DAVIS COUNTY PURCHASING POLICY AND PROCEDURES

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This Policy combines and updates the following existing Financial Policies:

400 Purchasing,
430 Credit Cards
440 Request for Proposal (changes in yellow)
900 Fleet Vehicle
Surplus Property (800 Asset Management)

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INTRODUCTION

The purpose of this Policy is to provide for the fair and equitable treatment of all persons involved in public purchasing with Davis County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity. Our goal is the promotion of the County's best interest through intelligent action and fair dealing which will result in obtaining the maximum projected value for each dollar expended.

To further our purpose, Davis County has adopted internal policies and procedures contained within this manual, which govern procurement of all goods and services. This Policy applies to contracts for the procurement of all supplies, services, materials, and equipment; as well as professional service contracts entered into by Davis County after the effective date of this policy. It shall apply to every expenditure of public funds by a public agency for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of federal and/or state grant monies or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal and/or state laws and regulations.

ETHICS

1) Purchases shall be made in accordance with all applicable Federal, State and Local Laws, Rules and Regulations, including Davis County Code Chapter 2.42 – Procurement and Disposal of County Property;

2) No Davis County elected official, employee, or agent should participate in selecting, awarding, or administering procurement if, to his or her knowledge, any of the following has a financial, or other interest, in the firm of a prospective contractor or any subcontractors or suppliers considered for awards;

    a. The elected official, employee or agent.

    b. Any member of his or her immediate family ("immediate family" is defined wife, husband, child, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepchild, stepmother and stepfather", Davis County Personnel Policy 140 – Leave Benefits).

    c. His or her partner.

    d. An organization which employs any of the above, or with which any of them have any arrangement concerning prospective employment.

3) No personal benefit should be incurred by any individual as a result of purchases made using public funds regardless of their source; i.e. Federal, State or Local funds

4) Davis County elected officials, employees, or agents should neither solicit, nor accept gratuities, favors, or anything of monetary value from vendors or potential vendors or from any County purchasing action. Strict compliance with the Davis County Code of Conduct (Personnel Policy 240, Conduct) regarding professional conduct should be observed.

5) No purchase shall be intentionally or knowingly be split or divided into two or more smaller purchases with the intent of avoiding the competitive bidding process or other requirements contained in this policy. This includes: making two or more separate purchases, dividing an invoice or purchase order into two or more invoices or purchase orders, or making smaller purchases over a period of time. A person who divides purchases may be subject to the criminal penalties described in Section 63G-6a-2305 of the Utah State Code.

6) All Davis County elected officials, employee, and agents shall comply with the provisions set for in Utah Code Annotated Title 67, Chapter 16 – Utah Public Officers' and Employees' Ethics Act.

PURCHASING AGENT AUTHORITY AND DUTIES

Except as otherwise provided herein, the Purchasing Agent shall serve as the principal purchasing official for Davis County. The Purchasing Agent is defined as the Davis County Clerk/Auditor, or designee (Davis County Code, Section 2.16.030 – County financial responsibilities). The Purchasing Agent shall be responsible for enforcement and review of this Policy.

DUTIES:

1) In accordance with this Policy, the Purchasing Agent and/or his/her designee shall:
    a. Periodically review the policy and recommend changes to be approved by the Davis County Board of Commissioners;
    b. Determine that relevant goods and services are purchased per purchasing policy. All supporting documentation must be maintained by the Purchasing Agent;
    c. Open and Record RFP responses and detail the history of procurement, rationale for method of procurement, selection of contract type, contract selection or rejection, and the basis for contract price;
    d. Work with the respective Administrative Officer(s) to review approval of a bid if the cost of a good or service is expected to exceed the bid limit;
    e. Work with the respective Administrative Officer (s) to determine whether it is advantageous to bid any purchase contracts less than the statutory limits; and
    f. Review the requisition form for completeness and approve or deny the request, thereby converting the requisition to a purchase order.
    g. Oversee the P-Card program, including issuing cards, suspending cards, and closing cards when employees terminate.
    h. Determine when open vendor accounts may be necessary and in the best interest of Davis County, and establish terms and conditions of use for such accounts (including Sam's Club, Costco, and Amazon).
    i. Oversee capital equipment purchases.

ADMINISTRATIVE OFFICER AUTHORITY AND DUTIES

DUTIES:

1) It is the responsibility of the Administrative Officer to:

   a. Identify the purchases to be made by his or her department in a fiscal year, thereby constituting the annual departmental budget, pursuant to this policy, Financial Policy 200 – Departmental Budgets, and the Uniform Fiscal Procedures Act for Counties (U.C.A. Title 17, Section 36).

   b. Determine whether it is advantageous to the County to bid any purchase contract less than what is stated in this policy;

   c. Be responsible for compliance by employees within the department and delegate tasks pursuant to purchasing procedure;

   d. Submit annual "Authorized User Form" and "Conflicts Disclosure Statements" to the County Clerk/Auditor;

   e. Ensure that Davis County does not incur sales tax charges on exempt purchases by providing vendors documentation of tax exempt status, a TC721G Exemption Certificate for Governments and Schools (available on the Davis County intranet);

   f. Maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders;

   g. Contact the Purchasing Agent to initiate a purchase of capital items after the annual adopted budget has passed by resolution of the Board of County Commissioners;

   h. Ensure expenditures are appropriately budgeted and submit Budget Amendment Form when necessary;

   i. Determine the amount of a blanket purchase order and the length of time it will remain in effect (all purchase orders expire at the end of the calendar year);

   j. Order from Vendors preapproved by the Purchasing Agent, or submit request to add new vendor to County purchasing system with appropriate back-up documentation (New Vendor Request form and valid W-9); and

   k. Approve or deny all designated invoices for payment, with the exception of self-reimbursement, which must be approved by another authorized individual in the department.

DIRECT INVOICES

The use of direct invoices generally applies to the following purchases, and does not require the use of a requisition, purchase order, or contract (although these methods may be used when determined advantageous by the Administrative Officer or Purchasing Agent):

1) Subscriptions, publications, and bulletins;
2) Conference registration expense;
3) Employee reimbursements for purchased goods (less sales tax paid)*;
4) Employee and volunteer mileage reimbursements;
5) Travel reimbursements;
6) Licenses, permits, and fees;
7) Memberships;
8) Monthly recurring utility charges;
9) Other expenses for which bidding or quotation are not required, or feasible, which are not fragmented in fashion as to circumvent required bidding procedures

All direct invoices shall be entered into Munis by the department, or submitted to the Auditor's Office for processing, within three (3) business days of receiving the invoice. When practical, a County issued P-Card may be used to expedite payment on the above items.

NOTE:
Any attempt to divide recurring expenses for the purchase of goods from one vendor is a violation of procedure. Direct invoices shall not be used in any manner that circumvents the competitive bidding requirements.

*Sales Tax may not be paid or reimbursed by County funds, regardless of procurement method.

REQUISITIONS

The purpose of the Requisition is to inform the Purchasing Department of the needs of the requesting department and to correctly define the goods and/or services requested.

All requisitions shall be prepared far enough in advance to permit the Purchasing Department to obtain and/or review competitive prices, and to allow sufficient time for deliveries to be made. Goods and services should be purchased only when needed, and used within the calendar year purchased/expensed.

During requisition entry, all pertinent information must be put in the description. Also, any quotes or state contract information must be attached to the requisition by using the paper clip in Munis. If items are covered under state purchasing agreement all pricing must be shown from the state contract site.

Requisitions pertaining to equipment must indicate if the request is for a new or replacement item. If replacing an existing item, the manner of disposal (and asset number, if applicable) must be included with the request. This information may be entered into Munis using the comments field during requisition entry.

