



(Purchasing) Policy on Procurement and Contract Management

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Owner	Board of Commissioners (BOC)
Reviewer(s)	Supervisor of Procurement Services, Contract Management Coordinator, County Attorney, Support Services Agency Director, County Manager
Approver(s)	Purchasing Director and Board of Commissioners (BOC)
Related Policies	Policy for Procurement of Professional Services
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Review Cycle	Every 2 years

1. PURPOSE

This policy is intended to establish Procurement Procedures by which the County secures commodities, goods and services as well as Contract Management Procedures for related contracts and agreements. This policy is not intended to cover the purchase of real property or to supersede specific state or federal laws that apply to and control certain contractual arrangements (e.g., D.O.T. road projects).

2. SCOPE

This policy applies to all County agencies, elected offices and departments.

3. GOVERNING LAWS, REGULATIONS & STANDARDS

Guidance	Section
Official Code of Cobb County, Georgia	Part 1, Sec 2-141 and 142 and Part 2, Sec 2-34(18)
Georgia Open Records Act	O.C.G.A. 50-18-70, et Seq.
Georgia Archives as adopted by County Code	https://www.georgiaarchives.org/records/retention_schedules
And all other applicable laws and regulations	

4. DEFINITIONS

Adjustable Cost Contract: A type of fixed-price contract which provides that a cost can be changed, higher or lower, to a specified amount at certain stages of the term based upon agreed circumstances or independently established measures i.e. Consumer Price Index or other governmental or industry standard indicators. If all additional costs are budgeted, the County Manager or Purchasing Director may approve the adjustment; if not, approval of the Board of Commissioners is required.

Brand Name Specification: A specification limited to one or more items by manufacturers' names or catalog numbers.

Commodity: A physical substance, such as food, grains, and metals, which is interchangeable with another product of the same type.

Contract: An agreement entered into by the Board of Commissioners (or County Manager, Purchasing Director, or other authorized agent as designated according to policy) on behalf of the County with one or



(Purchasing) Policy on Procurement and Contract Management

more parties for the procurement of goods, services, or construction, or a combination thereof. The term "Contract" shall be synonymous with the term "Agreement."

Contractor/Vendor/Supplier: Any provider of services and/or products.

Emergency Procurement: The procurement of goods or services on an emergency basis outside the normal procurement procedure due to unforeseen events or circumstances that threaten or result in imminent danger to the public health, welfare and/or safety, or the loss of an essential governmental service.

Fixed Cost Contract: A type of fixed-price contract in which the agreed upon cost or per unit cost remains the same throughout the contract period and only the Board of Commissioners or designee may alter.

Formal Sealed Bid Limit: The dollar amount approved by ordinance of the Board of Commissioners above which amount purchases/contracts require use of the sealed bid process; The sealed bid process includes advertisement and Board of Commissioners' approval. (See Cobb County Code, Part One, Chapter 2, Article IV - Finance, Division 2 - Purchases, Section 2-141 and Cobb County Code, Part Two, State Enabling Legislation, Chapter 2, Article II – Board of Commissioners, Section 2-34(18)).

Goods: Also referred to as Personal Property; including items such as supplies, material, livestock, furnishings, equipment, vehicles, and material objects other than real estate or buildings.

Intergovernmental Agreement: Any agreement that involves or is made between two or more governments to cooperate in some specific way.

Lease: An agreement that gives rise to the relationship of landlord and tenant (real property) or lessor and lessee (personal property), giving the tenant or lessee the right to possess, use and occupy the property for a certain length of time at a specified price. (Refer to the Lease Review Policy for types of leases and application.)

Maintenance Contract: A contract for the provision of technical assistance and materials related to the repair and/or maintenance of equipment and facilities.

Non-professional Services Contract: A contract for the provision of assistance in support of County operations and/or projects from an independent contractor. (Examples: pest control, security monitoring, landscape services).

Professional Services Contract: A contract for the provision of assistance in support of County operations and/or projects from an independent contractor in a professional occupation or field. A professional occupation is an occupation which requires exceptional qualifications by education and experience in a field or discipline to perform a specialized service. (Examples: engineering, architecture, medical.) In the event of a conflict between the provisions of this policy and the County's Policy for the Procurement of Professional Services, the latter shall control.

Public Works Construction Contract: A contract for the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real



(Purchasing) Policy on Procurement and Contract Management

property other than for public road systems. Such term shall not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.

