



COUNTY OF SISKIYOU CONTRACTING & PROCUREMENT PROCEDURES

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1.0 Definitions

Advertise: To make a public announcement or legal notice of a solicitation with the aim of increasing the response and enlarging the field of competition; often required by law or policy.

Approved Vendor List: A list maintained by the County Administrative Office, including names and contact information for contractors and suppliers of various services and commodities from whom bids, proposals, and quotations can be solicited.

Award: The acceptance of a bid or proposal; the presentation of a purchase agreement or contract to a bidder or proposer.

Bid: An offer of a price, proposal, or quotation of cost by a vendor to provide supplies, equipment, materials, and labor in response to a public announcement or solicitation for such by the County.

Bid Tabulation: A summary of all bids received based upon bid evaluation criteria, such as price and other terms, applicable to determining the best value or lowest responsive and responsible bid.

Capital Assets: Any property costing \$5,000 or more with a useful life of more than one year.

Competitive Bidding or Procurement: The competitive solicitation process as defined in Siskiyou County Code Section 2-8.07 and Section 2-8.14 used by the County to solicit and obtain bids from multiple vendors in response to specifications. The bid proposals are then evaluated, scored, and an award made.

Conflict of Interest: A conflict of interest is defined in California Government Code Sections 1090 et seq. and Government Code Sections 81000 et seq. A conflict of interest can occur when an entity or individual becomes unreliable because of a clash between personal (or self-serving) interests and professional duties or responsibilities. Such a conflict occurs when a company or person has a vested interest—such as money, status, knowledge, personal relationships, or reputation, which puts into question whether their actions, judgment, and/or decision-making can be unbiased.

Contract Addendum: A written addition or alteration to an existing contract extending or changing the terms of the original contract.

Contract Administration: A process to assure full compliance with all of the terms and conditions within the contract document, including price, scope, and term.

Contract for Services: A Contract for Services encompasses all types of contracts in which a service will be provided either with or without materials.

Declared Emergency: A Local, State, or Federal emergency that threatens the health and safety of our residents and that has been declared by proclamation or Resolution by a governing body.

Digital Signature: Digital, or electronic signatures are a digital form of a wet signature as specified in County Code, Section 2-8.16. A digital signature has the same meaning as in Section 16.5 of the California Government Code and an electronic signature has the same meaning as in Section 1633.2 of the California Civil Code.

Emergency Purchase: An emergency purchase is defined in County Code Section 2-8.04 and is immediately necessary for the preservation of life or property.

Local Preference Purchasing: A County policy encouraging local vendors to supply goods to the County to promote a healthy local economy and support local businesses as set forth in Siskiyou County Code Section 2-8.07.1.

Lowest Responsive and Responsible Bidder: The bidder, under County Code Section 2-8.14, who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing, based on the criteria stipulated in the bid documents.

Maintenance Contracts: A Contract for Services for labor and materials necessary to properly maintain specified equipment, vehicles, or other personal property owned or leased by the County.

Master Agreement: A contract between the County and a vendor wherein the terms and conditions are applicable to each County department and in which standard terms apply to all future transactions or service agreements for the duration of the contract.

Memorandum of Agreement: Also referred to as an MOA, is a written formal understanding between parties documenting the agreement to cooperatively work together. An MOA is often a legally binding contract, although the terms of the document determine that, rather than the label the document is given.

Memorandum of Understanding: Or MOU, is an agreement between parties expressing mutual intentions and defines the scope and purpose of collaboration. Generally, an MOU is not legally binding, although the terms of the document determine that, rather than the label the document is given.

Notice of Informal Bid: Where a public project, under County Code Section 2-8.14 (usually construction), is to be performed, a notice inviting informal bids shall be sent to the approved contractor list or all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. This is distinct from Informal Bids for personal property under County Code Section 2-8.07.

Personal Property: Includes all equipment, material, and supplies owned and used by the County.

Prevailing Wage: Defined as the hourly wage, usual benefits, and overtime paid to the workers, laborers, and mechanics on a Public Works Project under County Code Section 2-8.14 (usually construction) within a particular area according to the California Department of Industrial Relations. Further defined in Labor Code Section 1770.

Professional Services: Occupations requiring special training, education, certification, professional degree or license (architects, accountants, engineers, lawyers, etc.). Procurement of Professional Services may be subject to additional or different requirements under state law than the procurement of other services, so consultation with Counsel is advisable.

Public Bid Opening: The process of opening and reading bid proposals at the time and place as specified in the solicitation and in the presence of anyone who wishes to attend.

Public Works Project: A Public Works Project, or "Public Project", is defined in Section 22002 of the California Public Contract Code as construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.

Purchase Order: A written document to or from a supplier of goods formally stating all terms and conditions of a proposed transaction.

Quote: A statement of price, terms of sale, and description of goods or services offered by a vendor to the County.

Real Property: Land and anything growing on, affixed to, or built upon land owned or leased by the County.

Request for Bid (RFB): A written request to solicit bids with specifications inclusive of terms and conditions. An RFB should be used when the County knows exactly what service or product is needed.

Request for Proposals (RFP): A request to solicit written proposals for the purchase of personal property, or services or that may include a product, inclusive of written specifications, terms and conditions. The proposal determines the scope and course of action to be taken.

Request for Quote (RFQ): A request for written quotes from vendors to fulfill certain tasks or projects.

Sealed Bid: A competitive procurement process by which bidders respond to an RFP, RFB, or RFQ by submitting a sealed proposal that is only opened on the date and time identified in the solicitation.

Sole Source: A procurement process defined under Siskiyou County Code Section 2-8.07(f) where a contract or agreement is entered into without a competitive process, based on a justification that the vendor is the only known source that exists or that only one single supplier can fulfill the requirements.

Surplus Property: Any property owned by the County that has been placed on the Surplus Pool list pursuant to Siskiyou County Code Section 2-8.10 and is not needed at the present time by the department of possession, but can be transferred to another department in need of such property.

Vendor: A supplier of goods and/or services.

2.0 Purpose and Authority

The County of Siskiyou, hereafter referred to as the "County," has implemented this Purchasing Policy (the "Policy"), adopted by the Board of Supervisors (the "Board") on June 6, 2023, for the purpose of establishing guidelines for how purchasing activities are to be conducted in the County.

The Policy will provide instruction for underlying principles of procurement to (1) Promote open and free competition for County purchases and contracts; (2) Promote financially feasible procurement for the County; (3) Assure adherence to local, state, and federal laws and regulations, including Government Code and Public Contract Code, as they relate to procurement and Public Works projects; (4) Promote an ethically professional relationship with vendors and contractors.

All purchases must be made in accordance with this Policy and County code, other County policies and procedures, as well as all applicable laws and, are subject to audit at any time. If applicable, failure to comply with this policy may result in disciplinary action.

This Policy supersedes all previous purchasing manuals, policies, and written procedures not consistent with this Policy. If you have any questions regarding this Policy, please contact the County Administrative Office.

2.1 The County's Power to Contract

In applying these policies and procedures, it should be kept in mind that the Board has enacted a local preference for purchasing, pursuant to Siskiyou County Code section 2-8.07.1.

The County has only those powers granted to it by the laws of the State of California. Unless provided for otherwise by statute, the Board is the only authorized body that may act on the County's behalf. However, the Board may delegate this authority to specified County officers and employees and has done so in the County Code, as reflected in this Policy. If authorization to make purchases of goods or services is not expressly provided for by statute or by the Board, a County officer or employee is without the authority to act on behalf of the County and its Departments.

County officers and employees who enter into contracts on behalf of the County or its Departments without express authorization may be personally liable for the transaction undertaken and the costs associated therewith.

2.2 The County Purchasing Agent (County Code Sec. 2-8.01)

Pursuant to the provisions of sections 25500 et seq. of the Government Code of the State, the Board has the authority to create the position of Purchasing Agent in the County.

General Powers and Duties (Sec. 2-8.02)

The Purchasing Agent shall have the duties and powers prescribed by the laws of the state relating to County Purchasing Agents, the County Code, and resolutions of the Board. The Purchasing Agent shall appoint such deputies, assistants, and other employees therein, who shall, from time to time, be authorized to act on behalf of the Purchasing Agent. The Board authorizes

department heads to act as Assistant Purchasing Agents. They shall exercise those duties and powers under the direction of the Purchasing Agent as set forth by resolution of the Board. The Purchasing Agent shall furnish the Board with such reports and information as the Board may require and shall establish methods and procedures, which may be set forth in this Purchasing Policy, necessary for the proper functioning of the procurement process in an efficient and economical manner.

Specific Duties (Sec. 2-8.03)

The Purchasing Agent shall have the following specific duties that he or she may carry out directly or in conjunction with such deputies, assistants, and other department employees so authorized by the Purchasing Agent in writing or the Board by resolution or minute order.

1. Pursuant to Government Code Section 25501, purchase for the County and its offices all materials, supplies, furnishings, equipment, livestock, and other personal property;
2. Pursuant to Government Code Section 25501, negotiate and execute in the name of the County all equipment service contracts and lease-purchase agreements of personal property;
3. Pursuant to Government Code Section 25501, rent for the County and its offices, furnishings, equipment, and livestock;
4. Pursuant to Government Code Section 25502.3, engage independent contractors to perform services for the County or County Officers, with or without the furnishing of material where the aggregate annual cost does not exceed \$50,000;
5. Pursuant to Government Code Section 25350.51, lease real property for use by the County for a term not to exceed five (5) years and for a rental not to exceed \$10,000 per month;
6. Pursuant to Government Code Section 25350.51, to amend real property leases for improvements or alterations, or both, with the total cost not to exceed \$7,500 each and are made within a twelve-month period;
7. In addition to the broader authority contained in subsection 2-8.14(a) and pursuant to Public Contracting Code Section 20131, may employ state-licensed independent contractors and purchase materials, furnishings, and supplies used in the construction or repair of public works projects not in excess of \$6,500, without the formality of obtaining bids, letting contracts, preparing specifications, and as required by the Local Agency Public Construction Act, commencing with Public Contract Code Section 20100;
8. Solicit and accept advantageous trade-in allowances for County personal property, which has a scrap value of less than \$10,000 and has previously been determined by the Purchasing Agent to no longer have a public use;

9. Through Assistant Purchasing Agents, by direct sale or otherwise, sell lease or dispose of any personal property belonging to the County not required for public use, subject to such regulations and may be provided by the Board, and shall pay the proceeds into the County treasury for the use of the County. Where the property is exchanged or traded, the Purchasing Agent or Assistant Purchasing Agent shall secure its value on behalf of the County;
10. Where specifically authorized by law, may sell, lease, or dispose of the personal property of any special district and pay the proceeds into the treasury of the district, or if an exchange or trade-in is made, return the proceeds to the special district;
11. Implement and oversee a County Credit Card Program as authorized by resolution of the Board;
12. Perform such services as authorized by the Board through resolution.

