PURCHASING POLICIES & PROCEDURES

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INTRODUCTION TO PURCHASING

1. The policies and procedures governing the purchase of supplies, equipment and contracted service by the County of Tulare and any special district whose affairs are under the supervision and control of the Board of Supervisors and other local government entities having duly executed purchasing agreement with the County of Tulare pursuant to SECTION 6502 the Government Code, State of California, are outlined in SECTION 1075 through 1098, Article 2 of the County Ordinance Code and in Article 7, SECTION 25500 of the Government Code (Government of Counties), State of California.

2. The purchasing of services, equipment and supplies are centralized in the Purchasing Department under the immediate supervision of the Purchasing Agent. No invoice submitted by a vendor is to be paid unless the purchase was made or approved by the Purchasing Agent or his authorized agent.

COUNTY OF TULARE STANDARDS OF PURCHASING PRACTICE

1. To regard public service as a sacred trust, giving primary consideration to the interests of the public agency that employs us.

2. To purchase without prejudice, seeking to obtain the maximum value for each dollar spent.
3. To avoid unfair practices, giving all qualified vendors equal opportunity.

4. To honor our obligations and require that obligations to our public agency be honored.

5. To accord vendor representatives courteous treatment, remembering that these representatives are important sources of information and assistance in solving our purchasing needs.

6. To refuse to accept any form of commercial bribery and prevent any appearance of so doing.

7. To be receptive to counsel from our colleagues and to cooperate with them to promote a spirit of teamwork and unity.

8. To conduct ourselves with fairness and dignity and to demand honesty and truth in the purchasing process.

9. To strive for greater knowledge of purchasing methods and of the materials we purchase.

10. To cooperate with all organizations and individuals involved in activities designed to enhance the development of the purchasing profession, remembering that our actions reflect on the entire purchasing profession.

GOALS AND PURPOSE OF PURCHASING

1. The Purchasing Department will strive constantly to increase its knowledge of service, materials, prices, processes and sources in manufacturing and shall keep other departments informed.

2. The Purchasing Department will study the market of County supplies to determine the most advantageous time to purchase specific materials and to be constantly alert to economic changes.

3. The Purchasing Department will not extend favoritism to any vendor. Each order will be placed on the basis of quality, price, delivery and past performance.

4. Salesmen are requested to conduct their business with the Purchasing Department during established hours. If calls on other departments are necessary, they are to be arranged by the Purchasing Department.

5. All suppliers' representatives will have a hearing relative to their products or services on the first scheduled appointment. Subsequent visits shall be promptly acknowledged and interviews granted.

6. Specifications of the material needed is a prerogative of each department, if within the approved policies and standards; however, the Purchasing Department may question the quality and kind of material requested and to make recommendation relative to health, safety, economy and substitute materials.

7. The Purchasing Department will refrain from assisting any person in securing materials at a discount for personnel use.

RESPONSIBILITIES OF PURCHASING

1. Responsibilities - Purchasing Agent:

The Purchasing Agent is responsible for the acquisition of all material, equipment and services, except those goods and services contracted directly or approved by waiver by the Board of Supervisors, the County requires to operate, maintain and improve its services. The Purchasing Agent has established a Lead Time Schedule for submission of requisitions to allow reasonable time for bidding, award and delivery. He is also responsible for the following: disposition of property no longer suitable for County use; commercial relations with vendors; registration and licensing of vehicles, contracts for installation or repairs on or in County leased and owned property, evaluate new products and source of supply; all requests for price quotations; all purchasing; selection of vendors with whom the County will do business and determination of the price the County will pay for materials, equipment and service.

The Purchasing Department shall be responsible for:

A. Securing necessary bids for the purchase of supplies, equipment and certain designated services used by the County from those sources able to offer the best prices consistent with quality, delivery and service.

B. Securing necessary bids for the sale of surplus, obsolete, or scrap material.

C. Issuing written purchase orders and/or contracts for materials purchased.

D. Conducting necessary price adjustment negotiations.

E. Preparing, issuing, and signing of professional service agreements and public work contracts.

2. Responsibilities - Other Departments:

When a department desires equipment or material of a certain kind or make, their written recommendation signed by the department head or their authorized representative should accompany the requisition and should include specific reasons or justification for this recommendation.

While departments have primary responsibility for the determination of materials, supplies, equipment and service which they requisition, the Purchasing Agent will evaluate quality, quantity and type selected to insure that the best interest of the County is served. Departments are encouraged to consult with the Purchasing Agent or his representatives at any time concerning materials, specifications or other general information. The Purchasing Agent will arrange demonstrations of products and obtain other information when requested.

All departments should try to comply whenever possible with the Purchasing Lead Time Schedules for submission of requisitions in time to allow securing of competitive prices and the required delivery of materials and equipment. Information on new products or procedures (if new equipment is involved) should be shared with the Purchasing Agent as soon as it is known that a requisition will be submitted.

With the exception of Emergency Order (see page X) any purchases made in the name of the County without authorization will be considered an obligation of the person making the purchase and not an obligation of the County.

GOVERNMENT CODES

The Purchasing Agent's buying power is defined by the State Government Code, Public Contract Code, Street and Highway Codes. These powers are further defined by our County Ordinance Code. The following is a break down of buying power given to the Purchasing Agent and departments by the Board of Supervisors through the County Ordinance.

ITEM 1. Construction or Repairs: SECTION 1077 (c) of the County Ordinance Code sets limits of bidding for construction or repairs by the Purchasing Agent at Seventy-Five Thousand Dollars ($75,000). Construction or repairs consist of construction or repairs on any County building or grounds: example would be, but not limited to, painting, electrical work, framing, plumbing, etc. The Purchasing Agent, as per section 1079(F), may at his options, depending on need and availability, bid or not-bid construction or repairs. Any request for construction or repairs exceeding Seventy-Five Thousand Dollars ($75,000) must be submitted to the Board of Supervisors for a formal Board Bid.

ITEM 2. Independent Contractors: SECTION 1077a of County Ordinance Code sets the limits for contracted services with independent contractors at Forty Thousand Dollars ($40,000). Independent Contractors consist of, but not limited to, service agreements for repair of equipment such as typewriters, calculators, etc., professional consultation and/or services in a given field. The Purchasing Agent, as per section 1079(d), depending on the need and availability, has the option to bid or not-to bid service with or without materials up to Forty Thousand Dollars ($40,000). With the exception of some departments (as per Section 1077a(c)) who can contract services within limits of their budget. Any request exceeding Forty Thousand Dollars ($40,000) must be submitted to the Board of Supervisors for a formal Board Bid.

ITEM 3. Personal Property: SECTION 1079 of the County Ordinance Code, unless otherwise approved by a Board of Supervisors Resolution to waiver Bid requirements (see page 26 on waivers), all Personal Property exceeding Twenty-Five Thousand Dollars ($25,000) in value must be submitted for a formal written Bid. Any items less than Twenty-Five Thousand Dollars ($25,000) in value are not required to be submitted for formal written Bid. However, the Purchasing Agent, after consulting with the requesting department, on need and availability, may bid any item. For items less than Twenty-Five Thousand Dollars ($25,000), phone or fax quote Bids will be used when possible.

ITEM 4. Road Department Projects: SECTION 1079E set the limits of the Purchasing Agent to Bid at Twenty Five-Thousand Dollars ($25,000). Any projects exceeding this amount must be submitted to the Board of Supervisors for a formal Bid. The Purchasing Agent may at his option Bid or Not-Bid Projects under $25,000 as per SECTION 1079(e). This again would depend on availability and time frame set to complete project.

SUMMARY OF GOVERNMENT CODES

TULARE CO.ORDINANCE SECTION	ITEMS	LIMITATION	PURCHASING ACTION NEEDED
1077(a) 1077a(c)*	Service of Independent & Contractors, with or without furnishing of materials	$40,000 Over $40,000	Board Contract
1079D	Contract for Construction & F and Repairs	$75,000 Bid Over $75,000	Board
1079	Personal Property*	$25,000	Bid or Board Waiver
1079E	Road Projects work	$25,000 Over $25,000	Board Contract

*1077C Indicates which departments are excluded for specified services.

BIDDING GUIDELINES

1. The Purchasing Agent is responsible for analyzing bids and shall, after consulting with requesting department, determine that the equipment and/or supplies selected meet the specifications.

2. Bid specifications are to be clear, complete and conductive to competitive bidding, and include all conditions necessary to bid.

3. All written bids are to be opened in public by the Purchasing Agent, his representative or persons as may be assigned by the Board of Supervisors, and read aloud at the prescribed time and place. Interested parties may secure prices and other information at the public readings of the bids. No bid may be removed from the Purchasing Office. After the public reading of the bids, tabulations and analysis will be completed. A recap of the bid will be available in the Purchasing Department for interested parties. The award will be made by the Purchasing Agent or persons as may be assigned by the Board of Supervisors. Any bids received after the time specified in the notice shall be returned unopened.

4. The County reserves the right to accept or reject any or all proposals or bids, or any combination thereof, and to waive any informality or irregularity in the bid, or in the bidding in accordance with Tulare County Ordinance Sections 1081 and 1081.1.

5. When all considerations of a bid are equal, the award is to be processed as follows:

A. Single Item Bid: Equal bids are awarded by a drawing, except that preference shall be given to local firms. A local firm is defined as one established in Tulare County with normal wholesale or retail outlets.

B. Multiple Item Bid: Equal multiple bid items may be awarded to one firm or multiple firms if the County so desires, unless specified by bidder as an all or none bid.

C. Equal aggregate bids between either all local or all out-of-town firms shall be awarded by drawing, unless otherwise specified in the bid.

GUIDELINES FOR WAIVER OF BID REQUESTS

From time to time it is advantageous and in the County's best interest to authorize the General Services Director/Purchasing Agent to waive bidding procedures. Therefore, as Per Board Resolution 86-0614, it has been established as policy that the Board of Supervisors may consider waiving the bidding procedures providing the following guidelines have been addressed in your request.

1. Vendor is sole source. This should be documented in writing by the department.

2. Equipment or supplies have been standardized. Reasons for such standardization should be specified in your request, and may include:

a. User operational uniformity and acceptability

b. Efficient development of a parts inventory

c. Simplification in equipment servicing

d. Proven extended life and less maintenance

3. Time is of the essence and there is not sufficient time to go through the bidding procedure. Reasons for the time restraints should be stated in the request.

4. Selected vendor's price is less.

5. Quality, warranty, salvage value and/or selected vendor service is superior.

6. Equipment or product performance is superior to other makes or brands.

7. Any other information that would assist our Board in making an informed decision. The items set forth in paragraphs
4, 5 and 6 standing alone, may not constitute sufficient basis for a waiving of the bidding procedure.

A resolution should be prepare at the same time the agenda item is prepared showing the equipment or material to be purchased, selected vendor, name and address, amount of source of funds to the expended along with the budget account number established by the Auditor's Office.

PROCEDURE FOR ENGAGING INDEPENDENT CONTRACTORS TO PERFORM SERVICES

PROFESSIONAL SERVICES AGREEMENTS

COUNTY ORDINANCE CODE 1077a: Independent Contractors: Service to County Departments:

(a) Except as otherwise provided below, the Purchasing Agent may engage independent contractors to perform services for the County and the offices thereof, with or without the furnishing of material, where the aggregate cost does not exceed Forty Thousand Dollars ($40,000) for each project, in accordance with Section 25502.5 of the Government Code of the State of California. If the Board of Supervisors has by resolution directed that the County Administrative Officer also approve said contracts, the contract must first be approved by the County Administrative Officer unless the County Administrative Officer has delegated such authority to the Purchasing Agent. For purposes of this Section, "project" shall be defined to mean a specific, identifiable work of limited duration and scope which may or may not extend beyond one fiscal year. Notwithstanding the foregoing, the Purchasing Agent may engage independent contractors to perform services which are not limited to a specific project, but which are to be provided on an on call/as-needed basis pursuant to an Agreement which does not commit the County to pay for such services beyond one fiscal year.

Steps required for processing professional services agreements:

1. Call Purchasing, discuss your needed requirements. Purchasing will review with you your requirements and provide you with information required in order for an agreement to be processed. Areas you should consider when requesting a Professional Service Agreement include, but are not limited to:

a. What type of work do you need.

b. Review and complete the Independent Contractor Criteria check list form. (see sample).

c. Minimum Scope and Limits of Insurance requirements: See Page____

d. Once you have discussed your requirements, request proposal from the prospective vendor(s) for service required. Upon receipt of proposal, submit the proposal along with Purchasing Requisition Form

GS/PA 14 and Independent Contract Criteria check list form to Purchasing for processing.

