with 2 C.F.R. §200.319(c).

vii. Organizational Conflicts of Interest

(1) Allowing entities to submit bids or proposals in response to the solicitation where there would be a prohibited organization conflict of interest, 2 C.F.R. §200.319(b)(5).

4.16.3. Methods for Procurement

All procurements made under this policy shall avoid acquiring unnecessary or duplicative items (2 C.F.R. §200.318(d)). Conducting multiple steps in monitoring invoices received ensures avoiding unnecessary or duplicative items. Invoices for grant expenditures will be reviewed by the appropriate County Department and/or any contracted consultant on the project for potential duplicative items. Once approved the invoice will be sent to the County Auditor. The Auditor's office will then review the invoice an additional time prior to approving for payment.

Procurement shall be made using one of the following methods: (A) Micro-Purchases, (B) Small Purchases, (C) Competitive Sealed Bids, (D) Competitive Negotiations, or (E) Non-Competitive Negotiations. All procurement shall be made in accordance with these procedures.

1. Micro-Purchases
   a. Purchases below the **Simplified Acquisition Threshold** may be awarded without soliciting competitive proposals if the County considers the price to be reasonable. Efforts will be made to get the lowest and best price, but written records of such efforts are not necessary. Procurements may not be disaggregated for the purpose of falling below the Micro-Purchase threshold.
2. Small Purchases
   a. Purchases of supplies, equipment, and services which cost below **$50,000.00** require written supplier estimates but no formal bid is required. The County will solicit a verbal or written response from at least three (3) vendors and will document why the vendor was selected if it is not the lowest priced offeror. If no such responses are available, a statement explaining the procurement will be prepared and filed.
3. Competitive Sealed Bids
   a. The use of sealed bids will be employed when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost. When the cost of a contract, lease, or other agreement for materials, supplies, equipment, or contractual services, other than those personal (procuring the services of an individual for staff augmentation services) or professional (provided by a degreed, licensed professional, principally engineering, accounting, and legal services), exceeds **$50,000.00**, an Invitation for Bids ("IFB") notice will generally be prepared. This notice will be published in the County newspaper of record and/or such other places as the County deems appropriate. This notice will appear at least fourteen (14) days before the due date for bid proposals. The County may also solicit sealed bids from responsible perspective suppliers by sending them a copy of such notice. To the extent possible, the County is encouraged to maintain an open bidders list.

      The IFB will include a complete, accurate, and realistic specification and description of the goods or services to be procured, any required bid deposit, the amount of a payment bond and bond performance required (if applicable), the location where bid forms and specifications may be secured, the time and place for opening bids, and whether the bid award will be made on the basis of the lowest price or the lowest evaluated price. If the lowest evaluated price is used, the measurable criteria to be used must be stated in the IFB.

      Sealed bids will be opened in public at the time and place stated in the IFB. The bids will be tabulated by the Purchasing Department after the bid opening. The results of the tabulation and the bid procurements will be examined for accuracy and completeness by the Purchasing Department who will make recommendations, if needed. In addition, the County shall determine that all firms are responsive and responsible. The County will make the decision as to whom the contract shall be awarded. After the bid award is made by the County, a contract will be prepared for execution by the successful bidder.

The County may cancel an IFB or reject all bids if it is determined that such is in the best interests of the County. Bidders will be notified, in writing, of such cancellation or rejection. The County may allow a vendor to withdraw a bid if requested at any time prior to the bid opening. Bids received after the time set for bid opening shall be returned to vendor, unopened. Bids which do not accept all terms and conditions of the IFB shall be deemed to be non-responsive and will be rejected. Any changes to the bidding terms and conditions shall be communicated to all bidders, and all bidders will have an equal chance to submit a bid response to those changed terms and conditions.

4. Competitive Negotiations
   a. The County will use competitive negotiations, regardless of contract amount, upon a written determination that either of the following conditions apply:
      i. Specifications cannot be made specific enough to permit the award of a bid on the basis of either the lowest bid or the lowest evaluated bid price (in other words, sealed bidding is not feasible); or
      ii. The Services to be procured are professional (provided by a degreed, licensed professional, principally engineering, accounting, and legal services) in nature.
   b. Competitive negotiations will proceed as follows:
      i. Proposals will be solicited through advertisement in the County newspaper of record and/or such other places as the County deems appropriate.