All requisitions not properly entered and approved will be rejected and returned to the requesting/using department.

PURCHASE ORDERS

A purchase order will be issued only when a properly completed requisition and any other necessary or required documentation is entered into Munis. All purchase orders issued by Davis County are subject to the terms and conditions herein attached as Exhibit B.

Either the Purchasing Department or the issuing department may submit the purchase order to the vendor. In either case, the terms and conditions must be provided to the vendor along with the original purchase order for the purchase to be authorized.

Purchases made against a purchase order, including charges for shipping and handling, may not exceed the greater of 5% or $20.00 of the original requisition. If additional line items are needed on the purchase order, a purchase order change order request must be submitted to the Purchasing Department. This may be done via email or other written documentation by the Administrative Officer or other authorized employee of the requesting department.

BLANKET PURCHASE ORDERS

The requisitioning department may request a Blanket purchase order for those items requiring multiple delivery dates over a period of time, typically negotiated to take advantage of predetermined pricing, when there is a recurring need for goods from the same vendor. The unit price and shipping cost may not exceed 5% of the original approved quote for goods. Blanket purchase orders over $10,000 require approval from the Purchasing Agent.

The blanket purchase order shall be submitted at the beginning of each budget year and shall close on December 31st of the issuing year. Each requisitioning department must keep record of their purchases made against the blanket purchase order and ensure the amount is not exceeded and that all shipments/deliveries are made by December 31st of the issuing year.

CONTRACTS

Throughout the course of conducting County business, instances will arise in which contracting with outside entities is required, generally awarded through the competitive bidding process (RFP). Contract award and administration is subject to policies and procedures outlined in Davis County Financial Policy 300 – Contracting.

No binding contract shall be made or entered into on behalf of or in the name of Davis County or a department of the County unless the contract is in writing and has been approved by the County Commission and executed by the Chair of the County Commission or his or her designee*.

*Pursuant to Utah Code Annotated Section 17-36-20 the Purchasing Agent may delegate authority to another Administrative Officer to execute certain contracts, typically those of less than $3,000.00 in total value, provided that the contract is approved as to form and content by the Davis County civil division.

PURCHASES UNDER $3,000.00

The acquisitions of goods, services and equipment of less than $3,000 (per single item for goods/equipment, or aggregate annual services*) must meet the minimum requirements:

1) Davis County Purchase Order or Blanket Purchase Order, including PO Terms and Conditions

These purchases do not require the requesting department to collect three (3) written quotes or make a formal award by contract (although these methods may be used when determined advantageous by the Administrative Officer or Purchasing Agent).

*Aggregate annual service refers to the sum total of services which can logically be utilized by one vendor during the fiscal year.

PURCHASES BETWEEN $3,000.00 AND $50,000.00

All goods, services, and equipment over $3,000.00 but less than $50,000.00 require (at a minimum) three (3) written quotes from three (3) different vendors. Quotes may be provided by fax, mail, e-mail, or by printing listed prices from vendor websites. The Purchasing Agent may require the department to conduct an RFP to ensure pricing is competitive.

Quotes must contain, at a minimum, the following information:

1) Date;
2) Description of goods, equipment, or services;
3) Manufacturer and model number (if available);
4) Unit price*; and
5) Name of vendor.

A waiver of the required minimum number of quotes will be granted by the Purchasing Agent upon a showing that a diligent effort was made to obtain the quotes. All quotes (and wavier, if applicable) shall be submitted electronically with the requisition or contract award as part of the formal purchasing record. The Administrative Officer must sign the quote selected* for the procurement.

Once quotes have been obtained, the method of procurement is determined by type of expenditure and total cost, as follows:

1) Goods/Equipment under $10,000.00 – Davis County Purchase Order or Blanket Purchase Order.
2) Goods/Equipment between $10,000.00 and $50,000.00 – may constitute a capital purchase and requires assistance from the Purchasing Department to ensure compliance with Financial Policy 800 – Asset Management. Requires a Davis County Purchase Order or Blanket Purchase Order.
3) Services between $3,000.00 and $50,000 – County approved contract.

* It is the intention of the County to get the best value on purchases. The lowest price provider does not always constitute the best value to the County. When purchasing equipment or services, considerations should include product quality, product support, service provider experience, maintenance fees, renewal fees, and end-user application of the purchase. In instances in which the low quote is not selected, the department must provide written justification for not selecting the lowest quote and include with the electronic purchasing record (requisition or contract).

PURCHASES OVER $50,000.00

Acquisition of goods, equipment or services over $50,000.00 are subject to the following requirements, depending on type of expenditure and total cost:

1) Goods/Equipment/Services over $50,000.00 – Request for Proposal and County Approved Contract.
2) Building Improvements over $50,000.00 - Request for Proposal and County Approved Contract.
3) Public Works Projects under $150,000.00 – Three (3) written quotes from three (3) different vendors (see details in previous section) and County Approved Contract.
4) Public Works Projects over $150,000.00 - Request for Proposal and County Approved Contract.

REQUEST FOR PROPOSALS (RFP)

The RFP Process is a tool that may be used by Davis County and/or its offices/departments to procure goods and/or services by soliciting proposals from Vendors. Through the RFP Process, Vendors submit sealed proposals in response to an approved and issued RFP and seek to enter into a contract with Davis County to provide the goods and/or perform the services sought through a RFP. Thereafter, Davis County evaluates the submitted proposals and may enter into a contract with the Vendor whose proposal conforms in all material respects to the requirements of the issued RFP and provides the best value to Davis County. Davis County may terminate the RFP Process at any time and for any reason. Davis County may also reject any and/or all proposals if the proposals fail to conform in all material respects to the requirements of the issued RFP or based upon other reasonable grounds. Finally, the Davis County Commissioners may decide not to enter into a contract with any of the Vendors.

The RFP process is appropriate for Davis County and its offices/departments to use in selecting the proposal and Vendor that provides the best value to Davis County, including, but not limited to, the following circumstances and/or situations:

1) cost is not the most important factor to be considered in making the selection;
2) factors, apart from or in addition to cost, are highly significant in making the selection;
3) Davis County is seeking services that require an elevated degree of specialized knowledge and discretion including, but not limited to, accounting, administrative law, architecture, construction design and/or management, engineering, financial services, information technology, law, medicine, psychiatry, or underwriting;
4) the anticipated cost of the goods and/or services exceeds $50,000 ($150,000 for Public Works); and
5) the procurement involves a contract whose terms and/or conditions are to be negotiated in order to achieve the best value for Davis County.

RFP ROLES AND RESPONSIBILITIES

The Department, Purchasing, and Legal shall work together throughout the RFP Process (as defined in the following pages). The Department, however, shall generally perform the majority of the work throughout the RFP Process, including preparing the scope of services, preparing the scoring matrix, and selecting the evaluation committee.

Purchasing shall give administrative assistance and guidance including, but not limited to, noticing and issuing a completed and approved RFP[1], communicating with vendors during the RFP process, document timeliness and other vendor submission compliance, and assist with post-selection notifications.

Legal shall act as the legal advisor to Davis County. Subject to the other subsections of this Section regarding, among other things, rejection of proposals, termination of the RFP Process, and the decision not to enter into a contract with any of the Vendors, the evaluation committee should generally recommend a proposal and Vendor to the Purchasing Manager, and the Purchasing Manager should generally issue a *Notice of Intent to Engage in Contract Negotiations* to the recommended Vendor.

Finally, subject to the authority given to the Davis County Board of County Commissioners in this Section and otherwise, Davis County and the Vendor should generally enter into a contract to provide the goods and/or perform the services sought through the issued RFP.

[1] Purchasing is the only Department authorized to issue a RFP on behalf of Davis County and/or any of its Departments.