2. Purchasing will review information received to assure services requested meets the requirements of an Independent Contractor. If Information meets the County requirements an agreement will be prepared and forwarded to department for review. Department will review and make corrections if needed, and return to Purchasing. Upon receipt of agreement by Purchasing, and corrections are made (if needed), 3 copies of the agreement shall be prepared and forwarded to the Contractor for his/her signature.

3. The Contractor will sign and return all 3 copies of thet agreement to Purchasing for signature. Copies of the agreement will be destributed to the Contractor, requesting department, Purchasing and the Auditor office.

4. If changes are required during the term of the agreement (i.e. extension of term, amount encumbered or additional service), submit a Purchase Order Modification Form GS/PA 51, clearly indicating the changes required. If your intent is to extend the agreement and you need to use new fiscal year appropriations, submit Purchasing Form GS/PA 14 Requisition, clearly referencing the current agreement number. (All modifications must be done prior to the agreement expiration date.)

INDEPENDENT CONTRACTOR CRITERIA CHECK LIST FOR

PROFESSIONAL SERVICES AGREEMENTS

1. NO INSTRUCTIONS
Contractor will not be required to follow, nor will he/she be furnished with instructions to accomplish his/her job. The County may provide job specifications.
YES:_____ NO:_____

2. NO TRAINING
The contractor will not receive training by the County. He/she will use his own methods to accomplish his/her work.
YES:_____ NO:_____

3. SERVICES DON'T HAVE TO BE RENDERED PERSONALLY
The contractor is being hired to provide a result and will have the right to hire others to do the actual work.
YES:_____ NO:_____

4. WORK IS NOT ESSENTIAL TO THE COUNTY
The County's success or continuation does not depend on the services of outside contractors.
YES:_____ NO:_____

5. OWN WORK HOURS
The contractor will set his/her own hours.
YES:_____ NO:_____

6. NOT A CONTINUING RELATIONSHIP
The contractor won't have a continuing relationship with the County. If the relationship is frequent, it will be at irregular intervals, on call (not full-time), or whenever work is available.
YES:_____ NO:_____

7. CONTROL THEIR OWN ASSISTANTS
If assistants are hired, it will be at the contractor's sole discretion. The contractors will be responsible for hiring, supervising and paying those assistants.
YES:_____ NO:_____

8. TIME TO PURSUE OTHER WORK
The contractor will have time to pursue other gainful work.
YES:_____ NO:_____

9. JOB LOCATION
The contractor will control where he/she works on County premises, the County personnel will not direct or supervise him/her.
YES:_____ NO:_____

10. ORDER OF WORK SET
The contractor will determine the order and sequence that he/she will perform his/her work. It is acceptable to require the projects be completed in a certain order, or on a timeline.
YES:_____ NO:_____

11. NO INTERIM REPORTS
Since the contractor is being hired for the final result he/she will not be asked for progress or interim reports.
YES:_____ NO:_____

12. PAYMENT TIMING
The contractor will be paid by the job, not by time. Payment by the job can include periodic payments based on a percentage of the completed job. Payment can be based on the number of hours needed to do the job times a fixed hourly rate. However, this will be set in advance of the job.
YES:_____ NO:_____

13. WORKING FOR MULTIPLE FIRMS
The contractor will work for more than one firm at a time.
YES:_____ NO:_____

14. BUSINESS EXPENSES
The contractor will be responsible for his/her incidental expenses.
YES:_____ NO:_____

15. OWN TOOLS
The contractor will furnish his/her own tools. If the County leases equipment to the contractor, the terms will be equivalent to what an independent business person could have obtained in the open market.
YES:_____ NO:_____

16. SIGNIFICANT INVESTMENT
The contractor can perform his services without the County's facilities (equipment, office furniture, machinery, etc.). The contractor's investment in his/her trade is real, essential and adequate. There is a reasonable basis for treating the worker as an independent contractor. Reasonable means:

a. You relied on similar judicial rulings, IRS technical advice (the written response you get when you submit an SS-8).

b. In a past IRS audit, you were not charged fines for treating workers doing similar work as independent contractors.

c. It is recognized practice for a large segment of your industry to treat certain types of workers as independent contractors.
YES:_____ NO:_____

17. SERVICES AVAILABLE TO GENERAL PUBLIC
The contractor makes his/her services available to the general public by having: an office or business signs or business license or list his/her services in a business directory or advertises his/her services.
YES:_____ NO:_____

18. Possible profit or loss
The contractor can make a profit or a loss as follows:

a. The contractor hires, directs and pays assistants.
He/she has his/her own office, equipment, materials or facilities.

b. The contractor has continuing and reoccurring liabilities.

c. The contractor has agreed to perform specific jobs for prices agreed upon in advance.

d. The contractor's services affect his/her own business reputation.
YES:_____ NO:_____

The requested service meets the requirements of a independent contractor.

SIGNATURE OF DEPARTMENT HEAD

DEPARTMENT

NAME & ADDRESS OF COMPANY/VENDOR

Below is a sample of a Professional Service Agreement. However, depending upon the type of professional service the conditions and requirements may change because all agreements are not the same.

TULARE COUNTY AGREEMENT NUMBER

This Agreement is made and entered into this _____ day of _____, 1995 by and between as the contractor (hereinafter "CONTRACTOR") and the County of Tulare - Department (hereinafter "COUNTY"), as the purchaser of . The rendering of service under this Agreement shall commence from the date first above written and shall terminate no later than , 19 .

1. CONTRACTOR agrees to provide the following services:

A.

B.

2. All work under this Agreement shall be done to the satisfaction of the Tulare County Director or his designee.

3. CONTRACTOR shall hold harmless, defend and indemnify the COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind,

including death or injury to any person and/or damage to any property, including COUNTY property arising out of the activities of CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

4. In performing the services herein specified, CONTRACTOR shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR shall be responsible for providing legally mandated benefits including, but not limited to workers' compensation insurance, and to comply with state and federal tax withholding regulations. COUNTY retains the general right of inspection in order to judge, whether, in the COUNTY's opinion, the work is being performed by CONTRACTOR in accordance with the terms of this Agreement. CONTRACTOR shall have no authority to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY in any obligation.

5. This Agreement may be terminated by the COUNTY with or without cause at any time by provision of written fourteen (14) day notice to CONTRACTOR at the address set forth in this Agreement. This Agreement may be modified or amended at any time by the mutual written consent of both parties.

6. The COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit A and B which are attached and made a part of this Agreement. CONTRACTOR shall submit for COUNTY approval a detailed invoice describing the work performed. All payments under this Agreement shall be made in accordance with the COUNTY's normal payment cycle. It is mutually agreed that the COUNTY shall pay CONTRACTOR no more than a maximum of THOUSAND DOLLARS AND 00/100 ($0,000.00) for all services rendered under this Agreement. Expenses for other services or materials not herein listed are not authorized nor reimbursable.

7. Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the General Services/Purchasing Department, evidence of its compliance with the requirements of Labor Code Section 3700 relating to worker's compensation benefits and policies of insurance, or certificates thereof, issued by companies licensed to transact business in the State of California providing comprehensive liability insurance with combined single limit of liability coverage of at least FIVE HUNDRED THOUSAND DOLLARS ($500,000) per single occurrence. Such policies shall name the County of Tulare, its officers, agents, and employees as additional insureds. The insurance coverage shall be issued at the expense of and maintained by the CONTRACTOR during the entire term of this Agreement. Said policy shall provide that insurance carrier notify COUNTY of any cancellation or material change in coverage within ten (10) days prior to effective date.

8. CONTRACTOR shall comply with all State and Federal confidentiality requirements.

9. It is the policy of the County of Tulare Board of Supervisors that in connection with all work performed under a Purchase Order or Agreement with Tulare County, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed, and therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws regarding employment practices. In

addition, the CONTRACTOR agrees to require like compliance by all sub-contractors employed on the work by CONTRACTOR.

10. It is understood and agreed that this Agreement is not meant to be exclusive and the COUNTY reserves the right to enter into other contracts for same process services if it so desires.

11. Neither party shall assign this Agreement nor the rights and duties under this Agreement without the prior written consent of both parties.

12. The products of all work under this Agreement including but not limited to any reports, manuals, and other documentation shall be the property of the COUNTY.

13. The complete contract between COUNTY and CONTRACTOR consists of the following contract documents in existence: This Agreement, and all amended bulletins and modifications incorporated in those documents before their execution. The work called for in one document and not expressly mentioned in the other is to be performed the same as if mentioned in all contract documents. It is hereby mutually agreed and understood that if any particulars and provisions of parts thereof in any contract document is contrary to another contract document, the provisions contained in this Agreement shall control and supersede such provisions in any other contract documents.

14. All notices, demands, or other written communications to be given under this Agreement shall be deemed to have been fully given when made in writing and addressed to the respective parties as follows:

CONTRACTOR COUNTY

_____ DEPARTMENT OF GENERAL _____
SERVICES\PURCHASING Department

_____ COUNTY CIVIC CENTER, RM 102

VISALIA, CA 93291

AGREED: AGREED:

DATE: DATE:

c\ag#

PROCEDURE FOR REQUESTING PURCHASING AGENT CONTRACT ARTICLES OF

AGREEMENT ALSO REFERRED TO AS A PUBLIC WORKS AGREEMENT

Public Works Agreement is pursuant to the provisions of section 2013 of the Public Contract Code of the State of California, purchase furnishings, materials and supplies and employ independent contractors used in the construction or repair of the works listed below when the total cost does not exceed Seventy Five Thousand Dollars ($75,000) for each project, amount in excess of this amount require the Board of Supervisors Bid. County Ordinance Code 1079D & 1079F

A. Construction, alteration, demolition or repair (LC Section 1720(a)

B. Street and sewer work done under the direction and supervision of a public body (LC Section 1720(c)

D. The Laying of carpet in a public building (LC Section 1720(d) and (e).

E. Maintenance work in public building (LC Section 1771 and Title 8 California Administrative Code (CAC) Section 16000)

F. Custodial or janitorial work in public utilities (Public Utilities Code Section 465)

G. Field Survey work when it is and integral part of a specific public works project (Title 8 CAC Section 1600(c)

If the agreement is for the amount of $1,000 or more, it will fall within the prevailing wage state law.

Steps necessary to process a Purchasing Agent contract:

1. If project exceeds $1,000 submit Purchasing Requisition Form GS/PA 14 with three (3) written proposals from prospective vendors; if under $1,000 submit one proposal from prospective vendor, who will provide required services to the Purchasing Department. Purchasing will review proposals with department recommendations and select the vendor who's services best suit the County and department needs.

2. A draft copy of the agreement will be typed and sent to department for approval. Department shall review it to assure that services requested are correctly stated in the agreement. Upon approval by department, 3 copies of the agreement will be mailed to the Contractor for their approval and signature.

3. The Contractor will sign and return all 3 copies of the agreement to Purchasing for signature. Copies of the agreement will be distributed to the Contractor, requesting department, Purchasing and the Auditor Office.

4. If any changes or modifications are needed prior to the completion of the project, a Purchasing Modification Form GS/PA 51 stating reason for change is required (i.e. need increase

in funds, additional work required). Purchasing will type up a change order and send it to the Contractor for signature. A copy of the signed change order will be sent to department and auditor.

5. Upon the completion of the work, the department must submit a memo with a payment voucher for 90% partial payment and invoice to the Purchasing Agent stating that the work has been completed to the departments director/or his designee's satisfaction prior to any payments equaling 90% being made.

6. The payments are made: 90% payment upon filing of a notice of completion by the Purchasing Department. The other 10% is can be paid 30 days thereafter by submitting a payment voucher to the Auditors office with a copy being sent to the Purchasing Department.

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1. If project exceeds $1,000 submit Purchasing Requisition Form GS/PA 14 with three (3) written proposals from prospective vendors; if under $1,000 submit one proposal from prospective vendor, who will provide required services to the Purchasing Department. Purchasing will review proposals with department recommendations and select the vendor who's services best suit the County and department needs.

2. A draft copy of the agreement will be typed and sent to department for approval. Department shall review it to assure that services requested are correctly stated in the agreement. Upon approval by department, 3 copies of the agreement will be mailed to the Contractor for their approval and signature.

3. The Contractor will sign and return all 3 copies of the agreement to Purchasing for signature. Copies of the agreement will be distributed to the Contractor, requesting department, Purchasing and the Auditor Office.

4. If any changes or modifications are needed prior to the completion of the project, a Purchasing Modification Form GS/PA 51 stating reason for change is required (i.e. need increase in funds, additional work required). Purchasing will type up a change order and send it to the Contractor for signature. A copy of the signed change order will be sent to department and auditor.

5. Upon the completion of the work, the department must submit a memo with a payment voucher for 90% partial payment and invoice to the Purchasing Agent stating that the work has been completed to the departments director/or his designee's satisfaction prior to any payments equaling 90% being made.