Purchase Contract: A contract for the purchase of goods, supplies, services, and/or equipment of a specified quantity and at a specified price, wherein the purchase order constitutes the contract.

Responsible Bidder: A person or entity that has the capability in all respects to perform fully and reliably the contract and qualification requirements set forth in the invitation for bids or request for proposals.

Responsive Bidder: A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

Revenue Generating Contract: A contract by which the County receives revenue.

Services: All services other than public works or professional services offered by a person or entity without generally recognized specialized education or experience in a field or discipline (e.g. primarily labor). Examples of this type of service are auto repair, office equipment repair, pest control, printing, and towing.

Sole Source Procurement: A procurement made pursuant to a written determination by a governing authority that there is only one source for the required product, supply, service, or construction item.

Specification: A precise description of the physical or functional characteristics of a product, service, or construction item.

Unit Price Contract: A contract for the purchase of goods, supplies, services and/or equipment of a non-specified quantity and at a specified price for a determined period of time. The contract is based on a sealed bid solicitation for goods, services, etc. to be supplied throughout the term of the agreement. (See Fixed Cost (3.7) and Adjustable Cost (3.1)).

5. POLICY

5.0 PROCUREMENT PROCEDURES

- 5.1 Competitive Process:** Except in circumstances set forth by this policy or any other County policy, or pursuant to applicable law, or as determined to be in the best interest of the County by the Board of Commissioners, all procurements must result from a competitive process.

The process, for specific expenditure thresholds, is as follows:

- 5.1.1 Less than \$2,000** - All purchases less than \$2,000 do not require a per se competitive process. Department managers and/or authorized representative(s) may select a vendor taking into consideration cost, delivery/pickup time, and convenience to the work site. Ordering departments have the responsibility to assure that all purchases are fair and reasonably priced. Using a source that the ordering department knows will result in a considerably higher price than other available sources is prohibited.

The purchase of goods, supplies, services and/or equipment in an amount less than \$2,000 shall be by a departmental purchase order. Departments are prohibited from splitting orders to circumvent the competitive process further defined below. To monitor contractor selections and purchase order use, a monthly report will be prepared by the Purchasing Department and distributed to all department managers.



(Purchasing) Policy on Procurement and Contract Management

The report will give a recap of departmental purchase order use including the contractor/vendor name, amount of purchase, purchase order number, date of purchase, total dollars of purchase(s) from that contractor, and total dollars spent for the month.

- 5.1.2 \$2,000 to less than \$10,000** - Telephone quotes from at least three (3) vendors are required to purchase within this spending range. Copies of the telephone quotes must be provided to the Purchasing Department with the requisition document. The Purchasing Department is responsible for insuring the rotation of contractors/vendors for quote requests.
- 5.1.3 \$10,000 up to \$50,000** - Written quotes from at least three (3) vendors are required for purchases within this range. Copies of the written quotes must be provided to the Purchasing Department with the requisition document (RQS), if already obtained by the user department. The Purchasing Department is responsible for ensuring the rotation of contractors/vendors for quote requests.
- 5.1.4 Formal Sealed Bid Limit** – Purchases estimated to meet or exceed \$50,000 in value, as established by the Board of Commissioners, must comply with the Cobb County Code of Ordinances relating to advertising for bids and bid openings (Sec. 2-141).
- 5.1.5 Public Works Contracts \$100,000 or More** - Contracts for public works projects valued at \$100,000 or more shall comply with the notice and competitive award requirements of Chapter 91 of Title 36 of the State Code.

- 5.2 Sole Source Procurement:** Sole source procurement is initiated by a department with the submission of a Sole Source Request form to the Purchasing Department. The form briefly identifies the product or service to be purchased and the justification for the sole source. Supplemental documentation (specifications, manufacturer letter etc.) shall be furnished when available and as requested by the Purchasing Department. The department manager or elected official's signature of approval is required. The request is reviewed by Purchasing and transmitted with the Purchasing Director's recommendation to the Support Services Agency Director. The Support Services Agency Director may, based upon his review, authorize or deny the proposed sole source purchase.

In the case of Public Works Construction Contracts of \$100,000 or greater, the Board of Commissioners must make a written determination, in the form of an approved agenda item, that there is only one source for the required supply, service, or construction.