PREPARING AND ISSUING AN RFP

The Department shall contact Purchasing to discuss its need for certain goods and/or services. If it is appropriate to procure the goods and/or services through the RFP Process, Purchasing shall discuss the RFP Process with the Department, provide the Department with the RFP Checklist attached hereto as Exhibit C and incorporated herein by this reference, provide the Department with the RFP Form, and provide the Department with a Scoring Matrix Form. The Department shall customize the RFP Form by, among other things, providing the deadline to submit a proposal, describing the desired goods and/or services, describing the criteria that will be used to evaluate proposals, and defining the relative weight that will be given to each score for the criteria described.

The Department shall send a draft of the customized RFP to Purchasing and Legal for review and approval. Similarly, the Department shall customize the Scoring Matrix Form by, among other things, setting forth the evaluation criteria and evaluation criteria weights identified in the customized RFP. The Department shall send a draft of the customized Scoring Matrix Form to Purchasing and Legal for review and approval. If necessary, the Department, Purchasing, and Legal shall continue to prepare drafts of the customized RFP and/or the customized Scoring Matrix Form until the customized RFP and the customized Scoring Matrix Form are both approved by Purchasing and Legal. Once the customized RFP and the customized Scoring Matrix Form are both approved by Purchasing and Legal, they shall be provided to the Purchasing Manager.

Upon receiving a customized RFP that is approved by Purchasing and Legal, Purchasing shall issue the customized and approved RFP by posting it on a state website used for posting procurement notices. Purchasing may also elect to publicize, post, or disseminate a customized and approved RFP through any other methods and/or means that it deems appropriate, including, but not limited to, publishing it in a newspaper of general circulation within Davis County, posting it on Davis County's website, making it available for public inspection at any Davis County office, department, or division, posting it on social media sites, utilizing other media alternatives, and/or providing it directly to potentially interested Vendors. It is the responsibility of a person or entity seeking information provided by a customized and approved RFP to seek out, find, and timely and appropriately respond to a customized and approved RFP.

Purchasing is the only Davis County office, department, division, or otherwise authorized to issue, publicize, post, or disseminate a customized and approved RFP on behalf of Davis County and/or its Departments. Purchasing is the only Davis County office, department, division, or otherwise authorized to communicate with any Vendor during the RFP Process, unless Purchasing authorizes, in writing, certain communications with Vendors (this authorization may be provided in the approved RFP or through a separate writing).[2] Purchasing is the only Davis County office, department, division, or otherwise authorized to receive RFP responses, and must verify the following for each response:

1) Document met all delivery requirements for timeliness, as indicated by time/date stamp, and
2) Document met all delivery requirements for sealed bidding, as indicated by Purchasing Manager initials.

Under no circumstances shall electronic copies of bid responses be emailed to any Davis County office, department, or division in advance on the bid closing.

[2] On occasion, a pre-proposal conference may be required as part of the RFP Process to, among other things, provide an opportunity for Vendors to pose questions regarding an issued RFP as well as provide an opportunity for Vendors to better understand the goods and/or services sought by Davis County. Although nothing that occurs at a pre-proposal conference may impact the Evaluation Committee's scoring of an RFP, the failure of a Vendor to attend a mandatory pre-proposal conference shall result in an automatic rejection of that Vendor's Timely Filed Proposal by the Purchasing Manager.

ADDENDUM TO AN ISSUED RFP

An addendum to an issued RFP may be issued by Purchasing to, among other things, correct inconsistencies within, clarify the scope of, and/or respond to inquiries about an issued RFP that may be of interest to or affect all potential Vendors. Purchasing shall coordinate with the Department prior to issuing an addendum to an issued RFP. Prior to issuing an addendum to an issued RFP, Purchasing shall also consider the period of time remaining to timely submit a proposal to an issued RFP and, if determined prudent, extend the deadline for Vendors to submit proposals to an issued RFP. Purchasing shall issue, publicize, post, and/or disseminate an addendum to an issued RFP in the same manner as the issued RFP. Purchasing may also directly provide a copy of an addendum to an issued RFP to anyone who makes an inquiry regarding the issued RFP or requests a copy of the issued RFP or addendum to the issued RFP.

BID OPENING AND EVALUATION

The Davis County Clerk/Auditor and/or his/her designee shall open all Timely Filed Proposals during a meeting of the Davis County Board of County Commissioners by stating on the record the name of each Vendor who submitted a Timely Filed Proposal. Davis County shall not accept proposals that are submitted untimely, unsealed, or via email.

Purchasing shall retain one copy of each Timely Filed Proposal. Purchasing shall provide all other copies of the Timely Filed Proposals to the applicable elected official, department director, or division chief/lead/director, or his/her designee.

The elected official, department director, or division chief/lead/director of the Department, or his/her designee, shall, with the assistance of Purchasing, select the Evaluation Committee.[3] An expert or consultant regarding the goods and/or services sought through the issued RFP, but who is not an employee of Davis County, may be selected as one of the members of the Evaluation Committee. Once the Evaluation Committee is selected, the Evaluation Committee shall meet with the Purchasing Manager to discuss the evaluation process. The Purchasing Manager will provide to each Evaluation Committee member a copy of each Timely Filed Proposal as well as an approved Scoring Matrix Form for the issued RFP that identifies each member of the Evaluation Committee by number (e.g. Member #1, Member #2, Member #3, etc.).

If the Evaluation Committee unanimously determines that a Timely Filed Proposal fails to conform in all material respects to the requirements of the issued RFP, the Evaluation Committee shall notify the Purchasing Manager that it has rejected a Timely Filed Proposal because it failed to conform in all material respects to the requirements of the issued RFP. The Purchasing Manager should then send written notice to the Vendor whose Timely Filed Proposal was rejected, which notifies the Vendor that its Timely Filed Proposal was rejected because it failed to conform in all material respects to the requirements of the issued RFP. Similarly, if the Evaluation Committee unanimously determines that a Timely Filed Proposal is rejected for other reasonable grounds, it shall notify the Purchasing Manager that it has rejected a Timely Filed Proposal and specify the reasonable grounds for the rejection. Thereafter, the Purchasing Manager should send written notice to the Vendor whose Timely Filed Proposal was rejected, which notifies the Vendor that its Timely Filed Proposal was rejected and identifies the grounds for the rejection. If a Timely Filed Proposal is unanimously rejected by the Evaluation Committee, the Vendor may not protest or otherwise appeal the unanimous decision to reject a Timely Filed Proposal.

Each member of the Evaluation Committee shall review and analyze each Timely Filed and Non-Rejected Proposal using the criteria set forth in the issued RFP. Criteria in a RFP may include, but is not limited to, experience, performance ratings, inspection, testing, quality, workmanship, time, manner, or schedule of delivery, references, financial solvency, suitability for a particular purpose, management plans, and/or cost. Criteria not described in the issued RFP may not be used by the Evaluation Committee to evaluate a Timely Filed Proposal.

At a minimum, the Evaluation Committee shall engage in the following process in evaluating the Timely Filed and Non-Rejected Proposals:

[3] If the Department is the Davis County Commission, only one of the three Davis County Commissioners shall be a part of the Evaluation Committee. The Davis County Commissioner that is a part of the Evaluation Committee shall, with the assistance of Purchasing, select the other members of the Evaluation Committee. The two other Davis County Commissioners shall, along with another Davis County elected official or a Davis County department director who is both selected by the two other Davis County Commissioners and has a general familiarity with or basic understanding of the goods and/or services sought through the issued RFP, shall make up the body that will hear a timely filed protest when the Davis County Commission is the Department.