6. The payments are made: 90% payment upon filing of a notice of completion by the Purchasing Department. The other 10% is can be paid 30 days thereafter by submitting a payment voucher to the Auditors office with a copy being sent to the Purchasing Department.

Public Works Agreement is pursuant to the provisions of section 2013 of the Public Contract Code of the State of California, purchase furnishings, materials and supplies and employ independent contractors used in the construction or repair of the works listed below when the total cost does not exceed Seventy Five Thousand Dollars ($75,000) for each project, amount in excess of this amount require the Board of Supervisors Bid. County Ordinance Code 1079D & 1079F

A. Construction, alteration, demolition or repair (LC Section 1720(a)

B. Street and sewer work done under the direction and supervision of a public body (LC Section 1720(c)

D. The Laying of carpet in a public building (LC Section 1720(d) and (e).

E. Maintenance work in public building (LC Section 1771 and Title 8 California Administrative Code (CAC) Section 16000)

F. Custodial or janitorial work in public utilities (Public Utilities Code Section 465)

G. Field Survey work when it is and integral part of a specific public works project (Title 8 CAC Section 1600(c)

If the agreement is for the amount of $1,000 or more, it will fall within the prevailing wage state law.

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PROCEDURE FOR REQUESTING PURCHASING AGENT CONTRACT ARTICLES OF AGREEMENT ALSO REFERRED TO AS A PUBLIC WORKS AGREEMENT

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Below is a sample of a Purchasing Agent Contract (8 pages)(AKA Public Works Agreement). However, depending upon the type of services, the conditions and requirements may change because all agreements are not the same.

COUNTY OF TULARE AGREEMENT NO. STATE OF CALIFORNIA

COURTHOUSE DEPARTMENT

COUNTY CIVIC CENTER

VISALIA, CALIFORNIA

BID NO.

PURCHASING AGENT CONTRACT

ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into this day of , 19 by and between the COUNTY OF TULARE, hereinafter called the OWNER, and

hereinafter called the CONTRACTOR.

WITNESSETH: That the Contractor and Owner for the consideration hereinafter

named agree as follows:

ARTICLE (1) THE WORK: The Contractor agrees to furnish at his own cost and expense, all tools, equipment, apparatus, labor, materials, mechanical workmanship, transportation and services necessary to perform and complete, and will perform and complete in a good and workmanlike manner the following work:

(TITLE OF JOB)

GENERAL: (brief description) LOCATION:

RESPONSIBILITIES OF THE CONTRACTOR:

RESPONSIBILITIES OF THE CONTRACTOR: It shall be the responsibility of the Contractor to establish a knowledge of the general area, and the specific location of the various sites where the work is to be performed. This, so as to familiarize himself with the following as applicable:

worksite, ingress and egress thereto, location of adjacent buildings, structures, utilities, trees, plantings, obstructions, soil composition and the extent of the job. It shall be the responsibility of the Contractor to cope with all of the difficulties encountered concerning these eventualities, and all others which might effect the Contractor's ability to perform the work.

PROTECTION OF THE PROPERTY: The Contractor shall take all needed precautions to protect the property, both real and personal, of the County and private individuals and shall safeguard the passing public from harm, from any eventualities arising during the course of the work. He shall make certain that these safeguards are used for the above both during and after the hours of work.

WORKMANSHIP: All work shall be performed in a neat and workmanlike manner using the best recognized practices of the particular trade involved to properly complete the work required. The work shall proceed vigorously to completion, once it is started.

SPECIFICATIONS: Furnish all tools, equipment, apparatus, labor, materials, workmanship, transportation, and services necessary to perform and complete the as per Exhibit A which is attached and hereby made a part of this Agreement.

All work to be done to the satisfaction of the Tulare County Director\ Purchasing Agent or his designee.

COSTS: The price for all services rendered under this agreement is to include all materials and all labor and shall cover all costs of the use of the usual machinery and tools required in the work and shall include all of the Contractor's costs of insurance for property damage and public liability protection, social security benefits, unemployment insurance for workers, any other benefits, costs or charges required to be forwarded by the Contractor.

ARTICLE (2) TIME FOR COMPLETION AND DAMAGES: The work to be performed under this Contract shall commence within 30 days after the date first above written, and shall be diligently pursued by the Contractor, and completed within 30 days thereafter.

Should the Contractor be delayed in the erection or completion of the work by the neglect or default of the Owner, or by fire, strikes, lockouts, embargoes or earthquakes and which were not reasonable foreseeable at the time of execution of Contract Documents, then the time allowance herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no allowance of additional time shall be made unless a request is presented to the Owner within five (5) days of such obstruction or delay, including holidays, specifying the cause thereof.

In addition, the Contractor and the Owner reserve the right to mutually agree in writing upon an extension of time for completion for causes other than enumerated above.

The granting of an extension of time by the Owner for performance by the Contractor shall not operate as a waiver or stop the Owner from claiming damage due to any other delays, prior to subsequent which were not approved by the Owner as herein provided. The Owner shall not be liable for any damages on account of any such delay.

Should the Contractor fail to complete this Contract, and the work provided herein within the time fixed for such completion as determined by the Owner, the Contractor shall become liable to the Owner for all loss and damage which the latter may suffer on account thereof, and IT IS HEREBY UNDERSTOOD AND AGREED that it is and will be difficult and impossible to ascertain

and determine the actual damage with the Owner will sustain in the event of, and by reason

of, such delay. It is therefore agreed that said Contractor will pay to the Owner the sum

of Twenty-five ($25.00) Dollars per day for each and every day of delay beyond the time herein prescribed in finishing the said work as liquidated damages, as herein provided, and in case the same is not paid, agrees that the said Owner may deduct the amount thereof from any money due or that may become due said Contractor under this Contract. This paragraph does not exclude the recovery of damages under other provisions of the Contract Documents.

ARTICLE (3) THE CONTRACT SUM: In consideration of the covenants, agreements, and promises on the part of the Contractor contained in this Agreement, and the strict and literal fulfillment of each and every such covenant, agreement, and promise and as compensation in full for the performance and diligent completion of the work specified in Article (1) hereof, the Owner agrees to pay and cause to be paid to the Contractor according to the following schedule:

COST FOR PROJECT ($00,000.00)

It is mutually agreed that the Owner shall pay no more than a maximum of $00,000.00)

for the performance of all work under this Contract.

The price to be paid said Contractor shall be paid in legally issued warrants drawn at the order of Owner on the appropriate fund or funds as required by law, subject to delay attendant upon examination and approval of said orders by County officers in the manner required by law for the issuance of said warrants. County warrants will be issued with lag time as per standard County invoice payment procedures.

The price to be paid said Contractor shall be paid in legally issued warrants drawn at the order of Owner on the appropriate fund or funds as required by law, subject to the delay attendant upon examination and approval of said orders by County officers in the manner required by law for the issuance of warrants. Partial payments may be made as the work progresses. The aggregate totals of these partial payments are not to exceed ninety percent (90%) of the total accumulated work at the time of the partial payment. In lieu of partial payments, and upon completion of the work and its acceptance by the Owner, the Contractor may be paid ninety percent (90%) of the contract price. The final, if unencumbered, shall be due thirty-five (35) days after the filing of the Notice of Completion. County warrants will be issued with lag time as per standard County invoice payment procedures.

In lieu of the percent (10%) retainage, the Contractor may substitute securities as provided below.

Security Substitutions for Moneys Withheld to Insure Contractor's Performance:

The Contractor, at his request and expense, will be permitted to substitute equivalent securities for any moneys withheld to insure performance as follows, and in accordance with Section 4590 Chapter 13 of Department 5 of Title 1 of California Government Code. The term satisfactory completion of the contract in Section 4590 of the California Government Code shall mean the

time the Owner has issued written final acceptance of the work and filed a Notice of Completion as required by law.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Securities eligible for investment under this section shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the public agency.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to these conditions shall contain as a minimum, the following provisions:

a. The amount and type of securities to be deposited;

b. The terms and conditions of conversion to cash in case of the default of the Contractor

c. The termination of the escrow upon completion of the Contract; and

d. The Contractor shall pay all costs and fees associated with the escrow or deposit.

ARTICLE (4) WITHHOLDING: Payment of the contract sum shall be made in the manner and upon the conditions set forth in Article (3) hereinabove, subject to the following conditions, which are in addition to those contained elsewhere in the Contract:

(a) The owner may withhold payments to such extent as may be necessary to protect the Owner from loss on account of:

(1) Defective work or material not remedied or replaced.

(2) The filing of claims or notices to withhold, or reasonable evidence indicating probable filing of such claims or notices.

(3) Failure of the Contractor to make payments properly to sub-contractors, or for materials or labor.

(4) A reasonable doubt that the Contractor can be completed for the balance then unpaid.

(5) Damage to another Contractor.

When the above grounds for withholding are removed, payment shall be made for amounts withheld because of them.

ARTICLE (5) THE CONTRACT DOCUMENTS: The complete Contract between the Owner and the Contractor shall consist of the following Contract Documents in existence: The Solicitation for Bids; the Bonds; these articles of Agreement; Plans and Specifications; the Plot Plan; and all addenda, bulletins and modifications incorporated in those documents before their execution.

The work called for in one document and not expressly mentioned in the other is to be performed the same as if mentioned in all contract documents.

ARTICLE (6) ARTICLES OF AGREEMENT CONTROLLING: It is hereby mutually agreed and understood that in any particulars and provisions or parts thereof wherein any of the other Contract Documents are contrary to these Articles of Agreement, the provisions of these Articles of Agreement shall control and supersede such provisions of any other contract documents.

ARTICLE (7) CHANGE ORDERS: No change shall be made except on Change Order duly issued and unless in pursuance of a written order from the Owner stating that the extra work or change is authorized, and no claim of an addition to the contract sum shall be valid unless so ordered, approved and executed in the form of a supplemental written agreement or written Change Order.

The Owner, at any time during the progress of the work, shall have the right to order alterations in, additions to, or deviations or omissions from, the work contemplated by this Contract, and the same shall in no way make void the Contract. If any such changes involve an increase or decrease in the contract amount, the Change Order shall state the amount to be added to or deducted from the Contract amount, and shall also state the additional time, if any, needed for the performance of the work; provided that any addition shall be determined upon the basis of an estimate and acceptance of a lump sum; and provided further that, where additions to the Contract amount cannot feasibly be determined upon such estimate and acceptance basis, such additions shall be upon the basis of actual cost of labor and material, plus fifteen percent (15%) to cover the Contractor's profit and overhead expenses for the extra work.

ARTICLE (8) PROSECUTION OF WORK: If the Contractor should neglect to prosecute the work efficiently, properly and diligently or fail to perform any provisions of this Contract, the Owner, after one day written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor.

The Owner shall have the power and authority to order any mechanic or laborer from the worksite upon finding that such mechanic or laborer is not endeavoring in good faith to comply with the plans and specifications, or is so careless or incompetent as to jeopardize the proper prosecution of the work, and such mechanic or laborer shall not thereafter be reemployed on the work, except with the express permission of the Owner.

ARTICLE (9) TERMINATION BY THE OWNER: If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if the Contractor or any of his subcontractors are violating any of the provisions of the Contract, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, then the Owner may, and providing that sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the Contract; such notice to contain the reasons for such intention to terminate the Contract, and unless within five (5) days after the serving of such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said five (5) days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform

the contract, provided, however, that the surety within ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof, within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing, take possession and utilize in completing the work, such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such expense shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE (10) ASSIGNMENT: Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the pervious written consent of the Owner.

ARTICLE (11) LOSS OR DAMAGE: The Owner or its authorized representative shall not in any way or manner be answerable or suffer loss, damage, or expense or liability for any loss or damage that may happen to said work, or part thereof, or in or about the same during its execution and before acceptance and the said Contractor shall assume all liabilities of every kind or nature arising from said work, either by accident, negligence, theft, vandalism, or any causes whatever; and shall hold the Owner and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence or any cause whatever.

ARTICLE (12) HOLD HARMLESS: Contractor shall hold harmless, defend and indemnify the County, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to any property, including County property arising out of the activities of Contractor or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

ARTICLE (13) INSURANCE: Prior to approval of this Agreement by County, Contractor shall file with the General Services Department of Tulare County, Purchasing Department, evidence of its compliance with the requirements of Labor Code Section 3700 relating to worker's compensation benefits and policies of insurance, or certificates thereof, issued by companies licensed to

transact business in the State of California, providing comprehensive general liability

insurance with combined single limit of liability coverage of at least FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS ($500,000.00) per occurrence covering all of its activities under this Agreement. Such insurance policy shall name the County, its officers, agents and employees as additional insureds. The insurance coverage shall be issued at the expense of, and maintained by Contractor during the entire term of this Agreement.