- 5.3 Emergency Procurement:** The Purchasing Director, with approval of the County Manager and consultation with the County Attorney, may make or authorize others to make emergency procurements only when there exists an immediate threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions provided that such emergency procurements shall be made with as much competition as is practical under the circumstances. An emergency procurement shall be initiated with the completion of an Emergency Procurement Request form to be sent to the Purchasing Department. The form will identify the item or service to be purchased, the justification for the emergency purchase, and shall contain the department manager or elected official's signature. The request shall be reviewed by Purchasing and transmitted with the Purchasing Director's recommendation to the County Manager. The County Manager may, based upon his review, authorize or deny the proposed emergency purchase. If an agenda item is necessary, the signed form shall be attached along with any other documentation.
- 5.4 Lease of Property or Equipment:** Any proposed lease contract shall be reviewed as required by the County's Lease Review Policy before lease documents are accepted.



(Purchasing) Policy on Procurement and Contract Management

5.5 Purchases from contracts made available from other governmental agencies or through cooperative purchasing organizations:

5.5.1 Notwithstanding, any other provisions in this policy to the contrary, the Purchasing Director or his/her designee shall be authorized to make purchases of goods and services in amounts up to \$100,000, without public advertisement or competitive bidding, under the provisions of contracts or price agreements that have been competitively procured and entered into by the United States General Services Administration (GSA), State of Georgia Department of Administrative Services (DOAS), Georgia Technology Authority (GTA), or any State of Georgia agency Contract. If such a purchase will exceed \$100,000, then approval of the Board of Commissioners will be required.

5.5.2 The Purchasing Director or his/her designee shall be authorized to enter into purchasing or contracting cooperatives with other governmental agencies both inside and outside the State of Georgia for the purpose of making purchases in amounts up to \$100,000 for goods and services without public advertisement or competitive bidding so long as such are competitively procured. If such a purchase will exceed \$100,000, then approval of the Board of Commissioners will be required.

5.6 Purchases of Secondhand or Surplus Articles from Government: The Purchasing Director or his/her designee shall be authorized to make purchases of secondhand or surplus equipment, materials, supplies, or commodities in amounts up to \$100,000 from any federal, state or local government unit or agency without public advertising and competitive bidding. If such a purchase will exceed \$100,000, then approval of the Board of Commissioners will be required.

6.0 PROCUREMENT METHODS

Each of the methods described below is an acceptable method for the procurement of goods or services by the County, depending on the circumstances. The user Department shall enlist the assistance of the Purchasing Department prior to selecting an appropriate procurement method. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers, or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, or to cancel a solicitation, based on its sole discretion if determined to be in the County's best interest.

6.1 Competitive Sealed Bids (Invitation to Bid): An Invitation to Bid is the preferred method for acquiring goods and certain services for use by the County. The solicitation must be issued in an efficient and economical manner and shall include clear specifications, contractual terms and conditions applicable to the procurement. Unless there is a compelling reason to reject one or more bids, the County shall have the option to award to the lowest responsive and responsible bidder.

6.2 Competitive Sealed Proposals (Request for Proposals): When a determination is made by the Purchasing Director that the use of competitive sealed bidding is not practical or advantageous to the County, a procurement may be made through the use of a Request for Proposals. The solicitation shall include a listing of information that must be submitted by offerors and factors to be considered during the evaluation process. Price may, but need not be, an evaluation factor.



(Purchasing) Policy on Procurement and Contract Management

Proposals will be evaluated using only the criteria stated in the Request for Proposals. After the evaluation is complete, all responsive offers will be ranked from most advantageous to least advantageous to the County, and the County shall have the option to award to the highest ranked offeror.

- 6.3 Competitive Online Bidding:** When a determination is made by the Purchasing Director that online bidding is more advantageous than other selection methods provided by this Policy, a contract may be entered into by use of competitive online bidding. The solicitation must designate both an opening date and time and a closing date and time for the bids. At the opening date and time, the County must begin accepting real-time electronic bids.

During the specified bidding period, a bidder may lower the price at any time provided the price is below the next lowest bidder. After the closing time, the County shall have the option to award to the lowest responsive and responsible bidder.

- 6.4 Request for Qualifications:** Before soliciting bids or proposals, the county may issue a Request for Qualifications from prospective bidders and offerors. The request must contain, at a minimum, a description of the scope of work to be solicited, deadline for submission, and how prospective bidders may apply for consideration. The request must require information regarding the prospective bidder or offeror's product specifications, qualifications, experience, and ability to perform the requirements of the contract. After receipt of the responses, an approved evaluation committee will evaluate each response and rank prospective bidders or offerors from most qualified to least qualified on the basis of information provided and as set forth in the request for qualifications. Bids or proposals will then be solicited from at least the top two ranked bidders or offerors.