Assistant Purchasing Agents

Each Department Head is authorized to act as an Assistant Purchasing Agent. As an Assistant Purchasing Agent, each Department Head Shall:

1. Initiate and negotiate all contracts and purchases of personal property for their department. However, contracts exceeding \$5,000 must be executed by the Purchasing Agent or Board dependent upon the amount;
2. Sign quotes in order to secure pricing, but may not sign Terms & Conditions without first seeking approval from County Counsel;
3. Follow all applicable competitive bidding requirements with regard to contracts for Personal Property, contracts for services, and Public Works Projects. However, contracts exceeding \$5,000 must be executed by the Purchasing Agent or Board depending upon the amount;
4. Purchase materials, supplies, furnishings, equipment, and other personal property, so long as the amount does not exceed \$5,000 total;
5. Pursuant to County Code Section 2-8.13, enter into contracts for services where the amount does not exceed \$5,000.

2.3 Contracting Authority

The following bodies or individuals are authorized to enter into contracts on behalf of the County or its Departments:

Board of Supervisors

The Board may enter into any contract on behalf of the County or its Departments, subject only to applicable law. All Contracts for personal property (SCC 2-8.07 (d) or service contracts (with or without materials) with

compensation over \$50,000 require approval by the Board. All rate contracts require Board approval. Addendums to contracts other than amending term dates shall also require Board approval.

County Purchasing Agent

The County Purchasing Agent is established by the Board and may enter into any contract or purchase agreement on behalf of the County that amounts to \$50,000 or less. In Siskiyou County, the County Purchasing Agent Position is held by the County Administrator, or his or her designee. If the term date of a contract is being changed through an addendum, and no other amendment is requested, the County Purchasing Agent shall be authorized to approve.

Assistant Purchasing Agents

Each Department Head is authorized to act as an Assistant Purchasing Agent. An Assistant Purchasing Agent may purchase services, materials, supplies, furnishings, equipment, and other personal property, so long as the amount does not exceed \$5,000 total.

Public Works Director

The Public Works Director may **P**contract for work on Public Works Projects pursuant to County Code Section 2-8.14 (See also Policy Sec. 4.3 for Public Works Contracts.) In addition, he or she may be authorized by the County Purchasing Agent to purchase parts, materials, and supplies for the maintenance of vehicles and equipment, up to \$50,000. Activities are subject to competitive procurement guidelines.

Director of General Services

The Director of General Services may be authorized by the County Purchasing Agent to purchase parts, materials, and supplies for the maintenance of vehicles, equipment, facilities, and grounds, up to \$50,000. The Director of General Services may undertake Public Works projects pursuant to the Uniform Construction Cost Accounting Act as set forth in County Code Section 2-8.14. Activities are subject to competitive procurement guidelines.

Behavioral Health Director

The Behavioral Health Director may contract for emergency placement of clients in an amount not to exceed \$10,000.

Public Health Officer

The Public Health Officer has the authority to purchase medical supplies, medicines, vaccines, and other medical equipment up to \$50,000. Activities are subject to competitive procurement guidelines.

Director of Emergency Services

When a local emergency is declared under Government Code Section 8630, the Director of Emergency Services has purchasing and contracting authority, with or without the furnishing of materials, related to the local emergency at an amount not to exceed an annual aggregate cost of five hundred thousand dollars (\$500,000), unless the Board specifically authorizes a higher amount, to provide effective life-saving measures, reduce property loss, protect the environment, and the rapid resumption and recovery of impacted businesses, community services and community needs as set forth in County Code Section

2-8.04. Recognizing the urgency of these purchases, competitive procurement processes, bidding requirements, and other standard purchasing processes or limitations may be waived as deemed necessary by the Director of Emergency Services in consultation with the County Administrator or their designee. Such purchases must be subsequently approved by the Purchasing Agent or the Board in order for them to become a legal charge against the County. If reimbursement from the State or Federal Government is anticipated, very strict guidelines must be followed and consultation with County counsel and Auditor is essential.

2.4 Contract Administration

Monitoring, administration, and evaluation of County contracts are essential to promoting the most cost-effective use of taxpayer dollars, County resources, and ensuring that the County receives the goods and/or services for which it contracts. Each department is responsible for the administration of all contracts entered into on its behalf. Contract administration requires, at a minimum, the following:

1. An indexed list of all open contracts in electronic form;
2. A filing system that ensures any document associated with a contract (i.e., certificates of insurance, etc.) is kept with the contract;
3. A system to track the effective term of the contract (i.e., commencement dates, termination/expiration dates, etc.);
4. A system to ensure that any supplemental requirement (i.e., insurance, licensing, etc.) is kept in force during the term of the contract;
5. A system to track the services provided under the contract.

If your department has any questions regarding the contract administration process, please contact the County Administrative Office.

3.0 Vendor Relations and Ethics

In order to promote governmental integrity and guard against the appearance of impropriety, the County hereby establishes the following ethical standards of conduct for all County employees engaged in purchasing and contracting related activities.

1. County employees shall discharge their duties impartially to assure fair access to governmental procurement by responsible vendors and service providers and to foster public confidence.
2. County employees shall not solicit, demand, accept or agree to accept a gratuity, gift, or an offer of employment in connection with their purchasing decisions, including but not limited to any decision, approval, disapproval, or recommendation of any bid or contract.
3. County employees shall purchase without prejudice, giving full consideration to the interest of the County and shall seek to obtain the maximum value for each dollar spent.
4. County employees shall honor all obligations and require that all obligations to our County be honored.
5. County employees shall accord vendor representatives courteous treatment and develop good relations between the County, and its suppliers, remembering that our vendors and their products, personnel, and services are a natural extension of the County's own resources.

6. A County employee shall not participate directly or indirectly in procurement when the employee knows that any member of his or her family has a personal financial interest pertaining to the procurement.
7. County employees shall not knowingly use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person.
8. County employees shall not use their official capacity or County time to negotiate or make personal purchases for themselves or others. Employees must act purely in the public's best interest at all times and avoid the introduction of personal factors.

4.0 Purchasing Procedures

The following section outlines the procedures and thresholds that must be followed when initiating purchases and contracts for your Department.

4.1 Types of Purchases

- A. Personal Services Contracts** – A Contract for Services encompasses all types of contracts in which a service will be provided either with or without materials. These contracts typically include general services, facilities and equipment services, personnel or employee-related services, and consultant services (for which a state license is not required). Contracts for services can be procured using an informal bidding method unless the amount is expected to exceed an aggregate amount of \$25,000 (see section 5.2). Contracts for Services do not include Contracts for Professional Services or Public Works Projects.
- B. Professional Services Contracts** – Professional Service Contracts are contracts that involve the services of individuals or organizations possessing specialized license, certification, educational degree, or high degree of technical skill and experience, such as attorneys, physicians, electricians, plumbers, engineers, consultants, (for which a state license is required) auditors, private architectural firms, professional engineering firms, environmental and land surveying firms, and construction management services. In selecting a Professional Services vendor, the Board uses as its basis for the selection, demonstrated competence and qualifications for the type of services to be performed in conjunction with the assurance of fair and reasonable prices to the County. State law often provides for particular processes be adhered to when hiring some professionals, so County Counsel's Office should be consulted early in the process.
- C. Rate Contracts** – Rate Contracts do not specify a total amount for the contract term; instead they list rates for services and/or goods that can be purchased a la carte under the contract. A Rate Contract has the same bidding requirements as a Contract for Personal Services. Rate Contracts as well as addendums must be approved and executed by the Board regardless of the amount expected to be paid under the contract.
- D. Master Agreements** – A Master Agreement is a contract that can cover the entire County. One Master Agreement is executed, and then multiple services and purchases can be made through service agreements or purchase orders. Master Agreements also allow for multiple departments to purchase goods or

services under one agreement. To request departmental use of an existing Master Agreement, please complete the Departmental Request – Master Agreement form, located as Attachment A, and route through DocuSign for signatures. For a list of Master Agreements and request form, please contact the County Administrative Office.

- E. Maintenance Contracts** – As used in this section, a Maintenance Contract is a Contract for Services that includes the labor and materials necessary to properly maintain specified equipment, vehicles, or other personal property owned or leased by the County. Some Maintenance Contracts may require the vendor to pay their employees prevailing wage. Some Maintenance Contracts will fall under a Master Agreement, which may serve the entire County. Please check with County Administrative Office for a list of these agreements.
- F. Personal Property Purchase** – A Personal Property Purchase is defined as the purchase of all equipment, material, and supplies not classified as real property.
1. Purchases of no more than \$5,000 do not require a competitive procurement process. However, a competitive process should be used any time it is considered most advantageous to the County.
 2. Purchases greater than \$5,000 but no more than \$25,000 require the solicitation of informal quotes. This can be accomplished by calling three (3) vendors by phone and documenting the quotes on the Informal Bid Tabulation Form. (See sec. 5.2) The Informal Bid Tabulation Form must be submitted to the County Administrative Office with a completed purchase order for approval. Written justification must be included if the lowest responsible bidder is not chosen. If one piece of equipment or property equals \$5,000 or greater, it becomes a Capital Asset and must be approved by the Board. (See Capital Assets)
 3. Purchases over \$25,000 require a formal bidding process. (See sec. 4.2.3 Formal Bid Process)
- G. Computer Hardware and Software Purchase** – All purchases of computer hardware, software, or applications must be approved by the County Information Technology Account Manager (IT), or their designated staff. Hardware includes all items connected to the County's network infrastructure in any way. This includes network copiers that have print capabilities. Hardware excludes input devices such as keyboards and mice that cost less than \$75. Purchase orders must be approved by Central IT, the County Administrator, and the Auditor for funding verification before purchase.
- H. Radio or Telephone Equipment Purchase** – All procurement of County-owned radio or Telephone equipment must be coordinated through the Communications Department or explicitly approved by Communications. County Communications holds the responsibility for strategic planning, organization, direction, and management of both the County-owned radio system and the telecommunications system within Siskiyou County. This includes developing and implementing unit policies and procedures, budgeting, expenditure control, collaborating with County management to anticipate communication needs, and formulating long-term plans for equipment and service acquisition. Furthermore,