ARTICLE (14) INDEPENDENT CONTRACTOR: While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor acts as an independent contractor and its employees are not officers, employees or agents of the County of Tulare. Contractor shall hold the County harmless from all matters relating to payments of Contractor's employees, including compliance with Social Security , withholding and all other regulations governing such matters.

ARTICLE (15) NON-RESPONSIBILITY OF THE OWNER: Indebtedness incurred for any cause in connection with this work must be paid by the Contractor, and the Owner is hereby relieved at all times from any indebtedness or claim other than the contract sum.

ARTICLE (16) HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workmen employed at any time by the Contractor, or by subcontractor under this Contract, upon the work, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as provided in Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein as if fully set out; and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as a penalty to the said Owner, Twenty-five Dollars ($25.00) for each workman employed by the Contractor in the execution of this Contract, or by any subcontractor under this Contract, for each calendar day during which said workman is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of said sections of the Labor Code.

The Contractor and each subcontractor shall also keep an accurate record showing the names and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the Owner or its officers or agents, and to the Department of Labor Law Enforcement of the Department of Industrial Relations, his deputies and agents.

Notwithstanding the above stipulations, pursuant to Section 1815 of the Labor Code, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon the project upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 1/2) times the basic rate of pay.

ARTICLE (17) WAGE RATES: In accordance with the requirements of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations, has determined the general prevailing rate of per diem wages for workmen required to perform the subject work. A copy of such prevailing wage rate is on file with the Clerk of the Tulare County Board of Supervisors and is available for inspection.

It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen, and mechanics employed by them in the execution of the Contract.

It is hereby further agreed that the Contractor shall forfeit to the Owner, as a penalty, Twenty-five Dollars ($25.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, who is paid less than the said stipulated rates for any work done under the Contract, by him or by any subcontractor under him. The difference between said stipulated rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than said stipulated rate shall be paid by the Contractor. The Contractor, and each subcontractor, shall keep or cause to be kept an accurate record showing the names

and occupations of all laborers, workmen and mechanics employed in connection with the execution of this Contract or any subcontractors thereunder, and showing also the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the Owner or its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Relations, his deputies and agents.

In case it becomes necessary for the Contractor or any subcontractor to employ on the work under his Contract any person in a trade or occupation (except executive, supervisory, administrative, clerical or other nonmanual workers as such) for which no minimum wage rate is hereby specified, the Contractor shall immediately notify the Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

ARTICLE (18) EMPLOYMENT OF APPRENTICES: Pursuant to Section 1775 of the Labor Code of the State of California, nothing in this Agreement shall prevent the employment of properly registered apprentices upon public works.

Every such apprentice shall be paid the standard wage paid to apprentices under the regulation of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered.

Only apprentices, ad defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he is training.

ARTICLE (19) CONVICT MADE MATERIALS: The Contractor agrees that no materials manufactured or produced in a penal or correctional institution shall be incorporated under this Contract.

ARTICLE (20) ROYALTIES AND PATENTS: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer of manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent he shall be responsible for such loss unless he promptly gives such information to the Owner.

ARTICLE (21) SURVEYS, PERMITS AND REGULATIONS: The Owner shall furnish all necessary existing surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

ARTICLE (22) NONDISCRIMINATION IN EMPLOYMENT: Federal and State Laws prohibit discrimination in employment. The California Fair Employment Practices Act (Labor Code Section 1410 to 1433) prohibits discrimination in employment on the basis of race, religion, color, sex, physical handicap, medical condition, marital status, age, national origin or ancestry, and applies to all employers, employment agencies and labor organizations.

Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Section 2000e - 2000e -17) prohibits employment discrimination on the basis, of race, color, sex, religion or national origin, and applies to all employers that employ at least 15 workers during each working day in each of 20 or more calendar weeks in the current or preceding year.

In addition to these two laws of general application, there are other Federal and State laws that prohibit employment discrimination in particular cases.

The County of Tulare is an Affirmative Action Employer and expects all of its contractors and suppliers to familiarize themselves with, and comply with, all applicable laws relating to employment discrimination.

IN WITNESS WHEREOF, This Agreement has been duly executed by the parties hereinabove named on the day and year first above written.

COUNTY OF TULARE

BY

PURCHASING AGENT

CONTRACTOR:

BY

TITLE

CONTRACTORS LICENSE NUMBER:

CONTRACTORS LICENSE CLASSIFICATION:

CERTIFICATION CONCERNING WORKMEN'S

COMPENSATION INSURANCE

STATE OF CALIFORNIA)

) ss.

COUNTY OF TULARE)

The undersigned is aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and the undersigned will comply with such provisions before commencing the performance of work under this contract.

DATED:

c\an\ag#

PURCHASING REQUISITIONS

All purchases for the County of Tulare are to be made in accordance with the following outlined procedures:

1. All requests for purchases of material, equipment or service are to be submitted on a Purchasing Requisition Number GS/PA Form 14.

2. Any preview material or materials ordered on approval must also be ordered on the GS/PA Form 14.

3. All requisitions must be approved by the Department Head or his or her authorized representative and submitted to the Purchasing Department for the issuance of a purchase order.

4. With the exception of Emergency Purchases, no materials should be received from vendors or services requested unless such are duly approved and a Purchase Order Number is assigned.

PROCEDURES ON FILLING OUT PURCHASE REQUISITIONS

1. Requisition Forms may be obtained at the Purchasing Office. Purchase Requisitions consist of three copies, white, yellow and pink. The department completes all copies. The white and yellow copies are to be submitted to the Purchasing Department for processing. The pink copy will be retained by the originating department as a file copy.

2. Each requisition form is pre-numbered in the upper right hand corner. This unique number is to be part of the purchase order number.

3. When providing a recommended vendor, include the complete address with the zip code. If you have had contact with the recommended vendor, include the name of the person you have talked to in the "contact" field.

4. When submitting a requisition for a maintenance agreement, a copy of the agreement must be attached for signature by the Purchasing Agent.

5. When submitting a requisition for an open purchase order, use either 12 MOS for the quantity and unit of measure, or 1 OPEN for the quantity and unit of measure to facilitate multiple payments against that purchase order.

6. The buyer handling the requisition is to add sales tax to the purchase order. Any estimated price must exclude sales tax.

7. If the requisitioner is able to "look up" the vendor codes in the system, use the vendor code.

NOTE: The REQUIRED Fields on the requisition form must be completed. Requisition forms submitted with information missing from one or more of these areas will be returned for completion. This will result in delayed deliveries of requested items.

FORM CODING INSTRUCTIONS

The following are field by field instructions on how to fill out a Requisition form (GS/PA 14).

1. DATE REQUIRED Enter the date (MMDDYY format) you are completing this form. It cannot be a future date.
2. ACTION REQUIRED Enter "E" for new entry.
3. RESP AGENCY REQUIRED Enter the code of the agency submitting this requisition. This must be a valid code in the Agency Master Table. (AGCY)
4. RESP ORG REQUIRED Enter the code of the organization within the submitting agency. This must be a valid code in the Organization Master Table. (ORGN)
5. ORG NAME REQUIRED Enter the name of the organization for verification purposes.
6. ID: RX REQUIRED Enter the agency code which was entered in the RESP AGENCY field.
7. VENDOR CODE OPTIONAL Enter the code,if known,from the Vendor Master Table. If the code is known for a "recommended" vendor. (VNAM & VEND)
8. VENDOR NAME OPTIONAL If a vendor is being recommended
   ADDRESS CONTACT
   PHONE NUMBER
  complete the name address contact person and phone number if known. If no vendor is being recommended leave blank. (Use address orders are to be mailed to.)

9. REQUESTED BY REQUIRED Enter the name of the person making the request for services or supplies.
10. PHONE REQUIRED Enter the phone number of the requestor.
11. DEL DATE REQUIRED Enter the date by which the supplies must be delivered to the requesting department (in MMDDYY format). This date may not be less than one month from the date the requisition was submitted.
12. SHIP TO REQUIRED Enter the code for the delivery address as found in the Ship To Master Table. (SHIP)
13. RESP PERSON REQUIRED Enter the name of the person to whom questions should be addressed regarding the requisition. This would be the person in accounting that completes the requisition form.
14. PHONE REQUIRED Enter the phone number of the responsible person.
15. INVOICE TO REQUIRED Enter the code for the invoice address as found in the Invoice To Master Table.
16. LN REQUIRED Line Number. Enter a different number for each line on the document. Numbers from 01 to 06 are valid. This number will be used later on a purchase order to reference this requisition.
17. FUND REQUIRED Enter the code of the fund that will eventually pay for this item. The code must be valid in the Fund Mater Table. (FUND)
18. AGENCY REQUIRED Enter the code of the agency that will eventually pay for this item. The code must be valid in the Agency Master Table and the fund/agency combination must be valid in the Fund/Agency Master Table.
19. ORG/SUB REQUIRED Enter the code of the organization that will eventually pay for this item. Disregard the "sub" field. The code must be valid in the Organization Master Table.
20. ACTIVITY RESERVED This field is not used at this use.
21. OBJ/SUB REQUIRED Enter the object code from the Chart of Accounts that best describes the item or service being requested. Disregard the "sub" field. The code must be valid in the Object Master Table.
22. JOB # OPTIONAL This field may be used to capture "cost center" information. Use the cost centers established for your department.
23. CAT RESERVED This field is not used at this time and is reserved for later use.

24. TOTAL REQUIRED Enter the estimated cost to be charged to this accounting distribution. The total of all accounting lines MUST equal the total of all commodity lines.
25. I/D RESERVED This field is not used at this time and is reserved for later use.
26. LN REQUIRED Enter a different number for each line on the document. Numbers from 01 to 999 are valid. If there are more than 6 lines needed use as many attachment sheets as necessary.
27. QTY REQUIRED Enter the quantity of goods required. This must be a whole number no fraction or decimals will be accepted.
28. I/D RESERVED This field is not used at this time and is reserved for later use.
29. UNIT REQUIRED Enter the unit of measure for the requested items (ie, BX, EA, DZ etc.) This must be valid in the Unit Table. (UNIT)
30. COMMODITY CODE REQUIRED Enter the commodity code that most closely identifies the supplies or services requested. This must be valid in the Commodity Master Table. (COMM)
31. CATALOG # RESERVED This field is reserved for future use.
32. UNIT COST REQUIRED Enter the estimated or actual cost per unit of the items requested to three decimal places.
33. TOTAL COST OPTIONAL Enter the total cost of the items requested. This is the unit cost times the quantity. If not entered the system will calculate.
34. DESCRIPTION REQUIRED Enter any descriptive information related to the items requested. For descriptive information that will not fit within the field of 60 characters attach separate specification information to the requisition
35. PREVIOUS REQ/P.O. OPTIONAL Indicate the requisition number purchase order number and/or bid number for the last order of the items on this requisition. This would be a great help in processing your request.
36. AUTHORIZED REQUIRED Signature of the person

SIGNATURE authorized to sign requisitions for the requesting organization. The signature must be on Authorization To Sign Requisition and Purchase Orders form kept on file in the Purchasing Department.

PROCEDURES ON FILLING OUT PURCHASE CONFIRMATIONS

Confirmations (GS/PA Form 14A) are to be used for emergency purchases only.

PROCEDURAL INSTRUCTIONS:

1. Requestor calls the Purchasing Department at 733-6286 to request a confirming purchase order number.

2. Requestor must provide the following information:

- Agency, organization and accounting numbers

- Name of vendor

- Item to be purchased

- Purpose of purchase

- Dollar amount of purchase

3. Requestor will be given a 5-digit number. This is only part of the purchase order number to be given to the vendor. The entire purchase order number is made up of the following components:

- Document Indicator PC

- Responsible Agency XXX

- PO Number XXXXX

A sample purchase order number will appear as follows:

PC 19012345

FORM CODING INSTRUCTIONS

The following are field by field instructions on how to fill out a CONFIRMATION, GS/PA 14A.

NOTE: The confirmation form is completed in the same manner as the requisition form, with the following exceptions:

- The 5-digit number received from the Purchasing Department over the phone must be written in the spaces in the upper right hand corner of the form.

- The name of the person, in Purchasing who assigned the purchase order must be written in the space "Buyer".

- The date on the form will be the date the order was given to the vendor.

- Actual costs will be entered in the accounting and commodity lines.