1) Each member of the Evaluation Committee shall meet with the Purchasing Manager to discuss the evaluation process and receive a copy of each Timely Filed Proposal as well as an approved Scoring Matrix Form regarding the issued RFP;
2) Each member of the Evaluation Committee shall review and analyze each Timely Filed and Non-Rejected Proposal on their own using the criteria set forth in the issued RFP;
3) The Evaluation Committee shall then meet and discuss each Timely Filed and Non-Rejected Proposal using the criteria set forth in the issued RFP;
4) If the Evaluation Committee desires clarification regarding one or more proposals, the Evaluation Committee shall identify, in writing, the clarification that it is seeking and provide it to the Purchasing Manager; the Purchasing Manager shall then submit, in writing, the desired clarification to the applicable Vendor(s) and provide a reasonable time for the Vendor(s) to respond;
5) Once the Vendor(s) have responded to the requested clarification(s) or the time period set forth by the Purchasing Manager to do so has expired, the Evaluation Committee shall meet for a second time to discuss each Timely Filed and Non-Rejected Proposal using the criteria set forth in the issued RFP; and
6) After the Evaluation Committee meets for a second time, each member of the Evaluation Committee shall complete the approved Scoring Matrix Form previously provided by the Purchasing Manager using the criteria set forth in the issued RFP and provide the approved and completed Scoring Matrix Form to the Purchasing Manager.

The Evaluation Committee may, as outlined in an issued RFP or as otherwise authorized, in writing, by the Purchasing Manager, engage in discussions with, conduct interviews of, or attend presentations by some or all of the Vendors for the purpose of clarifying information contained in some or all of the Vendors' Timely Filed and Non-Rejected Proposals. During such discussions, interviews, or presentations, the Evaluation Committee may only pose questions regarding the Vendor's Timely Filed and Non-Rejected Proposal, and the Vendor may only explain, illustrate, or interpret the contents of the Vendor's Timely Filed and Non-Rejected Proposal. The Evaluation Committee may not otherwise communicate or have contact with any Vendor during the RFP Process.

SELECTION PROCESS

Notwithstanding anything in this section or in the Davis County Financial Policies and Procedures, Davis County, through the Davis County Board of County Commissioners, Purchasing, the Department, or the Evaluation Committee, may:

1) Accept any Timely Filed and Non-Rejected Proposal in total or in part unless the Vendor clearly states in its Timely Filed and Non-Rejected Proposal that acceptance must be on an "all or nothing" basis;
2) Waive any failure by a Vendor to comply with the issued RFP that is deemed immaterial by Davis County;
3) Terminate the RFP Process for any reason and at any time prior to the execution of a contract by a Vendor and Davis County.

Davis County may request a best and final offer at any time during the RFP Process. If Davis County exercises this option, all Vendors who submitted a Timely Filed and Non-Rejected Proposal will be given the opportunity to submit a best and final offer. If a Vendor fails to timely provide a best and final offer, the original offer made by the Vendor prior to the exercise of this option by Davis County will be considered by Davis County as the Vendor's final offer.

Upon receiving an approved and completed Scoring Matrix Form from each member of the Evaluation Committee, the Purchasing Manager may engage in any of the following options regarding the issued RFP:

1) The Purchasing Manager may record the score of each member of the Evaluation Committee for each Timely and Non-Rejected Proposal, then calculate a final score for each Timely and Non-Rejected Proposal by calculating the average of all of the scores submitted by each member of the Evaluation Committee for each Timely and Non-Rejected Proposal, and, finally, issue a *Notice of Intent to Engage in Contract Negotiations* to the Vendor whose proposal received the highest total score from the Evaluation Committee;
2) The Purchasing Manager may reject[4] the Timely and Non-Rejected Proposal evaluated by the Evaluation Committee that received the highest total score from the Evaluation Committee, if the Purchasing Manager determines that such proposal either failed to conform in all material respects to the requirements of the issued RFP or there are other reasonable grounds to reject such a proposal, and issue a *Notice of Intent to Engage in Contract Negotiations* to the Vendor whose proposal received the next highest total score from the Evaluation Committee;[5]
3) The Purchasing Manager may terminate the RFP process for any reason the Purchasing Manager deems appropriate; or
4) The Purchasing Manager may, using the criteria set forth in the issued RFP, independently review and analyze the Timely Filed and Non-Rejected Proposals that received the three highest total scores from the Evaluation Committee and issue a *Notice of Intent to Engage in Contract Negotiations* to

[4] A Vendor may not protest or otherwise appeal the Purchasing Manager's decision to reject a Timely Filed and Non-Rejected Proposal.

[5] If the Purchasing Manager elects to proceed under this option, the Purchasing Manager shall notify the applicable Vendor(s) that its/their Timely Filed and Non-Rejected Proposals were rejected by the Purchasing Manager because such proposals either failed to conform in all material respects to the requirements of the issued RFP or such proposals were rejected on other reasonable grounds, which grounds the Purchasing Manager should articulate in the notice to the Vendor(s). Moreover, if the Purchasing Manager rejects the proposals that received the highest and next highest total scores from the Evaluation Committee, the Purchasing Manager should proceed to the proposal that received the third highest score by the Evaluation Committee and so forth until the Purchasing Manager arrives at a proposal that received the highest score by the Evaluation Committee but was not rejected by the Purchasing Manager.

any one of these three Vendors that the Purchasing Manager scored the highest using the criteria set forth in the issued RFP.

If the Purchasing Manager elects to issue a *Notice of Intent to Engage in Contract Negotiations* to a Vendor, the Purchasing Manager shall, as a point of information to the public, the Department, the Davis County Board of County Commissioners, and the Vendors, among others, reveal his/her intent to issue a *Notice of Intent to Engage in Contract Negotiations* to a particular Vendor in a publicly noticed meeting before the Davis County Board of County Commissioners. Thereafter, the Purchasing Manger shall also send the *Notice of Intent to Engage in Contract Negotiations* to the applicable Vendor by mail, email, or other reasonable means that will facilitate the applicable Vendor's receipt of the *Notice of Intent to Engage in Contract Negotiations*.

If a *Notice of Intent to Engage in Contract Negotiations* is issued by the Purchasing Manager to a Vendor, the Vendor shall work with the Department, Purchasing, and Legal to prepare a proposed contract between the Vendor and Davis County, which proposed contract will subsequently be submitted to the Davis County Board of County Commissioners for review and possible approval.

PROTESTS

One and only one protest may be filed by any Vendor who submitted a Timely Filed Proposal that was not rejected by either the Evaluation Committee or the Purchasing Manager for each issued RFP. In order to be timely, a protest must be submitted, in writing, to the Davis County Board of County Commissioners no later than six calendar days after the date that the *Notice of Intent to Engage in Contract Negotiations* was sent by the Purchasing Manager to the applicable Vendor. Protests that are not submitted in a timely manner to the Davis County Board of County Commissioners shall be rejected by Davis County. Moreover, a Vendor who fails to file a protest or who files an untimely protest may not file an action, appeal, or otherwise regarding the RFP Process, a contract resulting from the RFP Process, or otherwise with any appeals panel, court, or any other forum.

A protest shall contain all of the following (Failure to provide any of the following is grounds for the Davis County Board of County Commissioners to reject a submitted protest):

1) The protestor's name, mailing address, and e-mail address;
2) A description of the RFP giving rise to the protest;
3) The specific grounds for the protestor's protest; and
4) The specific facts and evidence supporting the protestor's protest.

The Davis County Board of County Commissioners shall not consider a protest unless the protest contains facts and evidence that, if true, would establish one or more of the following:

1) A material violation of the issued RFP;
2) A material violation of this Section;
3) A failure to correctly apply the criteria set forth in the RFP
4) A failure to correctly apply or calculate the scoring of Timely Filed Proposals that were not rejected by either the Evaluation Committee or the Purchasing Manager; and/or
5) A bias exercised by one or more of the Evaluation Committee members of the Purchasing Manager in the RFP Process, excluding a bias that arose during the evaluation process due to how well one or more proposals met the criteria established in the RFP.