County Communications provides recommendations on equipment requirements, negotiates procurement processes, and oversees the installation, maintenance, and repair of countywide electronic radio frequency (RF) communication equipment, covering a range of devices such as mobile radio receivers, transmitters, repeater antennas, mobile extenders, sirens, scanners, control devices, and test equipment. Responsibilities also entail inspecting radio units for frequency and deviation compliance, adjusting frequency control mechanisms, conducting pre-installation testing, managing repairs, and ensuring the effective operation of installed units. Additionally, County Communications operates various testing and measuring equipment, including frequency and modulation monitors, voltmeters, ohmmeters, oscilloscopes, signal generators, radio frequency output meters, and telephone transmission equipment. Preventive maintenance is conducted on communication equipment, including mountain-top repeaters, control stations, and alternative energy systems such as solar and thermoelectric systems associated with the radio infrastructure. Oversight is provided for complex electronics equipment installations in vehicles, boats and any other County owned equipment or Buildings including potential inspections and maintenance of very high-frequency radio systems. Moreover, County Communications manages the installation of computer wiring for computer systems and networks, while maintaining relevant records and reports. County Communications will manage all FCC licensing.

- I. Alternative Procurement Method for Motor Vehicles** – Purchase of vehicles must be coordinated with County Administration, regardless of the procurement procedure used. As an alternative procurement procedure for motor vehicles to the formal bid process, provided the Board has first approved through the budget process the money used for the purpose of acquiring a motor vehicle and the purchase does not exceed the amount budgeted, the Purchasing Agent may use a procurement procedure in which the request for a price for a motor vehicle is posted on the County website and there is solicited from a minimum of three (3) vendors, including, when practicable, local vendors, and the resulting purchase order is approved by the Purchasing Agent. When it is not practical to obtain the three (3) bids, the Purchasing Agent shall document his or her good faith effort to obtain multiple bids, which documentation shall satisfy the requirements herein.
- J. Utility Payments** – Assistant Purchasing Agents may pay utility payments (power, water, sewer, trash, phone, etc.) from County selected vendors within budgeted amounts based on monthly bills.
- K. Emergency Purchases** – Emergency Purchases, as defined in County Code Section 2-8.04, may be made by any person or official authorized by the Board or Purchasing Agent when the Purchasing Agent and his or her designees are not immediately available. The items purchased must be immediately necessary for the continued operation of the office or department involved, or must be immediately necessary to preserve life or property. Such purchases must be subsequently approved and confirmed by the Purchasing Agent or by the Board. If an emergency purchase is \$25,000 or less and considered a one-time purchase, a purchase order or invoice may be used in place of a contract and be approved and signed by the Purchasing Agent.

L. Purchasing Through California's Department of General Services –

Authorized County employees may purchase supplies and equipment on behalf of the County, and its Departments from the California Department of General Services, Office of Procurement. Purchases made through the Department of General Services do not require bidding or solicitation.

M. Sole Source Purchasing – Sole Source Purchasing, as defined in County Code Section 2-8.07(f), refers to Personal Property and is a non-competitive, negotiated agreement. This method is not favored by the County and may only be used in exceptional circumstances such as:

1. Only one firm or individual is qualified to do the work.
2. An emergency exists of such magnitude that cannot permit delay.
3. Competition is determined to be inadequate after solicitation of a number of sources.

A Sole Source contract over \$5,000 requires approval by the Board. A Sole Source purchase will not be authorized unless it is demonstrated that one of the above-listed criterion is met or other valid reason exists for utilizing this procurement method and that every reasonable effort was undertaken to follow the normal purchasing process.

N. Memorandum of Agreement (MOA) or Understanding (MOU) - Such agreements are cooperatively built to outline an agreed upon activity approach. Resulting documents are to be approved by the Board.

4.2 Competitive Procurement

It is the policy of the County to make appropriate use of County funds and promote transparency through the use of open and full competition to the maximum extent possible. Competitive bidding, or competitive procurement, ensures the best value for tax dollars and promotes a healthy local economy. Contracts for the purchase of County personal property or personal services shall be awarded as the result of Competitive Bidding, as defined by County Code Section 2-8.07, except as otherwise provided for in this policy or by law. Please note that Public Works Projects are subject to specific requirements as detailed in section 4.4.

Types of Competitive Procurement

1. **Small Purchases** – Small purchases are purchases of goods or personal services that do not exceed an aggregate amount of \$5,000. These purchases do not require a competitive procurement process. However, a competitive process may be used any time it is considered most advantageous to the County.
2. **Informal Bid Process** – The Department Head shall use the Informal Bid process to initiate purchases of personal property or personal services, as defined by County Code Section 2-8.07, and also as defined in Government Code Section 25508, where the cost is more than \$5,000 and less than \$25,000. Using this procedure requires that a

price for a product is solicited from a minimum of three (3) vendors, including local vendors. The Department Head must coordinate with the Purchasing Agent and will need to document this process by filling out an Informal Bid Tabulation Form (Attachment B). A copy of the Informal Bid Tabulation Form must be included with the invoice or purchase order when it is sent to the County Administrative Office for approval. If the Department Head cannot obtain three (3) bids, he or she shall document their good faith effort made to obtain multiple bids.

- 3. Formal Bid Process** – The Purchasing Agent or Assistant Purchasing Agents shall use the Formal Bidding Process to initiate purchases of personal property or services, as defined by County Code Section 2-8.07, and also as defined in Government Code Section 25508, where the cost will exceed \$25,000. When using the Formal Bidding Process, the Purchasing Agent, Assistant Purchasing Agent, or their designee, must prepare a Request for Proposals (RFP) (see sec. 4.2.2) and post it to the County website for a minimum of two (2) weeks, if an immediate need is approved by the County Purchasing Agent, posting of the RFP may be reduced to one (1) week. When the Purchasing Agent or Assistant Purchasing Agents are not able to obtain three (3) responses, they must document their good faith effort to obtain multiple bids.

Request for Proposals (RFP) Procedure

A Request for Proposals (RFP) should be used in soliciting contracts for goods and services exceeding an aggregate cost of \$25,000 but may be used for purchases at any dollar threshold necessary to secure the best result for the County. It is a method used when the County seeks not only the best cost for services but also a proposed approach or methodology to accomplish the project goals. Price is a factor but not the only consideration. Please see section 4.4 Public Works Contract for proper procedure for Public Works Projects.

An RFP must be publicly advertised and is awarded based on the defined criteria. It will state the scope of work, terms and conditions, instructions for preparation, evaluation criteria, cost proposals, specifications, timelines, and contract type. Interviews may be held to explain proposals further or to help make a selection when proposal scores are close or equal. Because they are released to the public, RFPs should be formatted to be accessible.

The steps and timeline for an RFP are as follows:

- 1. Initiate RFP** – Departments will initiate their own RFPs. The RFP Template can be found at Attachment C. If you need assistance, please contact County Administrative Office.
- 2. County Counsel and Administrative Review** – RFPs must follow a similar review process as contracts. RFPs must be approved by County Counsel through a Legal Services Review (LSR) (Attachment D) and by County Administration through a Purchasing Review (PR) (Attachment E) by submitting RFPs to purchasing@co.siskiyou.ca.us. Once approved by both County Counsel and County Administration, RFP's will then be posted to the County's public website by County Administrative Office.

3. **Post and Advertise RFP** - All RFPs must be posted on the County website and advertised in appropriate publications or to appropriate businesses. Pursuant to County Code Section 2-8.14 and California Public Contracting Code §22037, for Public Works Projects requiring formal bidding, RFPs will need to be advertised in a local paper through a public notice.
4. **Pre-Bid Meeting or Walk-Through** – In some cases, you will want to include a mandatory pre-bid meeting or walk-through, the details of which should be included in the RFP. This is important if there are specifications or conditions that cannot be adequately conveyed through an RFP. It gives proposers a chance to examine the location and area of the project site and better understand the work to be performed. However, the pre-bid meeting or walk-through is not usually necessary when purchasing goods, equipment, or remote services.
5. **Question and Answer Period** – All RFPs will require a Question and Answer period. A deadline to submit questions must be included in the RFP. Questions submitted during this period must be answered to the best of the employee and department's knowledge. After the deadline, all of the questions and answers must be organized into a single addendum and sent to County Administrative Office to be posted with the corresponding RFP on the County's website.
6. **Submission of Proposals** – RFPs must be open and posted for at least two (2) weeks unless an immediate need is approved by the County Purchasing Agent. Submission date, time, and requirements must be clearly stated in the RFP. All proposals are to remain sealed or, if electronically submitted, unopened until after the posted due date and time. No proposals are to be accepted after the submission deadline. If sealed bids are to be opened in public, the date, time, and address of the bid opening should be stated clearly in the RFP.
7. **Review of Proposals** – When practical, Departments should make their best effort to have a committee of at least three (3) employees review the submitted proposals. The committee will score the proposals on a scale of 1-10 for each category of evaluation criteria. The average of these scores must be recorded and totaled on the Proposal Evaluation Worksheet, which is available at Attachment F. The proposal with the highest overall scores should be selected unless there are significant reasons the committee finds that another proposer would be more beneficial for the project. These reasons must be documented on the Bid Evaluation Sheet. All proposals and Bid Evaluation Sheets must be kept in accordance with the County's Records Retention Policy.
8. **Selection and Notification** – Once the scores have been totaled and a proposal has been selected, all proposers must be notified of the selection by sending an intent to Award letter to the successful proposer and Notice of Non-Award to others. Templates can be found at Attachments G and H. This cannot be done prior to the date listed in the RFP.