         Additionally, a Request for Proposal (RFP) may be prepared and mailed, emailed, or faxed to qualified vendors, although the preferred method is to download it off the online bidding website to stay informed with the latest addendums or questions posted. The RFP will describe services needed and identify the factors to be considered in the evaluation of proposals and the relative weights assigned to each selection factor. The RFP will also state where further details regarding the RFP may be obtained. The RFP will call attention to the applicable regulations. RFPs will always include cost as a selection factor.
      ii. Award must be made to the offeror whose proposal is determined in writing by the County to be the most advantageous to the County with price and other factors considered. This evaluation and award process contemplates a balancing of cost and technical merit in arriving at a determination as to which proposals provides the best value to the County. Evaluations must be based on the factors set forth in the RFP and a written evaluation of each response prepared. The selection committee may contract the firms regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, all proposals may be rejected. New proposals may be solicited on the same or revised terms, or the procurement may be abandoned.

         For the procurement of certain professional services, an alternative to RFPs may be used. The County may publish a Request for Qualifications (RFQ). RFQs are handled in a similar method to RFPs with the exception that cost is not a factor in the initial evaluation. The selection committee will evaluate the responses and rate them by comparative qualifications. The highest scoring person or firm will be contacted, and the County will negotiate cost. If the County is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate. The County will maintain a written record of all such negotiations.

5. Non-Competitive Negotiations
   a. The County requires competitive bids for purchase of goods or services including consulting services over **$50,000.00**; however, some exceptions apply.
      In some circumstances, when competition cannot be obtained or the situation necessitates the required number of competitive bids to be reduced, a Sole Source or Reduction Justification Form must be submitted. The following information is a guide for requesting the waiver or reduction of competitive bids on RFPs for goods or services greater than **$50,000.00**. The County may purchase goods and services through non-competitive negotiations when it is determined in writing by the County that competitive negotiation or bidding is not feasible and that:
      i. Sole Source Definition and Criteria
         A single supplier that is exclusively capable of meeting the County's requirements within the time available, including emergency and other situations, which preclude conventional planning and processing. These situations include:
         (1) One-of-a-Kind/Specialized – the commodity or service has no competitive product or must meet specialized seaport, boat, or marine requirements, or specialized professional or technical services, and is available from only one supplier.
         (2) Compatibility – the commodity or service must match an existing brand of equipment for compatibility and is available from only one vendor.
         (3) Replacement Part – the commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.
         (4) Delivery Date – only one supplier can meet necessary delivery requirements.
         (5) Emergency – URGENT NEED for the item or service does not permit soliciting competitive bids; including purchases needed to address major facility failures, damages due to disasters, or purchases necessary to address immediate safety and security issues.
         (6) Only one satisfactory proposal is received through RFP or RFQ.
         (7) The Federal or State awarding agency has authorized the particular type of non-competitive negotiation.
   b. Procurement by non-competitive negotiation required the strictest attention to the observation of impartially toward all suppliers. The County must approve all procurements by non-competitive negotiation when only one supplier is involved or only one bid or response to an RFP/RFQ is received.
6. Bids will be accepted only from those contractors who have a proven record of ability to successfully complete the scope of work being bid. References will be requested along with the contractor's bid proposals. Any contractors submitting a bid must produce (along with their bid documents) written proof of liability insurance and worker's compensation coverage. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources in awarding contracts.

4.16.4. Contracts

Generally, all procurement in excess of the Simplified Acquisition Threshold will be memorialized and supported by a written contact. Where it is not feasible or is impractical to prepare a contract, a written finding to this effect will be prepared and some form of documentation regarding the transaction will also be prepared.

1. All contracts will contain language which allows the County the opportunity to cancel any contract for cause. Said cause shall include (but not be limited to) demonstrated lack of ability to perform the work specified, unwillingness to complete the work in a timely fashion, cancellation of liability insurance or worker's compensation, failure to pay suppliers or workers, unsafe working conditions caused by the contractor, failure to comply with David-Bacon wage laws (where applicable), failure to keep accurate and timely records of the job, or failure to make those records available to the County (on request) or any other documented matter which could cause a hardship for the County if a claim should arise or the work not be completed on schedule at the specified cost.
2. All contracts will contain a termination for convenience provision, which allows the County to cancel the contract without fault on the part of the contractor. In the event of a termination for convenience, the contractor will receive reimbursement and/or pro-rate payment for costs and work done until the point for termination, but not anticipated profits on the work that was cancelled. The termination provision will specify the procedures for the contractor to submit a claim for termination costs.
3. Except as otherwise proved under 41 C.F.R Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. §60-1.3 must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth 2 C.F.R. §200.326. These provisions will be provided to all bidders. These include the following:
    a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
    b. All contracts in excess of $10,000 must address termination for cause and for convenience by the nonfederal entity including the manner by which it will be effected and the basis for settlement.
    c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
    d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal

entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Appendix II to Part 200, Title 2 (up to date as of 7/26/2022) Contract Provisions for Non-Federal Entity Contracts Under Fe... Appendix II to Part 200, Title 2 2 CFR Appendix-II-to-Part-200(D) (enhanced display) page 1 of 3 Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The nonFederal entity must report all suspected or reported violations to the Federal awarding agency.