The Davis County Board of County Commissioners shall not consider a protest if:

1) The protest is based on a rejection by the Evaluation Committee or the Purchasing Manager for failure to conform in all material respects to the requirements of the issued RFP or other reasonable grounds set forth by the Evaluation Committee or the Purchasing Manager; or
2) The protest is based on a rejection by the Purchasing Manager for failure to attend a mandatory pre-proposal conference.

If the Davis County Board of County Commissioners determines that a protest is timely and otherwise complies with this Section and other applicable law, the Davis County Board of County Commissioners shall:

1) Dismiss the protest without holding a hearing and issue a corresponding written dismissal if the Davis County Board of County Commissioners determines that the facts and/or evidence in the protest, even if true, are insufficient to uphold the protest;
2) Uphold the protest without holding a hearing and issue a corresponding written decision if the Davis County Board of County Commissioners determines that the undisputed facts of the protest establish that the protest should be upheld; or
3) Hold a hearing on the protest if there are genuine issues of fact or law that need to be resolved in order to determine whether the protest should be denied or uphold, and, subsequently, issue a written decision in response to the protest.[6]

[6] The rules of evidence do not apply to a protest hearing.

If the Davis County Board of County Commissioners dismisses or denies a protest pursuant to this Section or other applicable law, Davis County may enter into a contract with the Vendor who was issued the applicable *Notice of Intent to Engage in Contract Negotiations*.

If the Davis County Board of County Commissioners upholds a protest, the Davis County Board of County Commissioners shall also determine how Davis County shall proceed regarding the issued RFP, including, but not limited to, directing the Evaluation Committee or the Purchasing Manager to engage in the evaluation process once again with specific directions to engage in or omit certain actions, re-issue the RFP, or cancel the RFP.

The Davis County Board of County Commissioners shall promptly issue a written decision regarding any protest and disseminate the written decision by mail, email, or otherwise furnish a copy of the written decision to the protestor. A protestor may not file an action, appeal, or otherwise, regarding a written decision issued by the Davis County Board of County Commissioners in response to a protest with any appeals panel, court, or any other forum.

Notwithstanding anything in this Section to the contrary, Davis County and the protestor may settle a protest by mutual agreement.

COLLECTION AND RETENTION OF RELEVANT RECORDS

The Purchasing Manager shall gather and retain,[7] within the possession, custody, or control of Purchasing and/or the Davis County Clerk/Auditor's Office, the following records:

1) The issued RFP;
2) A record describing the date(s) when the RFP was issued;
3) A record describing the method(s)/mean(s) used to issue the RFP;
4) The issued addendum/addenda to the RFP, if applicable;
5) A record describing the date(s) when the addendum/addenda to the RFP was/were issued, if applicable;
6) A record describing the method(s)/mean(s) used to issue the addendum/addenda to the RFP, if applicable;
7) The sign-in sheet for the pre-proposal conference(s), if applicable;
8) The original proposal submitted by each Vendor;
9) A redacted copy of any proposal submitted by each Vendor, if applicable;
10) A copy of each rejection letter sent to a Vendor, if applicable;
11) All written correspondence and/or written communications between Davis County and the Vendors during the RFP Process, if any;
12) The best and final offer submitted by each Vendor, if any;
13) An approved and completed Scoring Matrix Form from each member of the Evaluation Committee, if completed;
14) The issued *Notice of Intent to Engage in Contract Negotiations*, if issued;
15) A record documenting a waiver of the failure by a Vendor to comply with an immaterial aspect of the issued RFP;
16) A record documenting a decision by Davis County to terminate the RFP Process;
17) A record of all of the documents relating to a timely filed protest by a Vendor and submitted by the Vendor to Davis County, if any; and
18) A record of all documents prepared by the Davis County Board of County Commissioners and sent to the Vendor who submitted a timely protest, if any.

[7] The records identified in this subsection shall be retained consistent with Davis County's policies, procedures, practices, or otherwise for record retention.

ALTERNATIVE PURCHASING METHODS

STATE CONTRACT

An Administrative Officer may purchase from a state contract by submitting a requisition. Purchase of all capital items (including budgeted, non-budgeted, and emergency) by state contract requires pre-authorization from the Purchasing Agent.

When requesting a purchase order using a state contract, the requesting department must attach to the requisition they enter into Munis, the following:

1. Copy of state contract, including authorized dealers and an authorized current schedule price list; and
2. Letter and/or quotation from the state authorized dealer/contractor indicating a detailed listing of items to be provided pursuant to terms, conditions, pricing of the state contract, and time frame. The state term pricing for the items being requisitioned must be marked or highlighted for verification purposes.

The Purchasing Agent may require departments to evaluate three (3) cooperative contracts of different manufacturers for goods and/or services as part of the documentation for their recommendation to insure pricing is competitive.

COOPERATIVE PURCHASING AGREEMENT

An Administrative Officer may purchase from cooperative purchasing agreements with other units of government if the contract has been competitively bid by the other entity by submitting a requisition. Most cooperative purchasing agreements require County membership. Contact the Purchasing department for membership information. Purchase of all capital items (including budgeted, non-budgeted, and emergency) by cooperative purchasing agreement requires pre-authorization from the Purchasing Agent.

When requesting a purchase order using a cooperative purchasing agreement, the requesting department must attach to the requisition they enter into Munis the following:

1. Copy of cooperative purchasing contract, including authorized dealers and an authorized current schedule price list; and
2. Letter and/or quotation from the state authorized dealer/contractor indicating a detailed listing of items to be provided pursuant to terms, conditions, pricing of the state contract, and time frame. The pricing for the items being requisitioned must be marked or highlighted for verification purposes.

The Purchasing Agent may require departments to evaluate three (3) cooperative contracts of different manufacturers for goods and/or services as part of the documentation for their recommendation to insure pricing is competitive.

SOLE SOURCE

A contract may be awarded without competition when the Purchasing Agent determines that the department has conducted a good faith review of available resources and the specifications for the particular good or service, and that there is only one source for the required goods, supplies, equipment, or service. A sole source letter from the vendor is required and must state that:

1) There is no competition available;
2) No other goods or service provides substantially equivalent or similar benefits;
3) The cost is reasonable as compared to others in the marketplace; and

4) It provides unique benefits to the County as compared to others available.

RECEIPT AND INSPECTION OF GOODS AND SERVICES

To ensure that county departments and/or agencies receive the needed quality and quantity of goods/services requested the using department and/or agency is responsible for receiving and inspecting the goods/services.

The using department is also responsible for providing written feedback to the Purchasing Department regarding any complaints as to vendor performance or received goods/services.

When discrepancies, damages, shortages, and/or returns are reported, the using department has the responsibility for contacting the vendor and coordinating the appropriate expediting action.

Return and/or replacement of goods purchased utilizing a Davis County Purchase Order are subject to the Terms and Conditions herein contained as Exhibit B.

EMERGENCY PURCHASES AND/OR REPAIRS

In the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants or employees of Davis County, require immediate action which cannot await competitive bidding, the Administrative Officer is to act under the best judgement given available resources.

When possible, purchases made to resolve the emergency should use an emergency Purchase Order issued by the Purchasing Agent. Once the emergency is resolved, the department shall provide an explanation of the emergency and documentation of the associated purchases to the Purchasing Agent.

Emergency purchases must be recorded in the financial system no later than five (5) days after the initial event.

PROCESS FOR ACQUIRING ALL COMPUTER RELATED EQUIPMENT, SOFTWARE AND/OR SERVICES

Mark Langston reviewing this language and possible changes to IS policies 101, 103, and 104 which allows for budget pooling of general fund IS purchases.