Request for Bid (RFB) Procedure

A Request for Bid (RFB) is similar in many ways to an RFP but is used when the County knows exactly what service or product is needed, and price is the primary consideration. As with an RFP, it is used for purchases over \$25,000 dollars but may be used at any dollar threshold necessary to secure the best result for the County. With an RFB, departments will not be evaluating companies on their approach or experience; instead, contracts will be awarded to the lowest responsive and responsible bidder.

The steps and timeline for an RFB are as follows:

- 1. Initiate RFB** – Departments will initiate their own RFBs, using a previous quote or estimate as a scope of work. An RFB template can be found at Attachment I. If you need help, please contact the County Administrative Office.
- 2. County Counsel and Administrative Review** – RFBs must go through a similar review process as contracts. RFBs must be approved by County Counsel through an LSR and by County Administrative Office through a PR by submitting RFBs to purchasing@co.siskiyou.ca.us. Once approved by both County Counsel and the County Administrative Office, RFBs will be posted to the County's website by the Administrative Office.
- 3. Post and Advertise RFB** – All RFBs must be posted on the County website and advertised in appropriate trade publications or to appropriate businesses.
- 4. Pre-Bid Meeting or Walk-Through** – As with an RFP, in some cases, you will want to include a mandatory pre-bid meeting or walk-through, details of which must be included in the RFB. It gives proposers a chance to examine the location and area of the project site and better understand the work to be performed. However, the pre-bid meeting or walk-through is not usually necessary when purchasing goods, equipment, or remote services.
- 5. Submission of Bids** – RFBs must be posted and open for at least two (2) weeks unless an immediate need is approved by the County Purchasing Agent. Submission date, time, and requirements must be clearly stated in the RFB. All bids are to remain sealed or, if electronically submitted, unopened until after the posted due date and time. No bids are to be accepted after the submission deadline. If sealed bids are to be opened in public, the date, time, and address of the bid opening should be stated clearly in the RFB.
- 6. Contract Award** – Contracts or purchase orders for personal property (SCC 2-8.07(d) or personal services, with or without furnishing of materials (SCC 2-8.07(j)), in excess of \$50,000 must be approved and awarded by the Board.

Submission date, time, and requirements must be clearly stated in the RFB. All proposals are to remain sealed or, if electronically submitted, unopened until after

the posted due date and time. No proposals are to be accepted after the submission deadline. If sealed bids are to be opened in public, the date, time, and address of the bid opening should be stated clearly in the RFB.

Competitive Procurement Process Protest Procedures

Any actual or prospective bidder, proposer or contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the Purchasing Agent.

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

1. The name, address, and telephone number of the protester;
2. The signature of the protester's representative;
3. The solicitation or contract number;
4. A detailed statement of the legal and/or factual grounds for the protest; and
5. The form of relief requested.

A protest related to the award of a contract must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Purchasing Agent or their designee. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

All protests related to a proposed contract shall include at a minimum the following information:

1. In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Purchasing agent renders a decision on the protest.
2. Upon receipt of a timely protest, the Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
3. The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.
4. If the protester disagrees with the decision of the County Purchasing Agent, the protester may submit a written notice to the Office of the Purchasing Agent requesting an appeal to the Board of Supervisors, in accordance with the process stated below.

Appeal Process

If the protester wishes to appeal the decision of the County Purchasing Agent, the protester must submit, within three (3) business days from receipt of the Purchasing Agent's decision, a written appeal to the Office of the County Purchasing Agent.

1. Within fifteen (15) business days, the Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Board of Supervisors as described above.
2. The decision of the Purchasing Agent on whether to allow the appeal to go forward will be final there shall be no right to any administrative appeals of this decision.

This section refers to competitive procurement activities other than Public Works activities. Public Works competitive procurement protests must follow the Uniform Public Construction Code section 22050 (c)(1).

County Thresholds

The following thresholds apply to competitive procurement activities for the purchase of any goods or services required by Siskiyou County Departments, with the exception of Public Works Projects.

Threshold Amount	Procurement Method	Signing Authority
\$5,000 or less	Small Purchase	Department Head
\$5,000 - \$25,000	Informal Bidding	County Purchasing Agent
\$25,000 - \$50,000	Formal RFP/RFB	County Purchasing Agent
Capital Asset of \$5,000 or greater	Informal or Formal Bidding	Board of Supervisors
Over \$50,000	Formal RFP/RFB	Board of Supervisors

4.3 Local Preference

In order to encourage utilization of local businesses, the Board has enacted a local preference for purchasing of goods, pursuant to County Code section 2-8.07.1. It shall be the policy of the County to encourage local businesses to provide goods to the County through the County's purchasing program. Therefore, it is the County's policy to solicit bids from local businesses whenever practical. Local preference is strongly encouraged. Purchasing of personal goods or personal services, with or without furnishing materials, is not based on price alone, although price is an important factor. Therefore, utilization of a local preference is not always determinative of which vendor will be awarded the contract.

Some funding sources, such as specified grants or Federal dollars, may not be eligible for local preference consideration. Please consider the funding sources for each purchase of goods to ensure that all requirements specified by that source are met.

1. Local purchases of goods or supplies not in excess of \$25,000 shall receive a 5% local preference consideration.

2. If the purchase exceeds \$25,000, the amount between \$25,000 and \$50,000 shall receive an additional 4% local preference consideration as to that portion of the purchase exceeding \$25,000.
3. If the purchase exceeds \$50,000, the amount exceeding \$50,000 shall receive the above-mentioned considerations as well as an additional 3% cost preference as to that portion of the purchase exceeding \$50,000.

A vendor qualifying for local preference must claim such preference when submitting its quote, bid, or proposal and must meet all of the following criteria:

1. The local business shall have established a place of business within Siskiyou County at least six (6) months prior to publication of the solicitation for bids or proposals.
2. Where state sales tax will be paid for the purchase, the local business must possess a valid resale license from the State Franchise Tax Board evidencing the business' local address within Siskiyou County, and that payment of the local share of the sales tax goes to either a city within Siskiyou County or to the County.
3. Where applicable, the local business must have paid business property taxes to Siskiyou County for the recent tax year. This provision shall not apply to businesses that were not yet established at the time taxes were due.
4. At least one-half of the vendor's employees reside in the County of Siskiyou.

Failure to solicit local bids may, in appropriate circumstances, require the Department Head to justify such action.

4.4 Public Works Contracts

A Public Works Project is defined in California Labor Code Section 1720 and Section 22002 of the California Public Contract Code as:

1. Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work done under contract and paid for in whole or part out of public funds.
2. Can include painting or repainting of any publicly owned, leased, or operated facility, and can include pre-construction and post-construction activities.

Contracts for Public Works Projects must be issued in accordance with the provisions of Siskiyou County Code Section 2-8.14 and California Public Contract Code § 22000 et seq., otherwise known as the "Uniform Public Construction Cost Accounting Act"; or as otherwise allowed by Ordinance. Work on County highways or bridges may also be undertaken by the Director of Public Works in conjunction with a qualified engineer, pursuant to their authority.

Public Works Projects of \$60,000 or Less

As defined by County Code Section 2-8.14 and Uniform Public Construction Cost Accounting Act, Minor Public Works Projects are projects estimated to cost \$60,000 or less, or the current amount set in section 22302(a) of the Public Contract Code and County Code Section 2-8.14.

Minor Public Works Projects may be performed by force account, by negotiated contract, or by purchase order. The County Purchasing Agent is authorized to award and sign contracts for these Minor Public Works Projects.

Public Works Projects Between \$60,000 and \$200,000

Public Works Projects between \$60,000 and \$200,000 or within the current threshold amounts listed in County Code Section 2-8.14 and Section 22302(a) of the Public Contract Code may use an informal bidding process. The informal bidding procedures for Public Works Projects are different from the informal bidding procedures used for other types of contracts.

The Informal Bidding procedures are set forth in County Code Section 2-8.14 and Section 22030, et seq. of the Public Contract Code. The procedures are as follows:

1. A notice inviting informal bids is sent to all qualified contractors on the bidder's list. Please contact the Administrative Office for bidders lists; OR
2. A notice inviting informal bids is sent to all construction trade journals in accordance with §22036 of the Public Contract Code; OR
3. A notice inviting informal bids is sent to contractors on the bidder's list and all construction trade journals in accordance with Public Contract Code §22036.

A template for Informal Bids for Public Works Projects can be found at Attachment J along with a template for Informal Bid Tabulation at Attachment B. A copy of the Public Works Contract Template must be attached to all invitations to bid. All mailing of notices to contractors and construction trade journals pursuant to the above paragraph must be completed not less than ten (10) calendar days before bids are due. The notice inviting informal bids must describe the Public Works Project in general terms, including how to obtain more detailed information about the Public Works Project, and state the time and place for submission of bids.

The Board has delegated to the Purchasing Agent the authority to award contracts not in excess of \$200,000 to vendors selected through this informal bid process.

If all bids received are in excess of \$200,000, or the current amount set forth in County Code Section 2-8.14 and Section 22304(f) of the Public Contract Code, the Board may, by Resolution, award the contract at \$212,500 or less to the lowest responsible bidder, if it determines that the cost estimate of the County was reasonable.

Public Works Projects Greater Than \$200,000

Public Works Projects greater than \$200,000, or the current amount set in County Code Section 2-8.14 and Section 22302(c) of the Public Contract Code, must be contracted using formal bidding procedures by issuing an RFP. A copy of the Public Works Contract Template must be attached to all invitations to bid. The Public Works Project plans and specifications must be approved by the Board, and the contract must be approved and awarded by the Board.

General Requirements for Public Works Contracts

Public Works Projects cannot be intentionally split in order to avoid informal or formal bidding or to avoid approval by the Board.

All contractors performing work on Public Works Projects must be properly licensed in accordance with the requirements of the State of California Contractor's License Board.

All contractors must be registered with the California Department of Industrial Relations (DIR) as stated in §1725.5 of the California Labor Code.

All contractors performing work on Public Works Projects must pay prevailing wages in accordance with California Labor Code requirements.

5.0 Contract Development, Review and Approval Process

All contracts and addendums are required to be reviewed by the contracting Department Head or their designee, and through the LSR (Attachment D), ASR (Attachment K), and PR (Attachment E) processes. Whenever possible, County Counsel-approved contract templates should be used and can be found on the County SharePoint, and the in P Drive (County Share) under "County Counsel Contract Forms".