e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
j. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (2 C.F.R. §200.319)
k. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   i. Procure or obtain;
   ii. Extend or renew a contract to procure or obtain; or
   iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

l. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

i. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

m. (1)The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(2) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
(3) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

n. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
   i. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
   ii. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
   iii. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

o. The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

4.16.5. Documentation

All source documents supporting any given transaction (receipts, purchase orders, invoices, RFP/RFQ data, and bid materials) will be retained and filed in the appropriate manner. Where feasible, source documents pertinent to each individual procurement shall be separately filed and maintained. Where it is not feasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by vendor, by type of procurement, etc.). Whichever form of documentation and filing is employed, the purpose of this section is to ensure that a clear and consistent audit trail is established. At a minimum, source document data must be sufficient to establish the basis for selection, basis for cost (including the issue of reasonableness of cost), rationale for method of procurement and selection of contract type, and basis for payment.

4.16.6. Locally Owned, Minority Owned, Female Owned, and Small Businesses

All necessary affirmative steps will be taken and documented to solicit participation of small and minority businesses, woman's business enterprises, and labor surplus area firms. Where possible and feasible, delivery schedules will be established, and work will be subdivided to maximize participation by small businesses or minority, or women owned businesses. Subdivided components will be bid as a separate contract. A list of locally owned, minority owned, female owned, and small businesses and also minority businesses located within the trade region shall be used when issuing IFBs, RFPs, and RFQs. This list shall also be consulted when making small purchases. The County will use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce when appropriate. The successful bidder will be required to use these same criteria in selection of suppliers and subcontractors whenever possible.

4.16.7. Grant Code of Conduct

1. Conflict of Interest
   a. No County member, employee, consultant, elected official, appointed official, or designated agent of the County will take part or have an interest in the award of any procurement transaction if a conflict of interest, real or apparent, exists. A conflict of interest occurs when the official, employee, or designated agent of the County, partners of such individuals, immediate family members, or an organization which employs or intends to employ any of the above has a financial or other interest in any of the competing firms or will otherwise benefit financially or otherwise from a contract award.
   No County member, employee, or designated agent of the County may acquire a financial interest in or benefit in any way from any activity which uses any Federal funding, nor shall they have any interest in any contract, subcontract, or agreement for themselves or any family members.
   NOTE: These rules apply to all named parties and shall be effective for the period of service and for one year after leaving said position (or office, in the case of elected officials).
2. Acceptance of Gratuities
   a. No County member, employee, or designated agent of the County shall solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, subcontractors, or potential subcontractors.
3. Penalties
   a. Any County member, employee, or designated agent of County who knowingly and deliberately violates the provisions of this code will be open to civil suit by the County without the legal protection of the County. Furthermore, such a violation of these procurement standards is grounds for dismissal by the County (if an employee) or such sanctions as available under the law (if an elected official).

Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with the County.

4.16.8. Additional Provisions

County Federally funded contracts are subject to a variety of required statutes, regulations, and contract clauses. While it is the responsibility of bidders and offerors to be aware of and comply with those requirements, County staff shall include applicable requirements in all County contracts to the maximum extent possible, either in full text, via addendum or attachment, or by reference. The list below is not exhaustive, and other provisions may apply based on the type of work being performed and the dollar amount of the contract. The provisions below are common to many covered contracts:

1. Labor and Employment Laws and Regulations
   A variety of construction and non-construction labor and employment laws and regulations are required as a condition of the County's Federal funding. These are assembled at C.F.R. Part 200, Appendix II, and include provisions related to Equal Employment Opportunity, Prevailing Wages, Anti-Kickback provisions, Overtime and Work Safety requirements, and a variety of whistleblower protections. In dealing with all potential bidders and offerors, County Staff should ensure that the applicable requirements are included in all solicitations and contracts. To the extent possible, County Staff should highlight these requirements to bidders and offerors unfamiliar with or inexperienced in Federally funded projects.
2. Environmental Regulations
   Contracts over **$150,000.00** require the contractor to comply with Clean Air Act and Federal Water Pollution Control Act. Specific provisions and requirements are set forth in 2 C.F.R. Part 200, Appendix II.
3. Contracting with Suspended or Debarred Persons or Entities
   The County shall not enter into any agreement with any person or entity subject to Federal Debarment or suspension, nor consent to a subcontract with any such person or entity. A list of all such persons or entities can be found at www.sam.gov. The County will verify all contractors on the website to check that they are not suspended or debarred from federal procurements.

4.16.9. Juvenile Food Purchases

To the extent required by USDA, TDA or other funding or passthrough entities, Brazos County will comply with all statutory requirements including 2 CFR 200, 7 CFR 210.21, Texas Local Government Code 262 and any other regulations as may be updated or amended.