1. DATE REQUIRED Enter the date (in MMDDYY format) you received the PO number and gave the order to the vendor.
2. ACTION REQUIRED Enter "E" for new entry.
3. RESP AGENCY REQUIRED Enter the code of the agency submitting this requisition.
4. RESP ORG REQUIRED Enter the code of the organization within the submitting agency.
5. ORG NAME REQUIRED Enter the name of the organization for verification purposes.
6. ID: RX REQUIRED Enter the agency code which was entered in the RESP AGENCY field.
7. BUYER REQUIRED Enter the name of the person in the Purchasing Department who gave the purchase order number.
8. VENDOR CODE OPTIONAL Enter the coded if known. Remember this code must be the vendor's ordering address.
9. VENDOR NAME REQUIRED Enter the vendor name address
   ADDRESS CONTACT and the name of the person the
   PHONE NO. order was given to.
10. REQUESTED BY REQUIRED Enter the name of the person making the request for services or supplies.
11. PHONE REQUIRED Enter the phone number of the requestor.
12. DEL DATE REQUIRED Enter the date by which the order must be delivered to the requesting department (in MMDDYY format). This date may not be less than one month from the date of the order.
13. SHIP TO REQUIRED Enter the code for the delivery address as found in the Ship To Master Table.
14. RESP PERSON REQUIRED Enter the name of the person to whom questions should be addressed regarding the requisition.
15. INVOICE TO REQUIRED Enter the code for the invoice address as found in the Invoice To Master Table.
16. LN REQUIRED Line Number - enter a different number for each line. Numbers from 01 to 06 are valid.
17. FUND REQUIRED Enter the code of the fund that will pay for this item.
18. AGENCY REQUIRED Enter the code of the agency that will pay for this item.
19. ORG/SUB REQUIRED Enter the code of the organization that will pay for this item. Disregard the "sub" field.
20. ACTIVITY RESERVED This field in not used at this time and is reserved for later use.
21. OBJ/SUB REQUIRED Enter the object code from the Chart of Accounts that best describes the item or service being requested. Disregard the "sub" field.

22. JOB # OPTIONAL This field may be used to capture "cost center" information. Use the cost centers established for your department.
23. CAT RESERVED This field is not used at this time and is reserved for later use.
24. TOTAL REQUIRED Enter the actual total cost to be charged to this account. The total of all accounting lines MUST equal the total of all commodity lines.
25. I/D RESERVED This field is not used at this time and is reserved for later use.
26. LN REQUIRED Enter a different number for each commodity line. Numbers from 001 to 999 are valid. If there are more than 6 lines needed use as many "attachment" sheets (GS/PA14B) as necessary.
27. QTY REQUIRED Enter the quantity of goods required. This must be a whole number no fractions or decimals will be accepted.
28. I/D RESERVED This field is not used at this time and is reserved for later use.
29. UNIT REQUIRED Enter the unit of measure for the requested items (i.e. BX, EA, DZ, etc.) This must be valid in the UNIT TABLE.
30. COMMODITY CODE REQUIRED Enter the commodity code that most closely identifies the supplies or services requested. This must be valid in the Commodity Master Table.
31. CATALOG # RESERVED This field is not used at this time and is reserved for later use.
32. UNIT COST REQUIRED Enter the actual cost per unit of the items requested to three decimal places.
33. DESCRIPTION REQUIRED Enter any descriptive information related to the items requested. For information that will not fit within the field of 60 characters attach separate specification information (on plain paper) to the confirmation. Specify "See attached specifications" in the description.
34. PREVIOUS REQ OPTIONAL Enter requisition number
PO BID purchase order number and/or bid
number if known that the item was previously ordered on.
35. AUTHORIZED REQUIRED Signature of the person
SIGNATURE authorized to sign requisitions for the requesting organization.
The signature must be on
"Authorization to Sign" form
kept on file in the Purchasing
Department.
36. NO. REQUIRED Remember to write the purchase order number that was given to you by the Purchasing Department.

PROCEDURES FOR MODIFICATION OR CANCELLATION OF PO

The need to modify a purchase order may occur for the following reasons:

- increase/decrease in dollar amount

- change in vendor

- increase/decrease in unit cost

- increase/decrease in quantity

- change in account coding

PROCEDURAL INSTRUCTIONS

1. To request a change to an existing purchase order, complete a Request for Purchase Order Modification or Cancellation (GS/PA Form 51). Attach a copy of the original purchase order and submit to the Purchasing Department.

2. The GS/PA 51 is a three-part NCR form. distribution is as follows:

- Original & 2nd copy to Purchasing Department

- 3rd copy to originating department

FORM CODING INSTRUCTIONS

The following are field by field instructions on how to fill out a Request for Purchase Order Modification or Cancellation form (GS/PA 51)

1. RESP AGENCY REQUIRED Enter the code of the agency responsible.
2. RESP ORG REQUIRED Enter the code of the responsible organization.
3. ORG NAME REQUIRED Enter the name of the organization.
4. REQUESTOR REQUIRED Name of the person requesting the modification/change.
5. PHONE NO. REQUIRED Phone number for the person requesting the change.
6. VENDOR CODE
REQUIRED
Vendor code as it appears on the purchase order to be changed.

7. VENDOR NAME REQUIRED Name of the vendor to whom the purchase order is issued.
8. P.O. NO. REQUIRED Number of the Purchase Order to be modified. COMPLETE NUMBER.
9. ACCOUNTING CHANGES REQUIRED Enter all information as required to increase or decrease the current accounting line that appears on the purchase order to add another accounting line to the purchase order or to change accounting codes. Remember the total of all accounting lines MUST equal the total of all commodity lines. Therefore if a change is made in the total of an accounting line a change must also be made in a commodity line.
A. LN REQUIRED Enter the line number as it appears on the accounting line you are going to change on the purchase order. If adding an accounting line enter next number.
B. FUND REQUIRED Enter the fund code as it appears on the accounting line you are changing on the purchase order. If adding accounting line use fund code.
C. AGENCY REQUIRED Enter agency code.
D. ORG/SUB REQUIRED Enter organization code.
E. OBJ/SUB REQUIRED Enter object code.
F. JOB # OPTIONAL Enter only if appropriate.
G. TOTAL REQUIRED Enter only the dollar amount the accounting line (purchase order) is to be increased or decreased by.
H. I/D REQUIRED Enter "I" for an increase or a "D" for a decrease from original amount.
10. COMMODITY CHANGES REQUIRED Identify the commodity line by its line # and indicate how it is to be changed (i.e. Change unit cost from $50 to $100; Change the quantity from 10 to 20; Increase open PO from $500 to $1,000). Remember the total of all commodity lines MUST equal the total of all accounting lines. If a change is made in the quantity unit cost/total cost of a commodity line a change must also be made in an accounting line.
11. CANCEL PO OPTIONAL Check box if the purchase order is to be canceled completely. #9 Accounting Changes and #10 Commodity Changes must be completed decreasing the accounting

line(s) by total dollar amount and indicating the commodity line # quantity and unit cost to be decreased.

12. REISSUE TO OPTIONAL Check box if the order is to be issued to another vendor. The same requisition will be issued to issue a new purchase order to the new vendor.

A. VENDOR CODE REQUIRED Enter the vendor code and name
AND NAME of the vendor to whom the new
purchase order is to be issued.

13. REASON REQUIRED The circumstances which create the need for this modification.

14. DATE REQUIRED The date of the request.

15. AUTHORIZED REQUIRED Signature of the person
SIGNATURE authorized to sign. The signature must be on
"Authorization to Sign" form
kept on file in the Purchasing
Department.

EMERGENCY PURCHASES

An emergency exists when a breakdown in machinery or utilities occurs, and a service, material, or equipment is immediately necessary for preservation of life or property. If the Purchasing Agent or his assistants cannot be contacted by phone or radio for a purchase order number, and emergency purchase may be made by an employee who is authorized to sign requisitions. Thus, emergency purchases are to be used only when the Purchasing Agent or his assistants are not immediately available; after normal working hours, (5 pm to 8 am), weekends and holidays. In case such emergency should arise the following procedures should be followed:

1. Contact Purchasing Department the next normal working day and advise the Purchasing Agent or his assistants of the emergency purchase and the requisition number that will be used to cover the purchases. The Purchasing Department will issue a confirming Purchase Order.

2. A brief description of the emergency should be attached to the requisition when submitted to the Purchasing Department for payment.

It must be emphasized that unnecessary use of emergency purchases destroys the economical gains that can be obtained from a good centralized purchasing program.

REJECTED DOCUMENTS

Requisitions, confirmations and modification forms will be returned to the requesting department it they have not been properly or accurately filled out. All documents will be returned to the person named as "responsible person" and will be accompanied by Office Memorandum, GS/PA FORM7, indicating the reason or reasons for rejection.

All codes must be valid in the LGFS system, if not, rejected.

All required fields must be filled out, if not, rejected.

All accounting codes must be valid in LGFS, if not, rejected.

(If document is returned because of an invalid account number and the account has not been built in the system as yet, please hold onto the rejected document until verification has been received that the account has been built. If sent through before input, the document will be rejected and returned again.)

All accounts must have sufficient funds to cover requests, if not, rejected.

(If document is returned because of insufficient funds and a budget transfer has to be done, please hold onto the rejected document until verification has been received that the money has been transferred. If sent through before transfer entered the document will be rejected and returned again.)

Payment voucher must accompany requisition for check, if not, rejected.

It will be the responsibility of the requesting department to correct the rejected document and resubmit to the Purchasing Department. The original document will be returned to the department with the rejected memorandum (GS/PA Form 7) and will be the only notification sent.

PROCEDURES FOR REQUISITIONS FOR CHECKS

At times it is necessary a check accompany the order for services or supplies, or it is just more cost efficient to issue a check without first generating a purchase order. Currently there are three different procedures available for department use: Auditor's Warrant, Revolving Fund, and Direct Payment. It should be noted that departments are encouraged to use that procedure which will be more beneficial of its use and yet limit the amount of time purchasing would require to provide services.

1. AUDITOR'S WARRANT

These types of requests will still require a requisition (GS/PA Form 14) to be sent to the Purchasing Department. The procedure for completing the requisition is the same as instructed in the preceding pages.

In addition to the requisition the following will have to be attached to it:

- COMPLETED PAYMENT VOUCHER

- DOCUMENTATION (BACK-UP) - invoice, order form, registration form, etc.

- VENDOR'S COPY OF DOCUMENTATION (payment stub, order form, registration form, etc.) to be sent with check.

1. The requisition with all its attachments is sent to the Purchasing Department.

2. Purchasing "approves for payment"/sends to Auditor for payment processing.

3. Auditor issues and mails check, with inserts, to vendor.

2. REVOLVING FUND

Checks will be issued from the Purchasing Agent Revolving Fund only for emergency requests or those requests deemed necessary by the Purchasing Department. Checks issued from the revolving fund will be returned to the department for mailing.

ATTACH A PAY VOUCHER TO ALL REQUISITIONS FOR ISSUANCE OF REVOLVING FUND CHECK.

CHECKS TO BE CANCELLED: If the check is an Auditor's warrant it is to be returned directly to the Auditor's Office with instructions to cancel. If the check has been issued from the Purchasing Agent's Revolving Fund the check is to be returned to the Purchasing Department for cancellation.

3. DIRECT PURCHASES UP TO $499.00

In a continuing attempt to streamline the purchasing function, we have identified a process by which we can reduce the amount of paperwork and effort required for certain purchases. Both

the Purchasing Department's time and department's time will be saved because it will no longer be necessary to send requisition forms or vendor invoice forms to the Purchasing Department for the purchases listed on the attached sheet. These purchases are primarily those which, because of the very nature of the purchases, would not benefit form Purchasing Department services.

Submit payment voucher, with attached invoices, directly to the Auditor-Controller's office to pay for the items listed, AS LONG AS THE COST DOES NOT EXCEED $499.00 INCLUDING TAX. The Auditor-Controller will pay vendors for these purchases, subject to the limitation of the department's budget appropriations, upon approval of the invoices by the department head or authorized personnel. In the case of prepaid items such as subscriptions or membership, the order, invoice, or other documents must be attached showing what is being ordered and its cost.

DIRECT PURCHASES UP TO $1,000.00

Pamphlets, Booklets, Posters.

Motion picture rental or purchase.

Subscriptions to newspaper, magazines and other publications.

Instructional and/or Educational video or audio cassettes.

Postage for meters or P.O. Box rent.

Annual memberships in a department's organization(s).

Lodging and meals for Public Defender or District Attorney Witnesses.

Verification copies of birth, marriage, divorce certificates; verification of fingerprints from other counties or agencies.

Serving of warrants outside of County; service of Notices to Appear outside of County.

Registration of conference or seminar

Transportation cost to include meals for Department of Public Social Services court ordered cases, where County is mandated to provide.