Some contracts may require addendums to change the compensation, extend the terms, amend provisions of the contract, or change the exhibits. **Contracts executed for the first time on or after September 1, 2022, shall not exceed five (5) addendums.** If departments plan to enter into a new contract once the addendum limit has been reached, they shall review the need to issue an RFP, RFB or RFQ prior to executing a new contract. In unique circumstances, contracts may require more than five addendums. Approval for exceeding the five addendum limit requires approval from County Administration prior to processing any exceeding addendums.

5.1 Goods or Services Totaling \$5,000 or Less

If the total amount of the purchase is \$5,000 or less, then a contract is not needed. Terms and conditions will be reviewed by County Counsel (LSR) and signed by the assistant purchasing agent.

5.2 Contracts in Excess of \$5,000 Dollars

Contracts in excess of \$5,000 are required to be approved by County Counsel (LSR), Auditor/Controller (ASR), and the Administrative Office (PR) prior to being routed for

signatures. Please include all required documents when requesting review, including, but not limited to, the completed LSR/ASR/PR form, the contract and all corresponding Addendums, Exhibits, and Certificates of Insurance.

It is recommended that whenever possible, a County Counsel Contract template shall be used. However, there are situations where a vendor contract is utilized. In these instances, County Counsel, the Auditor's Office, and Purchasing will review the vendor contract to ensure that any and all needed provisions required to protect the County's best interests are included.

At a minimum, all contracts shall include the following requirements for workers compensation, indemnification and general liability and automobile insurance.

(Language to be included in any non-template contract regarding insurance requirements can be directly copied from provisions 5.04 through 5.07 of the County template contracts)

- **Workers' Compensation:** Any contractor shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If a contractor elects to be self-insured, the certificate of insurance otherwise required shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced. No payment shall be made unless such proof of insurance is provided.
- **Indemnification:** Any contractor shall indemnify and hold the County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of the contractor or any contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. The contractor shall maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. The contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. As part of the contract, the contractor shall also agree that their duty to indemnify and hold harmless the County includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by the County of insurance certificates and endorsements required under this Contract does not relieve the contractor from liability or limit the contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of any contract, the contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- **General Liability and Automobile Insurance:** During the term of any contract the contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage. The County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by the contractor and its sub-

contractors, and that no other insurance effected by the County or other named insured will be called on to cover a loss covered thereunder. All insurance required shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as many otherwise be acceptable to the County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to the County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to the County.

The contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in any contract, certificates of insurance evidencing additional insured coverage as set forth in the requirements above, and shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of any contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement. If changes are made during the term of the contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage and the general liability policy are provided to the County.

For federally funded contracts of \$25,000 or more, contractor or vendor eligibility must be verified through the System for Award Management (SAM) at Sam.gov prior to contract execution.

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Any deviation from the requirements to be approved by the County's Risk Manager.

Once all approvals have been received, contracts may be routed for signatures.

5.3 Routing Contracts and Addendums for Signature

The County has contracted with DocuSign to provide and accept digital, or electronic, signatures. Whenever possible, Departments should route their contracts and addendums through DocuSign for signature. How-To Guides, including routing protocols, can be found on the County SharePoint. If additional assistance is needed, please contact the County Administrative Office.

Unless otherwise prohibited by law or County policy, an electronic signature or digital signature shall have the same force and effect as a contract executed with an original ink signature. Agencies/ Departments should use electronic and digital signatures to execute all County contracts and related documents when practicable.

When routing contracts and addendums for signature, please include all relevant documentation, including, but not limited to, the original contract, Exhibit A, Certificate of insurance (unless waived by the County's Risk Manager), and previous addendums.

6.0 Emergency Purchasing and Contracting

6.1 Non-Public Works Emergency Contracts & Purchases

Non-Public Works emergency contracts and purchases may be made without benefit of competitive bidding when a qualified emergency exists, and time is of the essence to take immediate corrective action. See Section 6.2 for Emergency Public Works

Contracts. Authorization for every emergency contract and or purchase shall be promptly requested from the Purchasing Agent or his or her designees in writing stating the facts constituting the emergency and the need to take immediate action. Emergency contracts or purchases that necessitate a bypass of the approved contract

process must be presented to the Board of Supervisors at the next scheduled meeting for approval and/or ratification if the dollar amount exceeds \$50,000. Emergency contracts and purchases should be made only for the following unforeseen circumstances:

1. To preserve life, health or property;
2. Upon a natural disaster or public health crisis;
3. To correct or forestall a shutdown to maintain essential public services; or
4. Other unforeseen events.

Emergency contracts and purchases are not valid for urgencies resulting from a lack of planning and organization.

Purchasing Agent's Approval is Required

The Purchasing Agent or his or her designee's approval is required on all emergency contracts and purchases up to \$50,000 made without the benefit of competitive bidding.

Required Ratification by the Board of Supervisors

Emergency contracts and purchases in excess of \$50,000 must be ratified by the Board of Supervisors at the next available regularly scheduled Board meeting. The responsible department must submit the emergency contract or purchase to the Clerk to be placed on the Board meeting Agenda for ratification by the Board of Supervisors at the next regularly scheduled Board Meeting.

How to Make Emergency Contracts & Purchases

In the event of a qualified emergency, when authorized by the Purchasing Agent or his or her other designees, departments may make direct contracts or purchases without the benefit of competitive bidding. For the purposes of making emergency contracts and purchases of goods and services, the definition of an "emergency" is an unforeseen circumstance in which an immediate purchase is necessary in order to avoid a substantial hazard to life, health or property, a natural disaster, a public health crisis or a serious interruption of the operation of a county department or the operation of an essential public service, or other unforeseen events.

Ratifying the Contract or Purchase

For emergency contracts or purchases more than \$50,000 the Department Head shall advise the Board of Supervisors at the next regularly scheduled Board meeting and seek Board ratification of the contract or purchase. The Agenda Worksheet used to seek ratification must provide the following information:

1. The facts constituting the emergency and the need to take immediate action; and
2. Name, address, telephone number and license number of the supplier or contractor; and
3. Name of supplier/contractor's representative who took the order; and
4. Date the order or contract was made; and
5. Dollar amount agreed upon for the cost of goods or services ordered; and
6. Date of delivery of goods or services ordered; and
7. A complete description of goods or services ordered; and

8. Date of and copy of Purchasing Agent's approval of the contract or purchase, if applicable.

Emergencies Involving a Declared Emergency Under California Government Code Section 8630

Pursuant to California Government Code Section 25502.7 and Siskiyou County Code Section 2-8.04(b), the Board of Supervisors may, whenever it has proclaimed a local emergency pursuant to Government Code Section 8630, authorize the Purchasing Agent to engage independent contractors to perform services related to the local emergency on behalf of the County and its officers with or without the furnishing of materials in an amount up to \$500,000 without the benefit of competitive bidding. If at all possible, under such a declared emergency, the Purchasing Agent shall strive to include provisions for informal bidding procedures to the extent that such procedures are feasible under the emergency circumstances.

6.2 Emergency Public Works Contracts

How to Handle Public Works Emergencies

The California Public Contract Code strictly prescribes the definitions, procedures, requirements, and conditions for various types of emergency Public Works Contracts made without benefit of competitive bidding, as summarized below.
Emergencies involving County Public Works Projects

A. Emergencies Involving Repair or Replacement of a Public Facility Governed by California Public Contract Code Section 22050

1. In states of great emergency when repair or replacements to public facilities are necessary to permit the continued conduct and operation of County operations or services, or to avoid danger to life or property, California Public Contract Code Section 22050, allows the Board of Supervisors, with a four-fifths vote, to adopt a resolution declaring an emergency and authorizing an accelerated public works contract to repair or replace a public facility, and may delegate emergency contracting authority to the County Administrator to take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes without going through a formal bid process.
2. Public Contract Code Section 22050 requires that after proceeding with an emergency project, the Board of Supervisors shall review any emergency action taken at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter until the emergency action is terminated, and if it is determined that there is a need to continue the action, the Board of Supervisors may authorize continuation of the emergency action by a four-fifths vote.

B. Emergencies Involving Projects Under Supervision of the Office of Emergency Services ("OES") Director

For projects under the supervision of the OES Director, emergency work is defined as that which is necessitated by the imminence or occurrence of a landslide, flood, storm damage, or other emergency, and the public interest and necessity demand immediate action to safeguard life, health, or property.

When a local emergency is declared by the Board of Supervisors pursuant to California Government Code Section 8630, the Director of Emergency Services, pursuant to this policy, is delegated the County Purchasing Agent's purchasing and contracting authority, with or without the furnishing of materials, related to the local emergency at an amount not to exceed an annual aggregate cost of five hundred thousand dollars (\$500,000), unless the Board specifically authorizes a higher amount, to provide effective life-saving measures, reduce property loss, protect the environment, and the rapid resumption and recovery of impacted businesses, community services and community needs as set forth in Siskiyou County Code Section 2-8.04. Such limitation applies to the collective contracts entered into by the Purchasing Agent and Director under this policy.

Recognizing the urgency of these purchases, competitive procurement processes, bidding requirements, and other standard purchasing processes or limitations may be waived as deemed necessary by the Director of Emergency Services in consultation with the County Administrator or his or her designee. Such purchases must be subsequently ratified and approved by the Purchasing Agent or the Board of Supervisors in order for them to become a legal charge against the County. If reimbursement from the State or Federal Government is anticipated, very strict guidelines must be followed and consultation with County Counsel and the Auditor is essential.

C. Emergencies Involving Roads and Bridges Governed by California Public Contract Code Section 20407

California Public Contract Code, Section 20407 states that in the event of great emergency, upon the majority vote of the Board of Supervisors, the Board may proceed at once to replace or repair any and all bridges without adopting plans, specifications, strain sheets or working details, without letting contracts or without calling for bids. Such work may be done by day labor under the direction of the Board, or by contract, or by a combination of the two.