- 6.5 Prequalification of Bidders:** Prequalification of prospective bidders may be made prior to issuing an Invitation to Bid or Request for Proposals. Prequalification is most practical for those services which are purchased on a regular or frequent basis. Additionally, prequalification may be appropriate on a specific project that is of such complexity or size that specialized expertise is needed. Under a prequalification process, a Request for Qualifications will be used to solicit statements of professional qualifications from prospective bidders for a particular type of service or scope of work. Qualification statements submitted by each firm will be evaluated by a review committee. The list of recommended qualified bidders will be submitted to the Board of Commissioners for approval.

7.0 RECEIPT AND SAFEGUARDING OF SEALED BIDS AND PROPOSALS

- 7.1** All bids and proposals, received before the time of opening, must be kept secure and unopened. Necessary precautions shall be taken to ensure the security of all bids. Prior to bid opening, information concerning the identity and number of bids shall be made available only to county employees only on a "need to know" basis. No late bids will be accepted.
- 7.2** Unidentified bids may be opened solely for the purpose of identification by an official designated for this purpose by the Purchasing Director or a designee. If a sealed bid is opened by mistake, the official who opened the bid shall notate on the envelope that the bid was opened in error and record the date and time of opening.
- 7.3** If it becomes necessary to postpone a bid opening, the Purchasing Director or a designee shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the County is closed due to force majeure, bid opening will be postponed to the same time on the next official business day.



(Purchasing) Policy on Procurement and Contract Management

- 7.4 Bids and proposals shall be opened publicly in the presence of one or more witnesses at the time and place designated in the solicitation document.

8.0 CONTRACT MANAGEMENT RESPONSIBILITIES

- 8.1 Each department that originates a contract agreement valued at \$2,000 or greater with another entity that legally obligates Cobb County shall upload an electronic image of the original fully executed agreement to the electronic contract management repository with all supporting documentation including insurance information, all subsequent changes to the original agreement such as amendments or change orders, and any other relevant documentation.

It will be at the discretion of each department manager if any contract valued less than \$2,000 should be uploaded into the contract management repository, However, it is strongly recommended that any agreement with milestone dates, insurance requirements, and/or a notice period of cancellation deadlines be uploaded so that the contract administrator will receive electronic notifications of these important contractual events.

- 8.2 Departments shall be responsible for proper management of contracts executed for their operations, including but not limited to, monitoring the contractor's progress on projects and ensuring all requirements are met and all milestones are completed in accordance with contract terms.
- 8.3 Departments shall have designated staff responsible for overseeing contract compliance, including but not limited to:
- 8.3.1 Maintaining current insurance and bonding documents throughout the entire contract term in accordance with contract requirements.
 - 8.3.2 Monitoring the payment and resolution of any dispute arising from the service or equipment provided under the contract.
 - 8.3.3 Documenting all issues in writing including the date(s) and time(s) of any discussions or interactions with the vendor/contractor, name(s) of the parties involved, any agreed upon remediation activities, and other steps taken to reach a resolution.
 - 8.3.4 Documenting and managing all milestones stated in the contract such as written renewal/cancellation requirements and project progress/completion dates.
- 8.4 Departments shall maintain file documentation on all maintenance, non-professional services, and lease and revenue generating contracts in accordance with required retention schedules and legal requirements, to include department, contractor, notice period for cancellation, amount, whole term begin date, whole term end date, renewal term, a memo section, financial system contractor number, annual term begin date and annual term end date, and insurance requirements, including renewals.
- Finance, County Attorney's Office, Internal Audit and/or Purchasing may access each department's repository contract records on a regular or "as needed" basis. Random compliance checks will be conducted to verify the proper maintenance of contractual agreements and supporting documents in the repository.
- 8.5 The Purchasing Department and County Attorney's Office shall be notified of any contractor who does not fully satisfy the requirements of its contract. Specific documentation of this failure shall be provided so the contractor's performance record can be duly noted. The department



(Purchasing) Policy on Procurement and Contract Management

responsible for management of the contract shall also complete a Vendor Performance Assessment Report in the contract management repository noting all steps taken to resolve any issue(s) with the contractor.