No County office shall purchase, lease, operate, or contract for the use of any automatic data processing equipment without prior approval of the Information Services Director, including copiers, printers, faxes, maintenance agreements, etc. This pertains to any equipment and/or services that interface with the County computer infrastructure. The Information Systems department shall coordinate the use of all automatic data processing equipment throughout the county offices.

Additionally, all county purchases of security cameras, and associated video recording, archiving, and cataloging systems, be approved by the Information Services Director prior to the assignment of a purchase order.

Approval is also required prior to assignment of a purchase order for any telecom, cellular, or voice related purchases, including phone systems and or switches/handsets, voice related software or hardware, as these systems are tightly integrated with existing County computer infrastructure.

The process for purchasing and/or acquiring all computer-related equipment and software is as follows:

1) A written request must be submitted to the Information Systems Director containing:
    a. Reason of the need (justification and purpose);
    b. Cost benefit;
    c. Time frame;
    d. Availability of funds (specific object code or approved budget item);
    e. Quotation/documentation (if available).
2) Munis workflow approval of department requisition by Information Systems department.

PERSONAL PROPERTY DISPOSAL

Requires an amendment to County Code re. property committee.

The disposition of non-serviceable surplus or scrap personal property, whether by transfer, trade-in, auction, or sealed bid necessitates that prudent procedures are maintained in order to assure accountability of public property.

Surplus items are those that exceed present and near-future needs, but are still useful. For example, small tools/equipment, office furniture/furnishings, or office supplies. Damaged, broken, or otherwise unsalvageable/non-repairable items shall be disposed using the least cost disposal method.

When a department has determined that an item is no longer needed, a Transfer/Surplus/Removal Form must be completed and submitted to the Purchasing department. The form shall state the following:

1) Description of item (including model and serial number)
2) Property Tag Number (if available)
3) Department/Location
4) Quantity and Potential Resale Value
5) Date
6) Action Code (Surplus, Retain, Remove, Transfer)

For those items with a potential resale value of $3,000 or less, the Purchasing Agent shall determine the most appropriate disposition method based on the condition of the surplus item. Common* disposal methods include:

1) Lowest possible cost, if the potential sales price would be less than the cost of sale
2) Public sale to the highest bidder (after proper noticing)
3) Transfer to another County department or governmental agency through negotiated sale
4) Trade for other real property, personal property, or credit towards new purchase
5) Public auction or resale internet site.

For those items with a potential resale value of more than $3,000, the Property Committee shall determine the most appropriate disposition method pursuant the process identified in Davis County Code Section 2.42.050 – Disposal of County Property.

The Purchasing department shall coordinate the relocation or transfer of surplus items, which may be required to be stored at the requesting departments location until disposal is finalized.

Any property in the possession of Davis County that has been acquired in whole or in part by federal or state money shall be disposed of in compliances with any federal or state contracts or regulations.

No County officer or employee is prohibited from purchasing County property so long as the property is offered for sale or trade in accordance with local, state, and federal policy.

*****See Davis County Code Section 2.42.050 – Disposal of County Property for a comprehensive list of disposal methods.

PURCHASE OR LEASE OF MOTOR VEHICLES

The County replaces vehicles through a transparent process, requiring coordination between the Administrative Officer and the Purchasing department to ensure that vehicles are appropriate for the intended use. Vehicle selection shall be made by analyzing and evaluating historical and anticipated future life cycle data, including:

1) Economy
2) Fuel efficiency
3) Employee safety
4) Vehicle durability
5) Anticipated repair and maintenance costs
6) Expected resale value at end of life

Vehicles are rotated on an age/mileage basis where those with the highest mileage shall be rotated from the fleet before those with lower mileage. This may require newer, high-mileage vehicles to be rotated before older, less used vehicles. The following age/mileage criteria shall be used evaluating which County vehicles are eligible for replacement:

1) Standard Sedan/Light Trucks/Vans – Evaluated at 7 years / 175,000 miles – Determined by application and use
2) Patrol Sedan/SUV – 4 years / 132,000,000 miles
3) Medium/Heavy Trucks – 10 to 15 years / 50,000 to 225,000 miles – Determined by application and use
4) Construction/Specialty Equipment – To be determined based on operational needs and recommendation from Department Director.

Other factors that may be considered for replacement include accumulated usage, condition, maintenance cost/history, and suitability for assignment.

Procurement and leasing of vehicles must be authorized by the Purchasing Agent in order to standardize vehicle rotation and selection by:

1) Obtaining budget appropriation and approval for the purchase through the annual budget or budget amendment process,
2) Properly identifying the surplus vehicle,
3) Submitting a requisition for the class of vehicle to be replaced,
4) Working with the purchasing department to obtain best value for intended use,
5) Turning in clean (interior and exterior) surplus vehicle with all equipment removed before taking custody of new vehicle.

The purchase of all Davis County vehicles shall be negotiated and managed by the purchasing department, and shall be:

1) Commercially available from foreign and domestic manufacturers,
2) Subject to three (3) written quotes if more than one vehicle model meets the criteria for intended

use,

3) Purchased with standard options, unless justification of necessity due to routine work assignment identified by requesting department (including rough terrain/off-road travel, passenger/cargo requirements, and/or trailer towing requirements).

4) Ordered with consideration of lead-time requirements and to ensure delivery within the budgeted fiscal year, and

5) Tagged and tracked in accordance with Davis County Financial Policy 800 – Asset Management.

FLEET SIZE

In order to simplify the management and cost of maintaining the vehicle fleet of Davis County Government, departmental fleet size and assignment is approved as part of the annual budget approval resolution. As new vehicles are purchased, departments are required to surplus the vehicles identified in the budget process in order to keep fleet sizes consistent. Department work load will determine expansion or contraction of the fleet and will come from recommendation of the Clerk/Auditor with final approval of the County Commission.

PURCHASE CARDS (PCARDS)

Before any county credit card may be issued it must be approved by the Purchasing Agent. Approval for the issuance of a county credit card is initiated by application from a department head or Administrative Officer. The application is a request for either an officer or employee of the County to use a credit card held in the name of the employee and Davis County. Preapproved limits are set at $500.00 or $3,500.00 (with a single transaction limit of $1,500.00) and are established by the request of the department head.

The Cardholder is responsible for all charges made on the card and agrees to abide by the following provisions:

1) Read and understand the Davis County Purchasing Policies and Procedures;
2) Sign the Davis County Credit Card User Agreement;
3) Make only authorized purchases as prescribed by the County Financial Policy and Procedures. In addition, purchases must comply with any Department policies as set forth by the Administrative Officer of the Department;
4) Retain and submit receipts for all transactions. In the absence of a receipt, a Missing Receipt Form shall be completed and signed by the Administrative Officer and submitted electronically with the statement (limited to two per 12-month period per card holder);
5) Reconcile the credit card statement of imported charges in Munis and attach appropriate receipts no later than the 10th of each month (procedure document available on the intranet);
6) Keep the credit card and the corresponding account information secure. Immediately report a lost or stolen credit card and/or account information to the Purchasing Department; and
7) Report fraudulent charges, discrepancies, or personal charges* as soon as recognized by the card holder.