*** Accident and police reports.

*** Stamps.

*** Books.

*** Legal Briefs from other agencies.

*** Classified adds approved by Purchasing.

*** Newly added items

COMMODITY CODES - SPECIAL

CODE DESCRIPTION

98600 California Sales Tax 7.25%

98700 Freight

98800 Shipping/Handling

98900 Postage/Handling

99000 Postage

DISCREPANCY REPORT

We realize that from time to time items or services received may not be up to standards as specified; such as shortages, duplicate shipments, damaged goods or improper service. We wish we were able to visit each Department and personally take care of these discrepancies; unfortunately, time does not allow us to do so. Therefore, we have devised a "Discrepancy Report" form to be used by Departments, whenever there is a problem with items received or services rendered.

"The following Procedure should be followed" when completing this form regarding discrepancies to eliminate delay in response from vendor.

1. Complete form with all information (see attached for instructions).

2. Retain goldenrod copy for your file and submit remaining copies to the Purchasing Department for proper handling.

DISCREPANCY REPORT INSTRUCTIONS

1. Type or print vendor's name and address

2. Where items were shipped to

3. Date report was filed

4. County Purchase Order Number

5. Leave blank. Purchasing will fill

6. Person who received items or services

7. Vendor invoice number (if known)

8. Packing slip number (if known)

9. Who made delivery, UPS, Freight Lines, etc.

10. Billing number from freight bill or UPS Tag number (if known)

11. Date item was received

12. Check what discrepancy was found

13. Check if items are to be returned

14. Give brief description of discrepancy and indicate who Purchasing Should respond to with reply to include Department phone number

15. DO NOT WRITE IN THIS SECTION

BACK ORDER OR NOT-RECEIVED LETTER TO VENDOR

The Purchasing Department has devised a Not-Received Letter. This letter can be used as a helpful tool to departments who are having problems with delivery of supplies or equipment because of Back Orders or Items not received.

The following procedures should be used when filling out this form:

1. Type the Vendor's name, address and city.

2. The Purchase Order Number of the items not received.

3. The date the Purchase Order was typed.

4. The description of items not received. If you have a long list of items, simply type SEE ATTACHED and staple the list to the letter.

5. Upon completion of form, retain the pink copy for your file and submit the white and yellow copy to the Purchasing Department. The Purchasing Department will sign form and forward the white copy to Vendor. The yellow copy will be attached to Purchasing Department copy of Purchase order and will be placed in Not-Received file.

Any correspondence received by Purchasing Department will be forwarded to the Departments and a copy will be stapled to the Purchasing Department copy of Purchase Order.

We believe, from past experience, that a Vendor will respond more quickly to a letter than a telephone call. So please utilize this form as mush as possible to help expedite your order.

If your need more information, please contact Al Guzman, Supervising Buyer at 733-6286.

Thank You.

SUB PURCHASE ORDER GUIDELINES & PROCEDURES

PURPOSE

The Sub Purchase Order is used to facilitate the acquisition of certain materials that are immediately available from vendors' stock and the procurement of limited services that are covered by annual agreement (contract).

NOTE: Check your yearly commodity and service calender.

GENERAL INSTRUCTIONS

The Sub Purchase Order may be used when authorized by a County department head or his/her authorized representative but in no event is to exceed the $1000.00 limit. Circumvention of this limit, such as splitting orders which are actually one transaction by use of two or more separate Sub Purchase Orders or the use of two or more vendors, is not allowed.

Sub Purchase Orders shall not be used for the purchase of office furnishings and decoration (including window, wall and floor coverings); the purchase of commodities, from other vendors, that are covered under existing annual price agreements (contracts); the purchase of goods which must be acquired through, or approved by, another County department (s) (such as computer hardware and software, telephones, radio communications equipment, printers, etc.); and the purchase of equipment which has been standardized or limited to a few brands (such as desktop calculators, typewriters, etc.).

UNDER NO CIRCUMSTANCES shall the Sub Purchase Order be used for the procurement of specialized services which require a Professional Services Agreement*; the procurement of services which can be provided by, or which require the approval of, another county department; or the procurement of services which requires the rendering of such services on County premises which are not already covered by annual service agreement (contract).

Departments are encouraged to practice prudent buying techniques which include contacting two or more vendors to determine the best price for significant purchases. The Purchasing Department can be contacted for assistance (733-6286).

Like items or services being procured on a consistent basis should be governed by annual price agreements. Consequently, departments are responsible for evaluating whether or not such consistency exists and if so, are required to submit a Requisition to Purchasing for the establishment of an annual price agreement.

All provisions of the Tulare County Ordinance Code relative to county purchases are applicable to the Sub Purchase Order process and procurement of goods and services are subject to the same criteria as if the purchase was requested through the Purchasing Department. Department Heads are responsible for all purchases and must practice extreme care to assure questionable purchases are not made. (Particular care must be taken to assure items not directly related to providing departmental services, for example; coffee machines, clock radios, compact refrigerators, microwave ovens for employee use; are not procured through the use of the Sub Purchase Order).

The Purchasing Agent has been given the authority to monitor all Sub Purchase Order procurement and accordingly, is required to disallow further use of the Sub Purchase Order if abused. If in doubt about proper use of the Sub Purchase Order, contact the Purchasing Department.

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SUB PURCHASE ORDER GUIDELINES & PROCEDURES

PURPOSE

The Sub Purchase Order is used to facilitate the acquisition of certain materials that are immediately available from vendors' stock and the procurement of limited services that are covered by annual agreement (contract).

NOTE: Check your yearly commodity and service calender.

GENERAL INSTRUCTIONS

The Sub Purchase Order may be used when authorized by a County department head or his/her authorized representative but in no event is to exceed the $1000.00 limit. Circumvention of this limit, such as splitting orders which are actually one transaction by use of two or more separate Sub Purchase Orders or the use of two or more vendors, is not allowed.

Sub Purchase Orders shall not be used for the purchase of office furnishings and decoration (including window, wall and floor coverings); the purchase of commodities, from other vendors, that are covered under existing annual price agreements (contracts); the purchase of goods which must be acquired through, or approved by, another County department (s) (such as computer hardware and software, telephones, radio communications equipment, printers, etc.); and the purchase of equipment which has been standardized or limited to a few brands (such as desktop calculators, typewriters, etc.).

UNDER NO CIRCUMSTANCES shall the Sub Purchase Order be used for the procurement of specialized services which require a Professional Services Agreement*; the procurement of services which can be provided by, or which require the approval of, another county department; or the procurement of services which requires the rendering of such services on County premises which are not already covered by annual service agreement (contract).

Departments are encouraged to practice prudent buying techniques which include contacting two or more vendors to determine the best price for significant purchases. The Purchasing Department can be contacted for assistance (733-6286).

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PROCEDURES

Sub Purchase Orders must be typed or legibly printed and must be accurately completed.

1. SHIP/SOLD TO: Indicate department, address and city to whom commodities are shipped/sold.

2. BILL TO: Indicate the department/Department and address to which you want the invoice sent.

3. DATE: Indicate date order is placed.

4. SUB PURCHASE ORDER NO: Indicate your three (3) digit agency number in front of serialized order number. Example: 240 would appear before the serialized order number XXXXXX if the requesting department if the Sheriff. In each instance the Sub Purchase Order number, including the three (3) digit agency number, will be a nine (9) digit number (including the letter "S").

5. VENDOR NAME AND ADDRESS/TELEPHONE NUMBER: Indicate the complete name of vendor, address and telephone number.

6. VENDOR INVOICE: Indicate invoice number only if the Sub Purchase Order is also being used as the vendor's invoice.

7. VENDOR SIGNATURE/TITLE: To be completed by vendor only if the Sub Purchase Order is being used as the vendor's invoice.

8. SHIP VIA (circle one): Indicate whether the commodity will be picked up or delivered.

9. FOB: FOB stands for Free on Board. All orders, if possible, should be FOB Visalia (or location of outlying office). If not, indicate from where the freight will be billed.

10. TERMS: Indicate discount if any. If discount is not being provided, write the words "NET 30 DAYS."

11. QUANTITIES, UNIT, DESCRIPTION, UNIT PRICE & EXTENSION: Include information accurately as requested.

12. PURCHASE AUTHORIZED BY: Must be signed by the department head or his/her authorized representative.

13. CERTIFICATE OF RECEIPT: Must be signed by the person who received or picked up the items. Indicate the date received or picked up, the person's signature and title. (In most cases this date should be the same as the date ordered).

14. DISTRIBUTION: Submit white copy to vendor. Submit yellow and pink copies, along with original invoice and payment voucher to the Auditor/Controller for payment*. The Auditor will then forward the yellow copy to Purchasing after processing. Retain goldenrod copy for your files.

*Departments are to follow normal claims processing procedures.

GUIDELINES FOR PROPERTY AND EQUIPMENT CONTROL

1. The Purchasing Department shall maintain all computer printouts for the total Tulare County inventory.

2. Each Department head is responsible for taking the physical inventory on an annual basis, and assuring that no property or equipment is removed from the site without completing an Inventory Adjustment form and submitting it to purchasing.

3. The fixed assets inventory shall include all property and equipment items whose acquisition cost per item equals or exceeds one thousand dollars ($1000) and has an expected life span of one year or longer.

Also to be included on the inventory as non-fixed assets are the following items whose acquisition cost per item equals or exceeds two hundred dollars ($200):

a. Projectors-overhead, slide, filmstrip

b. Camera-video and still

c. Radios

d. Communication equipment-pagers, walkie-talkies, etc.

e. Televisions and monitors

f. Cassette recorders and/or players

g. Transcribing equipment

h. Video equipment-VCR, tripods, screens, etc

i. Lawn equipment-mowers, edgers, backpack blowers, weed-eaters, chain saws.

j. Calculators

k. Computers and computer accessories excluding software

l. Typewriters

4. Personal property of Tulare County employees shall not be listed on the County inventory. The County shall not be held accountable for employee's personal property left on any County site.

PROCEDURES FOR TRANSFERS

In order for any department to surplus, delete or transfer any equipment, an Inventory Adjustment Request form must be completed and signed by the department head or his or her designee. Instructions for completing this form are on page 17. When completed, submit the form to the Purchasing Department. Upon receiving this form the Purchasing Agent will review complete and complete a transfer request form and submit the Inventory Adjustment form to County Executive office for approval.

The Transfer Request form lists the location of equipment for pick up and where it is to be delivered. Once this form is completed and returned to the Purchasing Department, the department's inventory is adjusted.

TRANSFER OF EQUIPMENT

All equipment transfers and requests for adjustment of inventory must be completed on an Inventory Adjustment Request Form. This form supersedes the PM-1 Form. Transfers consist of the following:

1. Inter-Department

a. Any equipment that is transferred from one department to another or transfers within a department to a different location.

2. Transfer To Purchasing Agent

a. Any equipment surplus to a department's needs may be transferred to the Purchasing Agent. (This equipment becomes property of the Purchasing Department)

Removal of equipment from inventory - In order to remove any item from the county inventory, the Report of Investigation must be completed. There are three types of removal:

1. Items lost

a. Form must be completed whenever any items are lost.

2. Items stolen

a. For any items stolen two reports must be submitted:

(1) Inventory Adjustment Request with Investigation Data area completed.

(2) Police Report indicating what items were stolen.

(Both forms must be submitted together to the Purchasing Department in order to remove equipment from county inventory)

3. Salvage equipment

a. Any equipment that a department uses for parts only, such as a two-way radio, beyond repair, but can be used for parts.

PROCEDURES FOR COMPLETION OF

INVENTORY ADJUSTMENT REQUEST FORM

1. Check the appropriate box(es) for your particular transaction.

2. Number to be entered by Purchasing.

3. Enter the County inventory number if available.

4. Enter the equipment description, i.e., IBM Electric Typewriter, Model Selectric 60.

5. Enter equipment serial number if available.

6. Enter exact location where equipment is located, i.e., General Services, Radio Maintenance Shop, Mooney Grove, Visalia.

7. Purchasing Department's opinion as to condition of equipment (entry Purchasing's responsibility).

8. To be completed when equipment is transferred from one department to another, or surplused to the Purchasing Agent. The department head must sign.

9. To be completed by the Purchasing Department staff.

10. Enter all information requested on the form for any equipment with an acquisition cost of $500 or include on the inventory list as a non-asset and over that cannot be located for whatever reason.

11. Enter all information requested applicable to the transaction. Department Head's signature or designee is required.

12. Enter any other information necessary that will expedite the transaction, including person's name and telephone number to contact, should Purchasing have any questions or location if equipment is to be picked up.

13. To be signed and dated by the County Executive or his authorized representative.

14. Auditor-Controller or his authorized representative to sign and date.

15. Enter date when equipment will be available for pick up if required.

PURCHASING AGENT STORE (PAS)

The Purchasing Agent Store was developed as a source by which County departments, various cities, State and Federally funded agencies would be able to request, receive and pay for selected office supplies necessary for the performance of their administration and operational duties.