9.0 CONTRACT AND PROCUREMENT SIGNATURE APPROVAL AND AUTHORIZATION

9.1 Contracts anticipated and adopted as a line item of a department's fiscal year budget by the Board of Commissioners do not require further action by the Board and may be signed by the Purchasing Director if:

9.1.1 The contracts have resulted from full compliance with all applicable requirements of the advertisement and bidding process or the professional services selection process.

9.1.2 The contracts are within the budgeted amount which has been approved.

9.1.3 The contracts are made with the lowest responsive and responsible bidder or offeror, or in accordance with state or federal statutes and regulations.

Purchasing will verify contracts for compliance with criteria 9.1.1 and 9.1.3 above before the Purchasing Director can sign.

Budget will verify contracts for compliance with criteria 9.1.2 above before the Purchasing Director can sign.

9.2 Contracts in excess of the Formal Sealed Bid Limit not anticipated and not adopted as a line item of a department's fiscal year budget must be presented to the Board of Commissioners for approval. The Board of Commissioners may authorize the Chairman or any other delegated authority to sign the contract.

9.3 The County Manager shall have authority to approve and sign (or authorize signature by the Purchasing Director) all contracts valued less than the Formal Sealed Bid Limit not previously approved in the fiscal year budget.

9.4 Emergency Purchases: Under emergency conditions and notwithstanding 9.3 above, the County Manager may authorize any contract, provided sufficient funds are available. If the contract exceeds the Formal Sealed Bid Limit the contract and an explanation of the nature of the emergency shall be brought to the Board of Commissioners by the Purchasing Director for ratification at the next scheduled Board meeting.

9.5 The Board of Commissioners may authorize the Chairman, and in his/her absence the Vice-Chairman, to sign revenue generating contracts on a contract by contract basis that have been presented to and approved by the Board of Commissioners.

9.6 The Chairman of the Board of Commissioners, Vice-Chairman in his/her absence, or the County Manager in their absence, and the Purchasing Director, when provided for in this policy or specifically delegated, are the only authorized signatures for contracts governed by this policy, except as set forth below.

9.6.1 A Department Manager, Elected Official and/or authorized representative(s) may sign departmental purchase orders up to the value of \$2,000. See 5.1.1.



(Purchasing) Policy on Procurement and Contract Management

- 9.6.2** When necessary, the Purchasing Director may delegate his/her authority to sign purchase contracts to a designee provided those contracts meet the requirements of this policy.
- 9.6.3** A department manager or his or her designee may sign facility use contracts that do not extend beyond one year (e.g., park use contracts).
- 9.7** All contracts requiring the signature of the Chairman, the County Manager, or a BOC authorized signatory shall be reviewed and approved as to form by the County Attorney's Department, and submitted to the County Clerk prior to signature. The Clerk is responsible for obtaining the appropriate signature.

10.0 REQUIRED TERMS AND CONDITIONS FOR CONTRACTS

The County has standard terms and conditions that apply to all contracts. Prior to submission to the vendor for signature and prior to consideration by the Board of Commissioners, each contract requiring the signature of the Chairman or the County Manager shall be reviewed by the County Attorney's Office. Below is a partial listing of the basic terms and conditions that shall be included in all contracts.

- 10.1** Name of parties and written verification that vendor or professional is licensed and authorized to do business in GA.
- 10.2** Term of the Agreement (length of time) with effective date and date of expiration.
- 10.3** Consideration - what the County will pay, manner of payment (lump sum, not to exceed, etc.) when payment due, under what circumstances payment due, invoicing procedures, etc.
- 10.4** Any required state or federal regulation requirements dependent on funding source and type of work (e.g., immigration compliance, debarment, conflict of interest, equal employment opportunity, etc.).
- 10.5** Scope of services to be performed or goods to be delivered and time frame for performance of services or delivery (usually will include the RFP and response, both of which may be incorporated by reference in the contract document).
- 10.6** Termination provisions (for cause or for convenience).
- 10.7** Notice provisions, including list of contacts and addresses to send notices to for each party).
- 10.8** Multi-year contract provision (O.C.G.A. 36-60-13).
- 10.9** Insurance requirements, including certificates of insurance and requisite endorsements.
- 10.10** List of personnel to be assigned to project (when required).
- 10.11** Indemnification/hold harmless provision, indemnifying the county and its elected officials, employees, etc.
- 10.12** Conflict of Interest and Ethics provisions
- 10.13** Boiler plate provisions such as governing law and venue (Georgia), authorized parties, mediation of disputes, execution in subparts, assignment/subletting, ownership of documents, entire



(Purchasing) Policy on Procurement and Contract Management

agreement, force majeure, waiver, survival of terms, independent contractor, representation and warranties, etc.