D. Emergencies Involving Flood Control Governed by California Public Contract Code Section 21401 & 22050

Emergency force account work may be authorized by the Board of Directors of the Siskiyou County Flood Control and Water Conservation District by a unanimous vote of all members present to respond to an unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

In the case of an emergency public works contract, the District Board may authorize by a four-fifths vote to repair or replacement a District public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids so long as the District Board first makes findings that the emergency will not permit delay from a competitive solicitation and that the action is necessary to respond to the emergency. The District Board may also, by four-fifths vote, delegate, by resolution, to the appropriate District officer the authority to order any such action. The District Board shall review the emergency action at each of its meetings and shall terminate the action at the earliest possible date.

E. Emergency Cases for Use of Force Account Under the Uniform Cost Accounting Act

The Siskiyou County Board of Supervisors has adopted by ordinance the Uniform Cost Accounting Act provision set forth at Siskiyou County Code Section 2-8.14(a). There are certain exceptional cases where force account may be used even though the project amount exceeds \$60,000:

Emergency work - In emergency situations, defined in the California Public Contract Code, Section 1102 as "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services," California Public Contract Code, Sections 20134 and 22035 allow force account to be used where competitively bid contracts would otherwise be required if the Board of Supervisors or an officer to whom emergency authority has been delegated determines that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency. The Board determination or delegation must be by a four-fifths vote. In either event, the board must renew the initial determinations by a four-fifths vote at successive meetings, based on substantial evidence set forth in the meeting minutes, or it must terminate the response action and have the rest of the work done by contract let after competitive bidding.

7.0 Cal-Cards

The purpose of the Siskiyou County Cal-Card program is to provide an additional alternative within the existing procurement system to help support and/or expedite small dollar value operating requirements and authorized travel purchases. The Cal-Card may be used as an alternative to small-dollar purchases and/or in lieu of petty cash purchases. The Board has also authorized the issuance of Cal-Cards to Zones of Increased Benefit located within a County Service Area.

Each department participating in the Cal-Card program will assign a department fiscal representative to oversee the program for their department. The department fiscal representative will be responsible for monitoring and ensuring compliance with program policies and maintain a current departmental listing of cardholders.

An employee may be designated by the Department Head to obtain and use a County Cal-Card for Official County business only.

Individual County departments must establish dollar thresholds and purchase limitations according to their respective operational requirements. However, any such limit cannot exceed the maximum standard without the written approval of the Purchasing Agent. The Auditor-Controller's office will not audit the individual departmental thresholds. The Department Head is responsible for auditing department imposed purchase limits. Maximum Transaction Limitation—the maximum amount for any one procurement (services and/or supplies) transaction is \$1,000. Total procurement (services and/or supply) transactions must not exceed \$1,000 in any one day. The maximum daily limit for travel is \$2,500.

Maximum Monthly Amount—the maximum monthly amount for any one card/cardholder, including travel and procurement combined, is \$5,000.

A department's written request for a higher dollar threshold can be sent to the attention of the

County Administrative Office and the Treasurer for approval (prior to purchase or travel) and must contain the proposed purchase and a detailed justification for the request.

The Siskiyou County Cal-Card is not intended to replace effective procurement planning, nor does the use of the Cal-Card relieve the employee from adherence to all Federal, State, County, and Department bidding, procurement, purchasing, and acquisition laws, regulations, policies, and procedures.

For more information on Cal-Card Use and allowable and prohibited purchases, please see the County Cal-Card Program Policies and Procedures located on the County SharePoint.

8.0 Real Property

Real property is defined as land and anything growing on, affixed to, or built upon land that is permanent. All purchases and sales of real property must be approved by the Board. For any Real Property activities, please contact the County Administrative Office who facilitates Real Property acquisition and disposal.

See Government code sec. 25520-25539.10 for more information on the sale or lease of real property.

9.0 Surplus Property

The process to declare a County property item as surplus is set forth in County Code Section 2-8.10. The Board may order any surplus County property not required for County or other public purposes to be sold.

In order to have a Capital Asset declared surplus, the department must coordinate with the Auditor's Office to obtain a "Record of Acquisition and Disposition of County Owned Property," (ROA) which includes the County inventory (tag) number. Once completed, the ROA must be submitted to the Auditor prior to a surplus item being disposed of by sale or donation. The Administrative Office first give notice of the availability of the item to other County departments. If it is decided that another department does not need the item it may be sold at auction to the highest bidder by posting it on [Public Surplus Website](#).

If an item is not a Capital Asset and is considered to be surplus to a department, please send a picture and description to the Administrative Office to be posted on the Departmental Surplus page on the County Internet. If the item is not claimed by another department within two (2) weeks, it can then be posted on the [Public Surplus Website](#) or be disposed of by the department.

The Board may donate surplus County property to certain other public entities. The Board may also exchange any County property with one of those public entities, or with private persons or companies, for property that will be more useful to the County. In either case, notice must be published in the newspaper at least one week before the donation or exchange takes place. Please contact the Administrative Office for more information.

10.0 Acceptance of Donations

Departments wishing to accept donations must take such requests to the Board. The donated property may be real or personal, tangible or intangible. The donation may be made to the

County directly or to be held in trust for the public.

If the donation is subject to any restriction, the original documentation providing for the restriction must be filed with the County Auditor and with the Clerk of the Board.

11.0 Contractor Debarment

County Code Section 2-40.01 through 2-40.34 sets forth the procedures for due process required in debarment of Contractors. Debarring a Contractor results in the Contractor being prohibited from doing business with the County for a period not to exceed five (5) years.

Awarding a contract to a Contractor that engages in conduct that is a basis for debarment under this chapter of the County Code compromises the integrity of the County's contracting process. Debarment protects the integrity of the County's contracting process and helps ensure the proper expenditure of public funds.

Attachment A

Master Agreement Form

On next page

Departmental Request – Master Agreements

*Master Agreement Name:

Department Making Request:

Contact Name and Phone Number:

Fund	Org	Account	Activity Code (If applicable)	Amount	Fiscal Year
			Total	\$	

Approved: _____
Department Head Signature Date

Approved: _____
County Administrator Date

**Departments: Please include the Master Rate Agreement as part of the DocuSign Routing, and ensure that the vendor will send invoices to your department for the services performed for your department.*

Attachment B

Informal Bid Tabulation Form

On next page

Siskiyou County Informal Bid Tabulation Form

Date: _____ Requesting Department: _____

Contact Name: _____ Phone: _____

Item/Project Description: _____

Bids were Solicited from the Following Companies:

Name:

Price/Quote:

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |

If more than three businesses were contacted, please include them in the comments section.

Comments:

Bid Awarded to: _____

If the lowest bid was not chosen, please explain why: _____

Please include this form when routing your Purchase order, or Contract to the CAO for signature

Attachment C

Request for Proposal Template

On next page

RFP for Services Template Instructions

1. This template is to be used when your Department requires services and either wants to or is required to go through a formal bidding process. This template should not be used for purchasing goods or for Public Works Projects. Please refer to the Purchasing Policy to determine what category your project falls under before moving forward.
2. When filling out the RFP template, make sure to fill out all highlighted sections completely. Once the sections are completed, remember to remove the highlight. If a highlighted section is not relevant to your project, please delete it completely.
3. Make sure to plan your timeline to maximize your responses and include time for Legal and Purchasing reviews. RFPs must be posted for a minimum of fourteen (14) days unless it is an immediate need approved by the CAO. (See table below.)

Timeline Event	Tips and Best Practices
Release of RFP	When setting a date for the release of your RFP, be sure to make time for Legal and Purchasing Review.
Mandatory Pre-bid Meeting or Walk Through	If you are going to include a Pre-bid meeting or walk-through, make sure to set the date no earlier than one week after the RFP is posted.
Deadline to Submit Questions	Make sure to give Proposers enough time to get their questions to you. Once the deadline has passed, make sure you post the answers to the public as soon as possible
Submission of Proposals	Submission of Proposals must be at least 14 days after the RFP is posted unless approved by the CAO
Review of Proposals	Be sure to coordinate these dates with your selection committee to ensure enough time to review all proposals and score them fairly.
Notification of Final Selection	It is important to stay as close to this date as possible. Make sure to send notices to all of the proposers notifying them of your selection. Do not notify proposers prior to the date in the RFP timeline.
Professional Service Agreement Processed	You will need to consider contract review processes, signature routing, and Board of Supervisors' Meetings when necessary.
Professional Service Agreement Start Date	If you do not know the exact start date at the time your RFP is released, please use "To Be Determined" (TBD)

If you have any questions regarding this RFP Template, please contact email County Administration using the Purchasing Email (purchasing@co.siskiyou.ca.us). Delete this page before submitting your RFP for review.

***Instructional Page Only – Do Not Include with Submission**



**County Of Siskiyou
Request for Proposals (RFP)
RFP # [21-00] – [Department]
for
[Services]**

Proposals may be mailed, delivered, or emailed to:

**[Contact Name]
[Contact Title]
[Department]
[Address]
[Email Address]**

**Proposals Due by:
[Due Date]
[Time]**

**County of Siskiyou
Request for Proposals
for [Services]**

The following schedule of events will be followed to the extent achievable; however, the County reserves the right to adjust or make changes to the schedule as needed.

Estimated Timeline of Events

Date	Activity
[Date]	Release of Request for Proposals (RFP)
[Date]	Mandatory Pre-Bid Meeting or Walk-through (Delete this Row if Not Needed)
[Date]	Deadline to Submit Questions
[Date]	Submission of Proposals due by 4:00 PM
[Date]	Review of Proposals
[Date]	Notification of Final Selection
[Date]	Professional Service Agreement Processed
[Date]	Professional Service Agreement Start Date

1.0 Preface

[Include the purpose of the RFP and any Background information about the County, the project, or services needed.]

2.0 Scope of Work

Services the successful Proposer will be expected to provide, include but are not limited to:

[Include a list of the services required. Be as specific as possible. Include all relevant information necessary to complete the project. Your list can be numbered, bulleted, or in paragraph form. Use subsections if necessary.]

Proposers should feel free to include any other services not specified that they deem necessary to achieve the goals of this RFP.

3.0 Submission Requirements

Proposal Format: Proposals must contain the following:

1. Cover Letter

- a. Please provide the Proposer's name, address, and telephone number. The letter must be signed by a representative authorized to enter into contracts on behalf of the Proposer.