Currently all requests are processed through the Purchasing Agent Store (PAS) by two means either manually, which consist of physically selecting items from County owned inventory stock, packaging and billing department manually; or electronically, which consist of processing of an order by means of a computer directly connected with vendor's office supply inventory. Packaging, shipping, and billing are done by vendor directly to the departments. It is the County's intent to utilize computer ordering whenever possible to streamline ordering of office supplies and billing. However, some items will still be processed manually from County owned inventory because of their specialty or none available from vendor's inventory.

Shipping: All manually filled orders will be shipped the best way possible, either thru inter-department mail or courier. All orders processed by computer will be shipped by vendor directly to the department either by vendors own transportation or U.S. mail. In either case, no freight shall be charged to the ordering department.

PURCHASING PROCEDURES

A Purchasing Agent Store (PAS) PA-9 requisition form must be completed by the requesting party. It is the responsibility of the requesting party to supply complete and correct information, i.e., quantities, unit measures, product codes, etc.

The completed PA-9 requisition form may be delivered to the

PAS in person, inter-department mail, or by U.S. mail.

Materials listed in the PAS catalog are priced by contract and should remain constant over the yearly term of the contract. Office supply items in the Eastman catalog, that are not part of the contract priced items, are priced at the current retail list price minus a 47% discount. Items not listed in the PAS or Eastman catalogs, or items not classified as office supply materials, or items classified as furniture*, do not have a set price or rate of discount.

*NOTE: With few exceptions, County departments must order furniture items through the Purchasing Department. Use the PA-14 requisition form.

PROCEDURES FOR COMPLETING THE PA-9 REQUISITION FORM

A. This is the department or agency making the request.

B. This is a pre-printed requisition number which applies only to that request. This number should be used when referring to a particular requisition.

C. This is a number assigned to a specific ship to location. The number is normally a single digit. It is not necessary to fill the remaining spaces with zeros. Some departments/agencies do not have a ship to number. This space is then left blank.

D. When applicable, the Eastman sales order number will be entered here by the PAS staff.

E. Some agencies use PO numbers, some use budget numbers, etc. County departments put their regular budget numbers here. Please do not write it as one long number; break it up as it would normally be written.

F. This is your Eastman account number.

G. The person completing the requisition.

H. The phone number to contact the person completing the requisition.

I. Signature of the person authorized by your agency, department, etc., to purchase the materials being requisitioned.

J. Date the completed requisition is sent to the PAS.

K. How many you want of the indicated unit measure. Be careful on this one.

L. This is the unit measure by which the item is sold. Be doubly careful on this. The catalog may give you additional information such as how many are in a box or carton, etc. Don't be fooled. Use the unit measure.

M. The catalog product order number. This must be exactly as written in the catalog. Do not add or delete dots, dashes, etc., it upsets the computer.

N. Brief description of item being requisitioned.

Do not write in any of the shaded areas.

The PA-9 is a four part NCR form. Now that you have completed the form, remove and keep the top white copy. Send the remaining three copies to the PAS.

The goldenrod copy will be returned to you with the material ordered, or with a computer order entry printout, or both.

The pink copy will be returned to you with a PAS billing statement if applicable.

The canary copy will remain on file at the PAS.

Items listed in the PAS catalog may be placed on the same requisition with office supply items from the Eastman catalog.

Exceptions: The following items should always be placed on a separate requisition from other type items.

1. Rubber stamps

2. Name plates or tags

3. Items not listed in the PAS or Eastman catalog

4. Any non-office supply items

5. Furniture items

6. When in doubt

When partially completed orders are sent to you, any item not immediately available to complete the order will be back ordered (unless you request otherwise) and sent to you as soon as possible. Back orders will be indicated on one of the following: Goldenrod copy of the PA-9, computer printout, or the Eastman pack list.

BILLING AND PAYMENT

Depending on what agency you are, one or a combination of the following will apply regarding billing and payment.

You may receive a bill from the PAS or from vendor, or both.

PAS billing is normally once a month. You will receive a statement attached to the pink copies of the PS-9's being billed. You will pay by check to the PAS or by pay voucher through the County Auditor with a transfer of funds.

Eastman bills by invoice and statement. You should pay by invoice. You will pay by check to Eastman, or by attaching the stamped and signed computer printout you received from the PAS to the original copy of the invoice and a pay voucher, pay through the County Auditor with a transfer of funds.

RETURN ITEMS

Any item returned to the PAS must be accompanied by a photo copy of the original requisition upon which the item was purchased. On this copy, state the reason for the return. Returns should be for credit, replace damaged or defective items, or if the wrong item is sent to you. In most cases, exchanges are not as clean cut as simply returning an item for credit, and then submitting a new requisition for the items wanted.

DO NOT FILL OUT A NEW REQUISITION TO RETURN AN ITEM.

If the return is to be made to Eastman, contact Customer Service at 732-9689. Give the person the sales order number, item "D" on the requisition, or from the packing list, or from the invoice, under which the item was purchased.

Tell the person the reason for the return. They will fill out the proper paperwork and have the item picked up from you.

TULARE COUNTY ORDINANCE CODE

SECTION 1075. GENERAL SERVICES DIRECTOR/PURCHASING AGENT: OFFICE ESTABLISHED: Pursuant to the provisions of Section 25500 et seq. of the Government Code of the State of California, the office of General Services Director/Purchasing Agent of the County of Tulare is hereby established (Amended by Ord. No. 2572, effective 10-26-83).

SECTION 1076. SAME: GENERAL DUTIES: The General Services Director/Purchasing Agent shall have such duties and powers as shall be prescribed by the laws of the State of California relating to county purchasing agents, by this Article and by resolutions of the Board of Supervisors. He shall supervise the Purchasing Department of the Department of General Services of the County and shall appoint such assistants and other employees as may be required in the Purchasing Department or in central administrative services placed in his charge by the Board of Supervisors. He shall furnish the Board of Supervisors with such reports and information as the Board may from time to time require and shall establish methods and procedures necessary for the proper functioning of the Purchasing Department, or other central administrative services placed in his charge, in an efficient and economical manner. (Amended by Ord. No. 2572, effective

10-26-83).

SECTION 1077. SAME: SPECIFIC DUTIES: The General Services Director/Purchasing Agent shall perform the following duties:

(a) Negotiate for and purchase all supplies, materials, furnishings, equipment, livestock and other personal property required by each and every department, officer or employee of County.

(b) Fix the prices to be paid by the County to newspapers for advertising required by the County departments.

(c) Let contracts for public projects, as defined in Public Contract Code Section 22002, of Seventy-Five Thousand Dollars ($75,000) or less pursuant to the information procedures set forth in Article 3 of Chapter 2 of Part 3 of the Public Contract Code.

(d) When specifically authorized by law, purchase personal property for the Superintendent of Schools or any other public officer or agency.

(e) Rent for the County and its offices furnishings, equipment and livestock. However, County employees traveling outside the County on County business may enter into short terms rentals of automobiles.

(f) Negotiate and execute in the name of the County all lease-purchase agreements of personal property.

(g) When authorized by the Board of Supervisors, establish and maintain central stores for keeping and issuing of general supplies and materials in frequent demand by the various County offices and institutions.

(h) Sell, lease, exchange, trade or otherwise dispose of all personal property belonging to the County no longer needed for public use, in accordance with section 25503 et seq. of the Government Code of the State of California.

(i) Make application for and receive all license plates necessary for County equipment, and receive and file all certificates of ownership of said equipment.

(j) Perform such other services as the Board of Supervisors may require from time to time by resolution.

(Amended by Ord. No. 797, effective 11-9-61; amended by Ord. No.

1280, effective 1-16-69; amended by Ord. No. 1349, effective

12-18-69; amended by Ord. No. 1479, effective 12-30-71; amended by Ord. No. 1493, effective 2-22-72; amended by Ord. No. 1494, effective 3-4-72; amended by Ord. No. 1686, effective 4-11-74;

amended by Ord. No. 1815, effective 5-8-75; amended by Ord. No. 2495 effective, 9-23-82; amended by Ord. No. 2530, effective

4-22-83; amended by Ord. No. 2572, effective 10-26-83; amended by Ord. No. 2593 effective 3-15-84; amended by Ord. No. 3108, effective 2-28-95)

SECTION 1077a. SAME: INDEPENDENT CONTRACTORS: SERVICE TO COUNTY AND DEPARTMENTS:

(a) Except as otherwise provided below, the General Services Director/Purchasing Agent may engage independent contractors to perform services for the County and the offices thereof, with or without the furnishing of material, when the aggregate cost does not exceed Forty Thousand Dollars ($40,000) for each project, in accordance with Section 25502.5 of the Government Code of the State of California. If the Board of Supervisors has by resolution directed that the County Administrative Officer also approve said contracts, the contract must first be approved by the County Administrative Officer unless the County Administrative Officer has delegated such authority to the General Services Director/Purchasing Agent. For purposes of this Section, "project" shall be defined to mean a specific, identifiable work of limited duration and scope which may or may not extend beyond one fiscal year. Notwithstanding the foregoing, the General Services Director/Purchasing Agent may engage independent contractors to perform services which are not limited to a specific project, but which are to be provided on an on call/as-needed basis pursuant to an Agreement which does not commit the County to pay for such services beyond one fiscal year.

(b) This section shall have no application either to work upon the public roads of the County or to projects under Section 20121 et seq. or Section 20150 et seq. of the Public Contract Code of the State of California.

(c) Regardless of the provisions of subsection (a) above, the District Attorney, Public Defender, and County Counsel shall have the right to engage contractors directly, within the limits of their respective budgets, to print legal briefs, provide reporter's services and transcripts and to provide such other expert services as are required by such departments. In addition, if some State law authorizes an officer or body to obtain services directly from independent contractors, this section is not intended to supersede such authority under State law. (Added by Ord. No. 1493, effective 2-22-72; amended by Ord. No. 1494, effective 3-4-72; amended by Ord. No. 1508, effective 6-7-72; amended by Ord. No. 1815, effective 5-8-75; amended by Ord. No. 2495, effective 9-23-82; amended by Ord. No. 2572, effective 10-26-83; amended by Ord. No. 2736, effective 11-20-86; amended by Ord. No. 3091, effective 10-20-94; amended by Ord. No. 3107, effective 2-24-95.)

SECTION 1077.1 SAME: PERFORMANCE OF DUTIES: No officer or employee of the County of Tulare shall attempt to coerce the General Services Director/Purchasing Agent in the performance of his duties. (Added by Ord. No. 851, effective 9-6-62; amended by Ord. 2572, effective 10-26-83.)

SECTION 1078. ADMINISTRATIVE PROCEDURE REGULATIONS: DEFINITIONS: "Lowest responsible bidder," as used in this Article, shall mean the vendor whose bid, and the article or service offered, are the most economical and advantageous to the County from the standpoint of suitability to purpose, quality, delivery and discount terms, service reputation of the vendor, and other information and data required to establish his responsibility. (Amended by Ord. No. 2495, effective 9-23-82.)

SECTION 1078.1 LOCAL PREFERENCE:

(a) Notwithstanding the foregoing, whenever the County acquires services, equipment and/or supplies by purchasing or contract, the County in evaluating the price or bid for such services, equipment or supplies shall award a five percent (5%) preference on the price or bid submitted by a local business.

(b) For purposes of this section, "local business" shall mean any business which:

(1) has its principal place of business in the County of Tulare; or

(2) maintains an office or other facility in the County of Tulare in which not less than five (5) persons are employed substantially full-time.

(c) For purposes of this section, "preference" shall mean an amount, expressed in terms of a percentage, by which a bid or price may exceed the next lower submitted bid or price.

(d) This section shall not apply to transactions required by state or federal statutes or regulations to be awarded to the "lowest responsible bidder," or otherwise exempted from local preferences.

(e) Any person or business falsely claiming a preference under this section shall be ineligible to bid on county purchases or contracts for a period no less than one (1) year from the date of discovery of the false representation.

SECTION 1079. SAME: NECESSITY FOR BIDS: Unless otherwise ordered by resolution of the Board of Supervisors, all supplies, materials, equipment and services acquired by the Purchasing Agent shall be purchased from the lowest responsible bidder after taking written bids if the estimated total cost of the commodities or services required from a class of vendors exceeds the sum of Five Thousand Dollars ($5,000). However, the General Services Director/Purchasing Agent is not required to call for bids for the following transactions:

(a) Purchase of proprietary drugs, library books, periodicals, standard school supplies, repair parts for motor vehicles and construction equipment, and gasoline, diesel fuel and other petroleum products used in and for motor vehicles.

(b) Fixing the prices to be pair to newspapers for advertising.

(c) Contracting for transportation services at the minimum rates established by the Public Utilities Commission of the State of California.

(d) Purchase of services, with or without the furnishing of materials, under section 1077a(a) of this code.