Note: The above should not be considered as a full and binding list of terms and conditions for any and all County contracts. Deletions and additions may apply to any and all contracts depending on scope of work and/or other factors.

11.0 BONDS

For Public Works Projects exceeding the Formal Sealed Bid Limit, bidders and offerors shall be required to post all legally required bonds or alternative security as allowed by state law and approved by the Purchasing Director. Notwithstanding the above, the County may require a bond(s) or other security on any project regardless of value.

11.1 Types of Bonds

11.1.1 Bid Bond: A bond with good and sufficient surety to be submitted with the bid document for the faithful acceptance of the contract, payable to, in favor of, and for the protection of Cobb County

11.1.2 Payment Bond: A bond with good and sufficient surety payable to Cobb County to be submitted by the contractor and approved as to form and solvency of the surety by the County prior to the execution of the contract; This bond is intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment for the work. The bond shall be in the amount of 100% of the contract value.

11.1.3 Performance Bond: A bond with good and sufficient surety payable to, and in favor of, and for the protection of Cobb County, to be submitted by the contractor and approved as to form and as to solvency by the County prior to the execution of the contract; This bond is intended for the faithful performance of the contract and to indemnify the County for any damage occasioned by a failure to perform the same and within a prescribed time.

12.0 ETHICS IN PUBLIC PROCUREMENT

Cobb County procurement processes and practices stress integrity, fairness, and transparency. All purchase transactions shall be made in a manner that promotes fairness and impartiality toward all suppliers and providers. County employees shall refrain from showing favoritism or being influenced by a supplier or provider through the acceptance of gifts, gratuities, entertainment, loans, or favors. (See County Gifts and Gratuities Policy).

13.0 COMMISSION AUTHORITY

It should be noted that nothing in this policy is intended to restrict Board of Commissioners' authority to set the duration of all contracts, determine conditions and terms of contracts, assign authority for signature of any of these documents, terminate contracts for insufficient funding as provided in O.C.G.A. §36-60-13, or exercise any other power or authority provided by law.



(Purchasing) Policy on Procurement and Contract Management

ATTACHMENT A

Contract Management Guidelines

As each department is responsible for managing their own contracts, it is imperative that contracts are properly administered in order to protect the interests of Cobb County. Listed below are some key practices to good administrative oversight for contract management to ensure that contractors comply with all terms of contracts. These practices are not all inclusive, but can be used as a baseline in contract monitoring procedures.

1. To the extent possible, form contracts should be incorporated into every RFP to minimize negotiations and clarify expectations for bidders.
2. Compliance with contract insurance requirements should be promptly and fully addressed with the assistance of Insurance Coordinator to facilitate legal approval and execution by the Chairman or County Manager.
3. Written contract monitoring procedures should be developed by each department (based on the types of contracts it administers).
4. Work completion and/or items received should be verified before processing payment requests. The verification should include some measurement of work performed, quantity of items received, and price agreed in the contract. Evidence to support the verification should be maintained.
5. Vendor discount (s) should always be taken, if applicable.
6. Vendor invoices should always be re-calculated to avoid clerical errors.
7. Cost allocation methodology to other departments should be reviewed periodically to ensure accuracy.
8. Gifts of any kind should never be accepted from a vendor. (Please refer to the County's Gift and Gratuities policy)
9. Contract monitoring activities should be periodically rotated among department staff to protect the integrity of the monitoring process.
10. All monitoring activities should be in writing, including changes to the scope of work, pricing, terms, etc. These activities should be reviewed and approved by the appropriate level of authority. If a problem is identified, promptly notify the contractor to resolve the issue.
11. On-site visits should be conducted if applicable.
12. At the conclusion of each contract, an overall assessment should be made to ensure all expectations were fully satisfied. Failure of any aspect of the contract should be documented and forwarded to the Purchasing Department.

6. NON-COMPLIANCE

Violations of this policy may include one or more of the following:

1. Disciplinary action according to applicable County policies;
2. Termination of employment; and/or
3. Legal action according to applicable laws and contractual agreements.



(Purchasing) Policy on Procurement and Contract Management

REVISION HISTORY

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