2. Qualifications

- a. Provide specific information concerning the Proposer's experience with the services specified in this RFP. Examples of completed projects, as current as possible, should be submitted as appropriate.
- b. [Include any specific qualifications necessary to the project]

3. Company Profile

- a. Provide a brief description of your company, including business structure, address, the total number of employees, overall industry experience, certifications, affiliations, and relevant experience. Support your capacity to perform the services detailed in this RFP.

4. Approach:

- a. Provide an analysis of the methodology developed to perform all required services and your response to the scope of work as referenced above. [May include more specific instructions here]

5. References:

- a. Please include at least three (3) references, including name, address, telephone number, and Email, for whom similar services have been provided.

6. Price Proposal:

- a. Provide a transparent fee schedule that outlines all of the costs associated with the required services, broken down by category of products and services, and all on-going costs for recommended or required services.

The proposal must include all requirements as listed and correlate to the Scope of Work outlined under this RFP.

Conflict of Interest: Proposer(s) shall disclose to the County any interest, direct or indirect, which could conflict in any manner or degree with the performance of service required. At the County's discretion, a potential conflict of interest, to the extent it is waivable, may be waived or factored into the final award decisions and/or a modified Scope of Work.

4.0 Selection Process

The proposals received in response to this RFP will be screened by a selection committee. The selection committee will consider only the proposals which have been considered responsive to the RFP. Any proposal that fails to meet the RFP's requirements will be regarded as non-responsive and may be rejected. A proposal, which is in any way incomplete, irregular or conditional, at the County's discretion, may be rejected. The following criteria will be used in the evaluation of the potential consultants:

1. Qualifications
2. Approach
3. Experience and references
4. Proposed costs

The County may meet or interview any or all of the proposers during the evaluation process. A contract will be negotiated with one or more qualified entities selected during the evaluation process. Proposals not selected in the evaluation process may be awarded a contract should negotiations with the selected Proposer(s) prove unsuccessful. The County reserves the right to reject any and all proposals and reserves the right to waive any non-substantive defects in the proposals.

5.0 General Information

Proposals must be submitted by way of mail, hand delivery, and/or electronic means, as described below:

- **Hand Delivery:** Hard copy proposals submitted by hand delivery must be received at [Department, and Address] on or before [Date and Time] (ATTN:[Contact Name and Title]). Please note "RFP # [Number]" on front of envelope.
- **Mailing:** Hard copy proposals by way of mail must be mailed to [Mailing Address] and postmarked by [Date and Time]. Please note "RFP # [Number]" on front of envelope.
- **Electronic Copy Submittal:** Submit an electronic copy of the proposal via email. Electronic copies shall be emailed to [Contact Name and Title] at [Email] us and must be received by [Date and Time]. Please include "RFP # [Number]" in subject line.

Proposers shall provide One (1) original copy with signature and Three (3) exact copies of the original by hand or mail delivery, as instructed above.

Proposers submitting proposals electronically will only be required to send one signed copy.

Proposers are asked to direct all inquiries related to the project(s) to [Contact Name] by email, [email], or by phone at [Phone Number].

The County will provide the following to assist the selected entity(s):

- Designate a person to act as the County's point of contact with respect to the work performed under the contract.
- Information, as legally allowed and reasonably attainable, in possession of the County that relates to the requirements of the project(s) or which is relevant for the project(s).
- Facilitate coordination with other entities, local agencies, organizations, and individuals if necessary.
- Advice on the project scope of work.
- Review and validation of project deliverables.
- [Include anything else that the County may need to provide to the Contractors]

[If practicable, include specific information about the Contract terms, such as duration and start date]

[Include any required licenses, certificates, or insurance that the Proposer will need to have]

A contract award resulting from this RFP will be made without discrimination on any basis prohibited under state or federal law.

6.0 Attachments

[Include a list of relevant attachments to the RFP, including estimates, lists, expansions on the scope of work, photos, necessary forms, etc. The appropriate County Counsel approved contract template should always be included.]

**OPTIONAL FORM – CONTACT COUNTY
ADMINISTRATIVE OFFICE WITH ANY QUESTIONS**



Vendor Certification Form

RFB/RFP Number:

Project Description:

Department:

Submitted to:

Closing Date:

The County of Siskiyou reserves the right to accept or reject any and all proposals in the County's best interest.

This proposal, in response to RFP/RFB Number: _____, is submitted on this date: _____ by the below named firm/individual by the undersigned authorized representative.

Company Information

Business Name: _____ Phone Number: _____

Street Address: _____ Email: _____

City: _____ State: _____ Zip Code: _____

Representative: _____ License Number: _____

The Undersigned declares that they have read and thoroughly understand the Request for Bids (RFB) and all attached documents. The undersigned hereby agrees if this bid is accepted by the County to furnish all equipment, transportation, and services required to complete said work and to accept as payment the prices set forth in this bid.

Signature: _____ Date: _____

Please submit all bid and pricing information as attachments to this form.

Attachment D

Legal Services Request Form

On next page

Clear Form

LEGAL SERVICES REQUEST

TO: COUNTY COUNSEL'S OFFICE DATE:
FROM: DEPT:
CONTACT/EXTENSION:
PROJECT/REFERENCE (NAME YOU CALL IT):

DESCRIPTION OF ASSIGNMENT: (ATTACH ADDITIONAL PAGES IF NECESSARY)

SUPPORTING DOCUMENTS (PLEASE ATTACH):

DEPARTMENT: FORM CONTRACT? ☐ YES ☐ NO

*IF YES, WAS THE APPROVED FORM MODIFIED IN ANY WAY? ☐ YES ☐ NO

**IF YES, PLEASE SUBMIT A RED-LINE COPY SHOWING ALL MODIFICATIONS

SIGNATURE VERIFYING NO CHANGES TO FORM: _____

PREVIOUSLY REVIEWED BY COUNTY COUNSEL'S OFFICE? ☐ YES ☐ NO

BY WHOM:

SCHEDULED FOR BOARD OF SUPERVISORS, PLANNING COMMISSION OR OTHER MEETING?

☐ YES

DATE:

☐ NO

DATE NEEDED: (A.S.A.P IS NOT ACCEPTABLE, NEED AN ACTUAL DATE. - TWO WEEKS, IF LESS, DEPT. HEAD SIGNATURE REQUIRED _____)

(FOR COUNTY COUNSEL USE ONLY)

INITIALS OF ASSIGNED STAFF: _____

ASSIGNMENT NOTES:

TRACKING NUMBER: _____

DATE COMPLETED: ____/____/____

FINAL TO DEPT: ____/____/____

DATE RECEIVED

Attachment E

Purchasing Review Form

On next page

PURCHASING REVIEW REQUEST

TO: COUNTY ADMINISTRATOR'S OFFICE DATE: _____
FROM: _____ DEPT: _____
CONTACT/EXTENSION: _____
PROJECT/REFERENCE (NAME YOU CALL IT): _____

DESCRIPTION OF ASSIGNMENT: (ATTACH ADDITIONAL PAGES IF NECESSARY)

SUPPORTING DOCUMENTS (PLEASE ATTACH):

DEPARTMENT: _____

SCHEDULED FOR BOARD OF SUPERVISORS, PLANNING COMMISSION OR OTHER MEETING?

YES ☐ DATE: _____
NO ☐

DATE NEEDED: _____ (A.S.A.P IS NOT ACCEPTABLE, NEED AN ACTUAL DATE. - TWO
WEEKS, IF LESS, DEPT. HEAD SIGNATURE REQUIRED _____)

(FOR COUNTY ADMINISTRATION USE ONLY)

INITIALS OF ASSIGNED STAFF: _____

ASSIGNMENT NOTES:

TRACKING NUMBER: _____

DATE COMPLETED: ____ / ____ / ____

FINAL TO DEPT: ____ / ____ / ____

DATE RECEIVED

Attachment F

Proposal Evaluation Worksheet

On next page

Proposal Evaluation Worksheet

This worksheet is intended to evaluate proposals submitted in response to RFP: _____

This RFP was released on _____ and closed on _____

The Following Criteria will be used to evaluate each submission.

- 1. Has the Proposer fulfilled all of the mandatory RFP requirements?
- 2. Resume and Qualifications
- 3. Proposer's Approach to the Scope of Work
- 4. Experience
- 5. References
- 6. Proposed Costs

Please score all proposals on a scale of 0-10 in each category, with zero being the worst and ten being the best. Then total each score at the bottom.

Category				
Has the Proposer Fulfilled all of the mandatory RFP requirements				
Proposer's Resume and Qualifications				
Proposer's Approach				
Experience				
References				
Proposed Cost				
Total:				

Reviewed By: _____ Date: _____

Attachment G

Notice of Award Letter

On next page

DATE

VIA ELECTRONIC MAIL

Name

Title

Company

Address

City, State, Zip

Email address

RE: Siskiyou County Request for Proposals (RFP) # RFP/RFB

Dear Name,

The proposal that your firm submitted in response to the above referenced solicitation has been evaluated by staff along with the other submitted proposals. As a result of that evaluation, we are pleased to inform you that your proposal has been chosen. It is the intent of staff to recommend to the Board of Supervisors that a contract for Description of Contract be awarded to FIRM NAME, based on the cost and services offered in the proposal.

This Notice of Award does not serve as a binding contract. Staff will reach out with more information and a draft contract as soon as may be possible.

We look forward to working with you and accomplishing the objective of the County.

Sincerely,

Name,

Title

Attachment H

Notice of Non-Award Letter

On next page

Date:

VIA ELECTRONIC MAIL

Name

Title

Company

Address

City, State, Zip

Email address

RE: Siskiyou County Request for Proposals (RFP) # RFP/RFB

Dear Name,

The proposal that your firm submitted in response to the above referenced solicitation has been evaluated by staff along with the other submitted proposals. As a result of that evaluation, it is the intent of staff to recommend to the Board of Supervisors that a contract for Description of Contract be awarded to **SELECTED FIRM NAME**.

We recognize that you and other members of your firm have expended a great deal of time and effort in preparing your proposal. We would like to thank you for your interest, and hope that you will participate in future solicitations issued by Siskiyou County.