(e) Contracting for work and/or materials for the County Road Projects less than $25,000 pursuant to Public Contract Code section 20394.

(f) Purchase of services, with or without the furnishing of material, under section 1077 (c) of this Code.

(g) Purchase of data processing services and/or equipment and/or software if the total estimated cost of the project does not exceed the sum of $25,000. Such purchase must have the prior approval of the Data Processing Governance Committee and the County Executive.

(h) Purchase of personal property or services from price lists of other State governmental entities or of associations of State governmental entities where such price lists have been compiled in such a manner as to assure the lowest prices available to the County. (Amended by Ord. No. 851, effective 9-6-62; amended by Ord. No. 1086, effective 7-14-66; amended by Ord. No. 1435, effective 5-27-71; amended by Ord. No. 1479, effective 12-30-71; amended by Ord. No. 1815, effective 5-8-75; amended by Ord. No. 2495, effective 9-23-82; amended by Ord. No. 2572, effective

10-26-83; amended by Ord. No. 2593, effective 3-15-84; amended by Ord. No. 2951, effective 2-14-91; amended by Ord. No. 3020, effective 2-18-93.)

SECTION 1080 SAME: INVITATIONS FOR BIDS: FORM: Written invitations for bids shall contain the date and hour of bid opening, the name of the department to be supplied, the requisition number, delivery date, quantities and complete specifications or description of the items or service to be supplied. The Purchasing Agent shall mail or tender an invitation for bid to any prospective bidder requesting the specific invitation; and it is desirable generally to seek bids from a reasonable number of prospective bidders. Copies of the written invitation for bids shall be posted on a bulletin board available to the public, and bids shall be opened and read in public on the date and hour specified in each invitation for bids. (Amended by Ord. No. 2495, effective 9-23-82; amended by Ord. No. 2572, effective 10-26-83.)

SECTION 1081. SAME: REJECTION OF LOW BID: In the event the lowest complete bid is rejected and the award is made to a higher bidder, the reasons for such action shall be set forth in a memorandum and attached to the rejected bid.

SECTION 1081.1 SAME: DISPENSING WITH NECESSITY FOR BIDS: Notwithstanding the provisions of section 1079 of this Article, if bids have been solicited by the Purchasing Agent, as required in this Article, and no bids have been received, or it is determined by the Purchasing Agent that it would not be in the best interest of the County to accept a bid because the bids received are in excess of the budgetary funds available for the purchase, or are not representative of the price for which the required commodity or service is available, the Purchasing Agent may reject all bids and solicit new bids, or may negotiate with individual vendors to obtain the commodity or service under terms that serve the best interests of the County. (Added by Ord. No. 851, effective 9-6-62; amended by Ord. No. 2572, effective 10-26-83; amended by Ord. No. 2736, effective

11-20-86.)

SECTION 1082. SAME: RETENTION OF BIDS: Bids shall be kept on file for a period of four (4) years. Thereafter they may be destroyed.

SECTION 1083. SAME: REQUISITION FOR PURCHASE:

(a) The Purchasing Agent shall supply the various offices, institutions and departments of the County with forms, requisitions and reports of goods received or services rendered, and the same shall be filled out with as many copies as may be deemed necessary by the Purchasing Agent.

(b) All requests for purchases made through the Purchasing Agent shall be submitted on a requisition form. Such requisition shall specify the quantities desired, provide a complete description or specification of the item or service required, an explanation of usage, and shall be signed by the proper authority. Brand names are to be indicated on requisitions only to describe a standard of quality or what has been formerly used; provided, however, that proprietary drugs when required shall be indicated as such.

(c) Upon receipt of a properly completed requisition, the Purchasing Agent shall initiate the acquisition process. If the General Services Director/Purchasing Agent refuses to act upon a requisition, the officer or employee requesting the expenditure may bring the matter before the Board of Supervisors for review.

(d) Written requisitions may be destroyed after having been retained on file for a period of three (3) years, and such requisitions need not be photographed, reproduced or microfilmed. (Amended by Ord. No. 797, effective 11-9-61; amended by Ord. No. 2495, effective 9-23-82; amended by Ord. No. 2572, effective 10-26-83.)

SECTION 1084. SAME: PURCHASE ORDERS: The Purchasing Agent shall, from time to time, determine the form for the purchase order and the procedure to be followed in processing purchase orders. No purchase order or contract shall be issued by the Purchasing Agent to a vendor unless sufficient funds have been budgeted and are available to pay for the materials or services which have been requisitioned. (Amended by Ord. No. 797, effective 11-9-61; amended by Ord. No. 1008, effective 9-9-65; amended by Ord. No. 2572, effective 10-26-83.)

SECTION 1085. SAME: DECLARATION OF SURPLUS PROPERTY: Personal property no longer needed for use by an office or department of the County shall be immediately declared as surplus by the using agency, and the Purchasing Agent, shall supply proper forms for such declaration. The form shall contain the quantity, description, serial number, date of purchase and such other pertinent information as may be required by the Purchasing Agent, and shall be filed with the Purchasing Department. If the personal property is to be sold or traded in as a credit for purchase, the procedure shall be in accordance with Section 25503 et seq. of the Government Code of the State of California. (Former section repealed by Ord. No. 1349, effective 12-18-69. New section added by Ord. No. 2482, effective 7-1-82; amended by Ord. No. 2572, effective 10-26-83.)

SECTION 1085.1. SAME: INTERDEPARTMENTAL TRANSFER OF PROPERTY: Whenever any office or department of the County requires materials, supplies or equipment, or any personal property which has been declared to be surplus, a requisition in the same form and issued in the same manner as hereinbefore provided shall be presented to the Purchasing Agent. The Purchasing Agent, if the surplus item complies with the need and has been approved by the County Executive, may authorize the transfer, and the departmental inventories shall be adjusted accordingly. (New section added by Ord. No. 2482, effective 7-1-82; amended by Ord. No. 2572, effective 10-26-83.)

SECTION 1086. EXCEPTIONS TO PURCHASE ORDER PROCEDURE: ADVERTISING: County departments may secure newspaper advertising of legal notices and other documents required to

be published for the discharge of their duties, at a price no greater than that fixed by the Purchasing Agent, without securing a purchase order. The invoice from the newspaper shall be sent to the County Auditor for payment from funds budgeted for such advertising. (Former section 1086 repealed by Ord. No. 1349, effective 12-18-69. New section added by Ord. No. 1479, effective 12-30-71; amended by Ord. No. 2572, effective 10-26-83.)

SECTION 1087. EXCEPTION TO PURCHASE ORDER PROCEDURE: DIRECT PURCHASING: Authorization and the procedure to be followed for making direct purchases in total amounts less than Five Hundred Dollars ($500.00) by County departments shall be determined by the Purchasing Agent, and such authorization may be revoked or amended at any time by the Purchasing Agent. (Amended by Ord. No. 2572, effective 10-26-83; amended by Ord. No. 2838, effective 7-1-88.)

SECTION 1088. EMERGENCY PURCHASES: An emergency shall be deemed to exist when either a breakdown in machinery or utilities occurs, provided that the Purchasing Agent or any of his assistants cannot be contacted by telephone or radio, or when a service, material or equipment is immediately necessary for the preservation of life or property. Emergency purchases may be made by any employee or official authorized to sign requisitions. Such emergency purchases may be subsequently ratified by the Purchasing Agent, or if he refuses such ratification, the Board of Supervisors may subsequently approve and ratify such purchase by a four-fifths (4/5) vote of the entire Board. Unless an emergency purchase is so approved and ratified by either the Purchasing Agent or the Board of Supervisors, the cost thereof shall not constitute a legal charge against the County of Tulare. (Amended by Ord. No. 2572, effective 10-26-83.)

SECTION 1089. UNLAWFUL PURCHASES: If any officer, employee or agent of the County makes a purchase or contracts for services contrary to the provisions of this Article, such order or contract shall be void and of no effect. The head of the department, office or institution shall be personally liable for the amount of such purchase, order or contract and, if already paid for out of County funds, the amount thereof may be recovered in the name of the County in an appropriate action therefore. (Amended by Ord. No. 1479, effective 12-30-71.)

SECTION 1090. BOARD OF STANDARDIZATION: The Board of Supervisors may establish a Board of Standardization to be composed of the Director/Purchasing Agent, as Chairman, and such other official as the Board of Supervisors may designate. The members of such Board of Standardization shall serve without additional compensation. (Amended by Ord. No. 2572, effective 10-26-83.)

SECTION 1091. SAME: DUTIES: If a Board of Standardization is established, it shall be the duty of such Board to classify the requirements of the County government for supplies, materials and equipment which are common to the needs of two or more agencies and which are purchased repeatedly; to adopt as standards the minimum number of qualities, sizes and varieties of such supplies, materials and equipment consistent with the efficient operation of the County; and to prepare, adopt and promulgate written specifications describing such standards. The Board of Standardization shall, to the maximum practicable extent, adopt for County use the standard specifications of other governmental units and nationally recognized standardizing bodies.

SECTION 1092. SAME: STANDARDIZATION OF PURCHASES: All specifications must be definite and certain and permit of competitive bidding after they are adopted. Each standard specification shall, until revised or rescinded, apply alike in terms and effect to every future purchase and contract for the commodity described in such specification.

SECTION 1093. SAME: PURCHASING AGENT TO PERFORM DUTIES: Until a Board of Standardization is established, the Purchasing Agent shall exercise the authority and carry out the duties conferred by sections 1091-1092. (Amended by Ord. No. 2572, effective 10-26-83.)

SECTION 1094. ESTABLISHMENT OF PURCHASING AGENT TO AGENT'S STORES ACCOUNT: Pursuant to section 25509 of the Government Code of the State of California, a Purchasing Agent's Stores Account is hereby created and established in the amount of Twenty Five Thousand Dollars ($25,000). Said Stores Account shall be used by the Purchasing Agent for the purchase and maintenance of a stock of general supplies and materials for the County and the several departments and offices of the County. (Added by Ord. No. 783, effective 9-1-61; amended by Ord. No. 848, effective 8-23-62; amended by Ord. No. 1798, effective 2-13-75; amended by Ord. No. 2482, effective

7-1-82; amended by Ord. No. 2572, effective 10-26-83; amended by Ord. No. 2736, effective 11-20-86).

SECTION 1095. SAME: ORIGINAL ESTABLISHMENT OF STORES ACCOUNT: (Repealed by Ord. No. 2482, effective 7-1-82).

SECTION 1095.1. SAME: INCREASE IN AMOUNT OF STORE ACCOUNT: (Repealed by Ord. No. 2482, effective 7-1-82).

SECTION 1096. SAME: PURCHASE OF SUPPLIES AND MATERIALS: The Purchasing Agent shall purchase additional supplies and materials from time to time for use by the County and pay for them out of the unexpended funds in the Stores Account. He may also pay costs of transportation and other necessary and legal costs incidental to the purchase of such supplies and materials out of the available monies in the Stores Account. Purchases of supplies and materials for the Stores Account by the Purchasing Agent shall be made in compliance with the provisions of this Article which are applicable to the purchase of other supplies and materials by the Purchasing Agent. (Added by Ord. No. 783, effective 9-1-61; amended by Ord. No. 2572, effective 10-26-83).

SECTION 1097. SAME: ISSUE OF SUPPLIES AND MATERIAL TO DEPARTMENTS: The Purchasing Agent shall issue the supplies and materials in the Stores Account to the departments and offices of the County upon receipt of requisitions therefor in compliance with sections 1083 and 1084 of this Article. When supplies and materials are issued to a department or office of the County, the Stores Account shall be reimbursed for the total cost of such supplies and materials from the budgeted funds to the department or office requisitioning such supplies and materials. The County Auditor shall certify to the Purchasing Agent that the funds are available in the appropriate budgetary account of the department or office before such supplies and materials are issued. Insofar as practical, County departments and offices shall order materials and supplies which are available in the Stores Account rather than requisitioning materials and supplies which will required a special purchase. (Added by Ord. No. 783, effective 9-1-61; amended by Ord. No. 2572, effective 10-26-83).

SECTION 1098. SAME: CONTROL LEDGER AND AUDIT: The Purchasing Agent shall establish and maintain a control ledger on the supplies and materials in the Stores Account so that the Stores Account can be audited or balanced at any time. Annually, at the end of each fiscal year, the Purchasing Agent shall prepare and file with the County Auditor a reconciliation sheet on the Stores Account showing the financial status of the Stores Account as of the end of the fiscal year. The Stores Account shall be audited and balanced at the end of each fiscal year and any surplus or deficit in the Stores Account shall be adjusted at that time. (Added by Ord. No. 783, effective 9-1-61; amended by Ord. No. 2572, effective 10-26-83.