Unauthorized use of a County Credit Card is subject to the provisions of the County Credit Card User Agreement and potential disciplinary action, suspension of credit card, repayment of unauthorized charges, and/or termination of employment. This includes the sharing of Pcards between employees (i.e., use is not transferrable and is allowed only by the cardholder). Unauthorized purchases include those outside of the County Purchasing Policies and Procedures, as well as the following transactions:

1) Purchase of items for personal use or consumption*
2) Utah State Sales tax, except on lodging charges
3) More than two charges with using Missing Receipt Form within a 12-month period
4) Items shipped to an address other than a Davis County Government office building
5) Alcohol
6) Firearms and ammunition
7) Prepaid credit card or gift cards
8) Mobile phones, mobile phone services, or prepaid phones
9) Fuel for fleet vehicles (unless traveling out of Davis County)
10) Capital items
11) Contractual obligations including lease purchases
12) The purchases of computer software, hardware, and/or audio/visual system that connect to the County network, regardless of cost, are to be budgeted for and ordered through the Information

Systems Department. Such items may include but are not limited to desktop, laptop, and tablet computers, projectors, televisions, and digital cameras

13) Splitting orders to remain under the single transaction limit

*Personal charges on Davis County Credit cards, including accidental charges, must be repaid by cash or check immediately upon identification. Failure to make immediate payment will result in automatic deduction from the cardholder's next paycheck and suspension of credit card.

DEFINITIONS

Alternate Procurement Method: Those methods of procuring goods and services allowed, beside from sealed bidding.

Best Value: The basis for awarding contracts for services to the offeror which optimizes quality, cost and efficiency, among responsive and responsible offerors. Such basis shall reflect, wherever possible, objective and quantifiable analysis.

Blanket Purchase Order: A purchase order containing multiple delivery dates over a period of time, often negotiated to take advantage of predetermined pricing; normally used when there is a recurring need for goods.

Board: The Davis County Board of Commissioners.

Contract: A written document that includes an agreement between the Davis County Board of Commissioners and another party regardless of whether or not the document is labeled or characterized as a "contract", "agreement", "memorandum", "letter of understanding", "statement of understanding", "grant application", "donation form" or other legally binding document. All county contracts shall be approved as to content and form by the Davis County civil division.

Emergency Purchases: "If the governing body determines that a natural disaster or fiscal emergency exists, and that the expenditure of money in excess of the county general fund budget is necessary to respond to the natural disaster or fiscal emergency, the county legislative body may make expenditures and incur deficits that are reasonably necessary to meet the natural disaster or fiscal emergency" (see U.C.A. 173627).

Encumbrance: Davis County "shall use an encumbrance system or other budgetary controls to ensure that no expenditure is made for any item of an appropriation unless there is a sufficient unencumbered balance in the appropriation and available funds, except in cases of an emergency" (U.C.A. 173619).

Equipment: Tangible property (other than land and buildings) used in the operation of a department.

Invoice: A formal billing, submitted by a vendor, showing the amount due and terms of payment for supplies delivered or services rendered.

MUNIS" Davis County's financial payment system.

Professional Services: Those services provided to Davis County, including those that involve specialized expertise, use of professional judgment, and/or a high degree of creativity. The individual or company may be based on qualifications to include, but not limited to specialized skills, education and training, experience, demonstrated effectiveness, judgment and integrity. These qualifications are not necessarily found in the individual or company that offers the lowest price.

Public Works Projects: All works constructed for public use, protection, or enjoyment, ordinarily of a fixed nature, such as buildings, docks, canals, waterworks, highways, etc., and shall apply to those commodities or projects involving labor or both materials and labor and shall include such items as construction, paving and repair contracts.

Purchasing Agent: The Davis County Clerk/Auditor, or designee (Davis County Code, Section 2.16.030 – County financial responsibilities).

Quote: A stated price by a vendor for goods, services, or equipment. Quotes may be provided by fax, mail, email, or by printing listed prices of vendor websites.

Request for Proposals (RFP): A formal competitive solicitation made to potential vendors in which vendors propose the best method or solution to a clearly defined County need.

Request for Quotes (RFQ): The process to request information, where quotes are obtained from vendors without formal advertising or receipt of sealed bids. Used where price competition is desired, but the situation does not require competitive sealed bids, small or emergency purchases.

Requisition: A request to the Purchasing Agent for the purchase of one or more goods or services necessary to carry on or improve a particular function of the County.

Sole Source Purchase: A procurement method that allows, under certain conditions, for procuring goods or services from a single source without soliciting bids from multiple sources.

Specifications: A written description of the physical functional characteristics needed commodities and/or services setting forth, in a clear concise manner, the performance and/or physical characteristics of the commodities and/or services to be purchased, and the circumstances under which the purchase shall be made.

State Contract: Any contract entered into by the State of Utah from which counties within the State of Utah are authorized to make purchases from and pursuant to the terms of said contract.

Vendor: A supplier of goods or services to the County.

EXHIBIT A

PLACEHOLDER FOR UPDATED "PURCHASING AT A GLANCE" CHART

EXHIBIT B

DAVIS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

1. Applicability and Acceptance.
   1.1. These Davis County Purchase Order Terms and Conditions (these "Terms") are the only terms and conditions which govern the purchase of the goods (the "Goods") and/or the services (the "Services") by Davis County ("Buyer") from the seller named in the accompanying purchase order ("Seller"). Notwithstanding anything herein to the contrary, if a written contract signed by both Buyer and Seller (collectively, the "Parties" or individually a "Party") is in existence and covers the purchase of the Goods and/or the Services covered hereby, the terms and conditions of that written contract shall prevail to the extent they are inconsistent with these Terms.
   1.2. The accompanying purchase order (the "Purchase Order") and these Terms (collectively, this "Agreement") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, both written and oral, of the Parties. These Terms prevail over any of Seller's general terms and conditions of sale. This Agreement expressly limits Seller's acceptance to these Terms.
   1.3. Any of the following actions by Seller shall constitute an acceptance of these Terms:
      1.3.1. Accepting the Purchase Order and/or accepting this Agreement;
      1.3.2. Delivering some or all of the Goods applicable to the Purchase Order and/or this Agreement; and/or
      1.3.3. Commencement or completion of the Services applicable to the Purchase Order and/or this Agreement.
2. Delivery of Goods and Performance of Services.
   2.1. Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "Delivery Date"). If no delivery date is specified, Seller shall deliver the Goods within 30 days of Seller's receipt of the Purchase Order. If Seller fails to timely deliver the Goods as required by this Subsection, Buyer may terminate this Agreement by providing written notice to Seller, and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to timely deliver the Goods.
   2.2. Seller shall deliver all Goods to the address specified in the Purchase Order (the "Delivery Point") during Buyer's normal business hours (8:00 a.m. to 5:00 p.m.) or as otherwise instructed by Buyer. Seller shall pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition.
   2.3. Seller shall provide the Services to Buyer as described in the Purchase Order and in accordance with these Terms.
   2.4. Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and/or Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.
3. Quantity and Changes. If Seller delivers more than or less than the correct quantity of Goods ordered by Buyer, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense, unless otherwise instructed in writing by Seller. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis. No changes may be made to the Purchase Order without written authorization from County's purchasing representative.
4. Shipping Terms and Packing Slips. Delivery shall be made FOB Delivery Point. All prices must be FOB Delivery Point. Packing slips and other suitable shipping documents shall accompany each shipment of the Goods and shall show Seller's name and address, the name and address of Buyer, the applicable office/department within Buyer to which shipment is being made, the Buyer purchase order number, and descriptive information as to the Goods shipped and delivered. No boxing or packing charges will be paid by Buyer unless specifically authorized by Buyer through the Purchase Order, this Agreement, or a written modification to this Agreement signed by the Parties. The Purchase Order and this Agreement must be obtained by Seller before the Purchase Order may be fulfilled.
5. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, within 10 business days replace the nonconforming or defective Goods and pay for all related expenses, including transportation charges for the return of the defective Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.
6. Title and Risk of Loss. Title and risk of loss shall remain with Seller until the Goods are delivered at the Delivery Point. Once the Goods are delivered to the Delivery Point, title and risk of loss shall pass to Buyer. Notwithstanding the foregoing portions of this Section, title and risk of loss regarding rejected Goods, through either Buyer's action to rescind this Agreement or to reject the Goods and require Seller to replace the rejected Goods, shall remain with Seller and shall not pass to Buyer.
7. Price. The price of the Goods and/or Services is the price stated in the Purchase Order (the "Price"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.
8. Taxes. Buyer is tax exempt, license number 12435083-002-STC. The Price of the Goods and/or Services shall not include sales, use or excise taxes.
9. Invoices. Seller shall submit an invoice to Buyer addressed to Davis County Government, Attn: Accounts Payable, PO Box 618, Farmington, UT 84025. All invoices submitted by Seller to Buyer shall reference the Buyer approved Purchase Order number.
10. Payment Terms. Buyer will make payment to Seller within 30 days of Buyer's receipt of an invoice that satisfies the Invoices Section above. If defective or nonconforming Goods and/or Services are provided by Seller to Buyer, Buyer will make payment to Seller within 30 days of satisfactory delivery of the Goods and/or Services. Buyer will not be liable for late fees, interest, or other similar expenses.

Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

11. Seller's Obligations Regarding Services. Seller shall:
    11.1. Before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;
    11.2. Comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures and general health and safety practices and procedures; and
    11.3. Ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services.
12. Warranties.
    12.1. Seller warrants to Buyer that all Goods will:
        12.1.1. Be free from any defects in workmanship, material and design;
        12.1.2. Conform to applicable specifications and other applicable requirements;
        12.1.3. Be fit for their intended purpose and operate as intended;
        12.1.4. Be merchantable;
        12.1.5. Be free and clear of all liens, security interests or other encumbrances; and
        12.1.6. Not infringe or misappropriate any third party's patent or other intellectual property rights.
    12.2. Seller warrants to Buyer that the Services performed under this Agreement shall be of reasonable quality, free from faults and defects, and shall be in conformance with this Agreement and reasonable professional standards, generally recognized industry standards for similar services, and applicable codes, regulations, and laws.
    12.3. The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity, including the warranties set forth in Title 70A, Chapter 2, Utah Code Annotated.
13. Indemnification. Seller shall indemnify and hold harmless Buyer and Buyer's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, "County's Representatives") from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") that may arise from, may be in connection with, or may relate in any way to:
    13.1. The Goods and/or Services purchased by Buyer from Seller under this Agreement;
    13.2. This Agreement; and/or
    13.3. Seller's negligence, willful misconduct or breach of this Agreement.
14. Liability. Any person or entity performing Services pursuant to this Agreement shall be liable for all Losses that may arise from, may be in connection with, or may relate in any way to the Services performed by such person or entity. Seller assumes full responsibility for the Services to be performed hereunder, and hereby releases, relinquishes, and discharges County and County's Representatives from all Losses that may arise from, may be in connection with, or may relate in any way to this Agreement.
15. Insurance. All insurance requirements applicable to this Agreement shall be fulfilled prior to the commencement of this Agreement and be maintained for the duration of this Agreement or through the completion of the Services, whichever is later. No term or condition of this Agreement, including insurance that may be required under this Agreement, shall limit or waive any liability Seller may have under this Agreement.
16. Compliance with Laws. For the duration of this Agreement, Seller shall:
    16.1. Comply with all applicable laws, regulations and ordinances; and
    16.2. Maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
17. Termination. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods or before or after Seller's delivery of the Services. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted, if any, and payment for the Services accepted by Buyer prior to the termination, if any.
18. Waiver. No waiver of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the waiving Party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
19. Force Majeure. Neither Party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that Party, without such Party's fault or negligence, and which by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Agreement. If a Force Majeure Event prevents Seller from carrying out its obligations under this Agreement for a continuous period of more than 30 days, Buyer may terminate this Agreement by giving written notice to Seller.
20. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder.
21. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
23. Governing Law. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Utah.
24. Jurisdiction. Any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement shall be instituted in the courts of the State of Utah located in Farmington City, Davis County, or, if applicable, the federal courts of the United States of America for the District of Utah, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action proceeding, matter, dispute, and/or claim.
25. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the Purchase Order or to such other address that may be designated by the Parties in writing. All Notices shall be delivered by personal delivery, a nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective upon receipt, if delivered personally or by certified or registered mail, or on the next business day if sent by overnight courier.
26. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
27. Survival. Provisions of these Terms that by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including the following provisions: Warranties, Indemnification, Liability, Compliance with Laws, Governing Law, Jurisdiction and Survival.
28. Amendment and Modification. These Terms and this Agreement may only be amended or modified in a writing stating specifically that it amends these Terms and/or this Agreement. Any amendment or modification to these Terms or this Agreement shall be signed by an authorized representative of each Party.

EXHIBIT C

RFP Checklist
(For Use by Davis County Offices, Departments, Divisions, or Otherwise)

Requirements on the checklist must be complete for each phase of the RFP Process prior to moving to the next phase.

____ **Preparation of RFP**

- Contact the Purchasing Manager for the RFP Form, the Scoring Matrix Form, and to discuss the RFP Process
- Create a customized RFP using the RFP Form and submit it to Purchasing and Legal for review and approval
- Create a customized scoring matrix using the Scoring Matrix Form, which should contain specific evaluation criteria and weights for such criteria, and submit it to Purchasing and legal for review and approval

____ **Issuance of RFP, Opening of Proposals, and Selection of Evaluation Committee**

- Once the customized RFP and the customized scoring matrix are approved by Purchasing and Legal, Purchasing will issue the RFP
- Once the deadline for submitted proposals has expired, Purchasing will open the Timely Filed Proposals in a Davis County Board of County Commissioners Meeting
- After the opening of the proposals, the Department, with the assistance of Purchasing will select 4-6 individuals as members of the evaluation committee (At least one member of the Evaluation Committee shall be a Davis County employee from another department)

____ **Evaluation Committee**

- Meet with the Purchasing Manager to discuss the Evaluation Process and receive each Timely Filed Proposal and approved Scoring Matrix Form from the Purchasing Manager
- Review and analyze each Timely Filed Proposal using the criteria set forth in the issued RFP and the approved Scoring Matrix Form
- Meet and discuss each Timely Filed Proposal as a committee using the criteria set forth in the issued RFP/approved Scoring Matrix Form
- Determine if one or more Timely Filed Proposals may be rejected by the unanimous decision of the Evaluation Committee for failure to comply with all material aspects of the RFP or for other reasonable grounds
- Submit written questions as a committee to the Purchasing Manager to clarify certain issues regarding certain Timely Filed Proposals, if necessary (The Purchasing Manager will submit these questions to the Vendors and request timely responses)
- The Evaluation Committee members shall have no contact with any of the Vendors throughout the RFP Process, unless expressly permitted by the issued RFP or authorized, in writing, by the Purchasing Manager
- Meet for a second time to discuss each Timely Filed Proposal as a committee using the criteria set forth in the issued RFP/approved Scoring Matrix Form and to discuss responses submitted by Vendors in response to questions posed by Evaluation Committee
- Continuing evaluating and meeting, as necessary, until each member of the Evaluation Committee is ready to score each Timely Filed and Non-Rejected Proposal using the approved Scoring Matrix Form
- If necessary, contact the Purchasing Manager regarding a request for final and best offers
- Each member of the Evaluation Committee shall score each Timely Filed and Non-Rejected Proposal using the approved Scoring Matrix Form and submit the completed and approved Scoring Matrix Form to the Purchasing Manager
- Each member of the Evaluation Committee shall provide the Purchasing Manager with all records in his/her possession, custody, or control regarding the RFP Process
- Purchasing will notify the Evaluation Committee and the Department of future developments