Sincerely,

Name,

Title

Attachment I

Request for Bid Template

On next page

Request for Bid Template Instructions

1. This template should be used when a Department would like to make a purchase, already knows the specifics and details of what they need, the cost is the most significant factor, and the Department either wants to or is required by threshold to go through a formal bidding process.
2. When filling out this template, make sure to fill out all highlighted sections completely. Once the sections are completed, remember to remove the highlight. If a highlighted section is not relevant to the purchase or project, please delete it completely.
3. If needed, please add any sections necessary to communicate to bidders exactly what is needed and what can be expected from the RFB process.
4. It is helpful to obtain an estimated cost to include in the RFB for reference to other bidders; however, if one cannot be obtained or the intention is to enter into a Rate agreement, please use "Unknown" for this section.
5. Make sure to plan your timeline to maximize your responses.

Timeline Event	Tips and Best Practices
Release of RFB	When setting a date for the release of your RFB, be sure to make time for Legal and Purchasing Review.
Mandatory Pre-bid Meeting or Walk Through	If you include a Pre-bid meeting or walk-through, make sure to set the date no earlier than one week after the RFB is posted.
Deadline to Submit Questions	Make sure to give Proposers enough time to get their questions to you. Once the deadline has passed, be sure to send it to County Administration to post as an addendum to the RFB.
Bid Submission	Submission of Bids must be at least 14 days after the RFB is posted unless it is an immediate need approved by the CAO.
Notification of Award	Notification of Award must be made within 45 days of the Bid submission date.
Purchase Order or Contract Processed	You will need to consider contract review processes, signature routing, and Board of Supervisors' Meetings when necessary.

If you have any questions regarding this RFB Template, please contact County Administration.

***Instructional Page Only – Do Not Include with Submission**



Request for Bids

[Project Title]

[Requesting Department]

[Address]

RFB # [Number]

Notice is hereby given that the **[Department]** of Siskiyou County, California will receive bids for **[Project Title]** on **[Day and Date]**, before **[Time]** at **[Address]** or submitted electronically to **[Contact name and title]** at **[e-mail]**

Any bid received after the time and date listed above will be returned unviewed.

Bid Opening Date: **[Day and Date]**, at **[Time]** at **[Address]**

Q&A period: **[Date]** to **[Date]**

Pre-Bid Walk Through: On **[Date]** at **[Time]**, A pre-bid walk-through will take place at **[address]** for all prospective bidders. This walk through is mandatory. If a representative from your company has not signed the sign in sheet, your bid will not be accepted.

Cost Estimate: **[Estimated Cost of Project]**

Project Description: **[Describe in specific details the product or services that need to be purchased]**

General Information: **[include in this section any terms, or conditions not described in other sections such as, delivery deadlines, instructions, exceptions etc.]**

Bid Submittal Instructions: Each Bid shall be sealed and received at **[Address]** or be submitted electronically to **[Contact Name and Title]** at **[e-mail]**. Please include "RFB # **[enter Number]**" on front of envelope or in subject line of email. **[Insert all necessary information that the respondents will need to include with their Bid].**

Questions: All questions must be received in writing and should be addressed to **[Contact Name]** at **[Mailing Address]** or **[e-mail]**. The deadline to submit questions is **[Date and Time]**

Non-Discrimination: The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of any awarded contract.

Conflict of Interest: Vendor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Vendor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Vendor certifies that no one who has or will have any financial interest under this Contract is an officer or employee of the County.

Award of Contract: The award of the Contract, should it be awarded, will be to the lowest responsive and responsible bidder or bidders whose Bid complies with all of the requirements prescribed, based on what is in the best interest of the County. Such award, if made, will be made within sixty (60) days after the opening of the sealed bids. The County of Siskiyou reserves the right to reject any or all bids and to waive any irregularities in the bidding. The County reserves the right to award multiple contracts as a result of this Request for Bids (RFB).

Attachments:

Attachment A – Bid Submission Form

[Attachments #] – [Please include any other appropriate information or documentation necessary to convey the needs of the County]

**OPTIONAL FORM – CONTACT COUNTY
ADMINISTRATIVE OFFICE WITH ANY QUESTIONS**



Vendor Certification Form

RFB/RFP Number:

Project Description:

Department:

Submitted to:

Closing Date:

The County of Siskiyou reserves the right to accept or reject any and all proposals in the County's best interest.

This proposal, in response to RFP/RFB Number: _____, is submitted on this date: _____ by the below named firm/individual by the undersigned authorized representative.

Company Information

Business Name: _____ Phone Number: _____

Street Address: _____ Email: _____

City: _____ State: _____ Zip Code: _____

Representative: _____ License Number: _____

The Undersigned declares that they have read and thoroughly understand the Request for Bids (RFB) and all attached documents. The undersigned hereby agrees if this bid is accepted by the County to furnish all equipment, transportation, and services required to complete said work and to accept as payment the prices set forth in this bid.

Signature: _____ Date: _____

Please submit all bid and pricing information as attachments to this form.

**OPTIONAL FORM – CONTACT COUNTY
ADMINISTRATIVE OFFICE WITH ANY QUESTIONS**



Bid Submission Form

RFB Number:

Project Description:

Department:

Submitted to:

Closing Date:

The County of Siskiyou reserves the right to accept or reject any and all proposals in the County's best interest.

This proposal, in response to RFB Number _____, is submitted on this date: _____ by the below named firm/individual by the undersigned authorized representative.

Company Information

Business Name: _____ Phone Number: _____

Street Address: _____ Email: _____

City: _____ State: _____ Zip Code: _____

Authorized Representative: _____ License Number: _____

The Undersigned declares that they have read and thoroughly understand the Request for Bids (RFB) and all attached documents. The undersigned hereby agrees if this bid is accepted by the County to furnish all equipment, transportation, and services required to complete said work and to accept as payment the prices set forth in this bid.

Signature: _____ Date: _____

Please submit all bid and pricing information as attachments to this form.

Attachment J

Notice Inviting Informal Bids – Public Works Projects

On next page



Notice Inviting Informal Bids
For
[Name of Project]

Notice is hereby given that the [Department] of Siskiyou County, California will receive informal bids on [Day and Date] before [Time] at [Address] or submitted electronically to [Contact Name, Title] at [Email]

Mandatory Job Walk: will be completed by appointment between [Date] and [Date]. Please contact [Contact Name, Title] at [Phone Number] or [Email] to set up an appointment. [Delete this before publishing. This section may be omitted if deemed unnecessary by Contracting Department]

Examination of Site: Each Bidder shall examine the site of work before bidding and shall be responsible for having acquired complete knowledge of the job. No variations or allowances from the contract terms or Scope will be made because of the lack of such examination.

Bid Submittal Instructions: Each Bid shall be sealed and received at [Address] or be submitted electronically to [Contact Name, Title] at [Email]. Bids are required for the entirety of the work described in accordance with the provisions of the Contract documents attached herein. Please include a timeline for completed work with your Bid.

Any bid received after the time and date listed above will be returned unopened

Bid Opening Date: [Day, Date, & Time]

Cost Estimate: [Include most recent estimate]

Project Description: [Insert Project description and Scope here]

Bid Documents: To request the plans or specifications for bidding this project, please contact [Contact Name, Title] at [Phone Number] or [Email].

Questions: All questions must be received in writing and should be addressed to [Contact Name, Title] at [Contact Address] or [Contact Email]. The deadline to submit questions is [Date]

License Requirements: All Contractors will maintain all necessary and required licenses within the State of California and pursuant to Labor Code section 1725.5. be registered with the California Department of Industrial Relations (DIR).

Non-Discrimination: The Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract.

Substitution of Securities: Pursuant to Section 22300 of the Public Contract Code and the project specifications, the CONTRACTOR may substitute securities or request that the County make payment of retentions to an escrow agent for any money held by the COUNTY to ensure contract performance.

Prevailing Wages: Bidders are hereby notified that all work performed under this agreement is subject to the Davis-Bacon Federal minimum wage rates and prevailing wage rates pursuant to the California Labor Code. Pursuant to FEMA's Procurement Guidance for Recipients and Sub-Recipients Under 2 C.F.R. Part 200 (Uniform Rules) and Section 1770, et. seq. of the California Labor Code, the Contractor, and all subcontractors shall not pay less than the prevailing rate of per diem wages as predetermined by the United States Secretary of Labor and by the Director of the California Department of Industrial Relations. If there is a difference between the Federal Minimum Wages and the General Prevailing Wage Determinations as predetermined by the Secretary of Labor and by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor shall pay not less than the higher wage rate.

Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this Contract is an officer or employee of the County.

Award of Contract: The award of the Contract, should it be awarded, will be to the lowest responsive and responsible bidder whose Bid complies with all of the requirements prescribed, based on what is in the best interest of the County. Such award, if made, will be made within sixty (60) days after the opening of the sealed bids. The County of Siskiyou reserves the right to reject any or all bids and to waive any irregularities in the bidding.

Liquidated Damages: The liquidated damages will be One Hundred Fifty Dollars (\$150) per day for project delays that are determined to be attributable to the Contractor.

Attachments:

Attachment A – Public Works Contract Template

[Please attach a copy of the Public Works Contract Template and any other relevant or necessary documents in this section and label them appropriately]

Attachment K

Auditor Services Request Form

On next page

-
(Auditor-Controller Only)

Reset Form

AUDITOR SERVICES REQUEST

(Processing time is 10 business days from the date received)

(When LSR is submitted simultaneously submit your ASR to auditor.contracts@co.siskiyou.ca.us)

To: AUDITOR-CONTROLLER'S OFFICE Date:
From: Department:
Contact Phone:

Assignment: Review of Financial and Budget Items in Contract

Vendor Name (As it appears on the contract):

Contract Attached with Exhibits/Attachments: ☐ Yes ☐ No

Scheduled for Board of Supervisors Meeting?

☐ Yes ☐ No Date:

Please make sure that you have checked the following:

- Non-resident withholding
- Record retention
- Term dates i.e. July 1, 20XX – June 30, 20XX
- Amount of contract
- Retention withholding
- Payment terms/billings – original receipts must be submitted for reimbursable expenses
- Check your math
- Check your dates
- Budget – must have appropriation
- Multiyear contract require amounts per fiscal year
- Encumbrance number noted on addendums (attach all prior addendums and original contract)

(FOR AUDITOR-CONTROLLER USE ONLY)

Initials of Assigned Staff:
Date Completed:
Final Email to Department:

Comments: