



PURCHASING POLICY

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I. INTRODUCTION

PURPOSE

This Policy is intended to establish the methods by which the City procures goods and services and enters into contracts. This document will clarify purchasing functions and outline purchasing policies, as well as describe departmental relationships, responsibilities and participation in the procurement cycle.

MISSION

In consideration of the City's fiduciary responsibilities, the Purchasing Division must assure promotion of full and open competition in all procurement activities. In doing so, the Purchasing Division must balance economy, efficiency, expediency and environmental impact ensuring that Departments consider sustainable goods and services, receive sufficient quality and quantities of goods and services, delivered at the correct time, and purchased at the lowest practical cost.

SCOPE

The scope of this purchasing policy covers the procurement of most Goods and Services without regard to the past method by which goods or service have been customarily procured. The policy covers contractual and purchase agreements between the City of Roswell and other legal entities. The procurement function includes the initial agreement/purchase, changes and/or re-negotiations. This policy establishes the specific responsibility and authority of the procurement of goods and services.

EXCEPTIONS

In accordance with the Purchasing Ordinance Article 2.7, the provisions of this policy do not apply in the following instances or procurements:

- A. A good is available from only one (1) source or supply, or when standardization or compatibility is the overriding consideration.
- B. The purchase is pursuant to a contract with (1) the United States of America or an agency thereof or (2) any government unit or agency thereof within the United States for the purchase, lease, or other acquisition of goods.
- C. The purchase is regulated by other Federal and State laws, i.e., O.C.G.A §36-91-1;
- D. A special emergency exists involving the health and safety of the people or their

property; or

E. The purchase is for:

1. Land, artistic work, or other goods whose inherent nature is unique and cannot be competitively compared to other goods within its class.
2. Printed copyright material including published books, maps, periodicals and technical pamphlets (not including software for computer systems), except where a greater savings can be realized by a quantity purchase.
3. Real property, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property and other related costs of acquisition of real property.
4. Subscriptions, dues, and memberships and board member fees established during the budget process.
5. Services provided directly to individual citizens and employees including reimbursements and other miscellaneous payments.
6. Utilities, including but not limited to electricity and telephone service.
7. Employee benefits and health related services procured through a quotation and negotiating process conducted by an expert in the field, or to maintain continuity of employee-health records.
8. Travel, conferences, training, speakers, instructors, facilitators, and meeting expenses, or other expenditures covered by another City policy.
9. Items for resale that require a particular manufacturer to enhance their marketability.
10. Legal advertisements.
11. Legal services, litigation, and legal expenses.
12. Goods or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offenses by law enforcement personnel.
13. Seized property included in a Court Order authorizing disposal.

ETHICS IN PURCHASING

In accordance with the Code of Ethics Article 2.5, each person involved in the procurement process must adhere to a high standard of ethics and is bound by the City’s Code of Ethics as adopted in the City of Roswell’s Code of Ordinances.

A. Employee Conflict of Interest

It shall be unethical for any City of Roswell employee, official, or agent to transact any business or participate directly or indirectly in a procurement contract when the employee or official knows that:

- The employee, official, agent, or any member of their immediate family has a substantial interest or financial interest pertaining to the procurement contract, except permitted by State statutes.
- Any other person, business or organization with whom the employee, official, agent, or any member their immediate family is negotiating or has an arrangement concerning prospective employment.
- All vendors doing business with the City are expected to disclose any connection to or with a City of Roswell employee or elected official when participating in the solicitation for a procurement contract.

B. Gratuities, Rebates, or Kickbacks

- **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any City of Roswell Employee, Official, or Agent, or for any City of Roswell Employee, Official, or Agent to solicit, demand, accept, or agree to accept from another person, a gratuity, rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia’s Department of Administrative Services Gratuity Policy.

- **Kickbacks** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.
- **Rebates** It shall be unethical for any rebate to be offered for the sole purpose of inducement. Rebates normally or routinely offered to all customers for the purchase of their Goods and Services are acceptable and are the property of the City of Roswell.
 - Nothing in this section shall preclude an Official, Employee or Agent of the City from attending seminars, courses, lectures, briefings, or similar functions at any vendor's facility or at any other place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the Official, Employee, or Agent with knowledge and information relative to the vendor's products or services and is one which the City Administrator determines would be of benefit to the City.
 - In connection with any such seminar, course, lecture, briefing, or similar function, nothing shall preclude the Official, Employee, or Agent from receiving meals from a vendor. Nothing in this section shall preclude the Official, Employee, or Agent from receiving educational materials and business related items of not more than nominal value from a Vendor.
 - Nothing contained in this section shall permit the Official, Employee, or Agent to accept free travel from the vendor outside the state of Georgia or free lodging in or out of the state of Georgia.
- **Contract Clause.** The prohibition against gratuities, rebates and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation documents therefore.
- **Courtesies.** Employees may accept for themselves and members of their families common courtesies usually associated with customary business practices so long as a strict standard is enforced with respect to gifts, services, discounts, entertainment or consideration of any kind from suppliers of merchandise, services, supplies, etc. to the City of Roswell. An example of a common courtesy is free pens or notepads with the Vendor's name on them.
- **Cash.** It is never permissible for a City of Roswell Official, Employee or Agent to accept a gift in cash, cash equivalents, gift cards, stocks or other forms of marketable securities of any amount.

C. Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a City of Roswell Contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

D. Use of Confidential Information

It shall be unethical for any City of Roswell Employee, Official or Agent knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

E. Unauthorized Purchases

No purchases of Goods and Services shall be made in the name of the City of Roswell, except such as is required for official use by the City of Roswell. Purchases in the name of the City of Roswell for personal use by an individual or for other than official use are prohibited, and no City of Roswell funds will be expended or advanced therefore.

F. Penalties and Sanctions

City employees shall follow these standards in all procurement and contracting activities. Sanctions and penalties for violating these requirements shall be as cited in the City of Roswell's Human Resources Policies and Procedures, as amended, which governs disciplinary actions for violations of City ordinances, policies and regulations.

G. Disclaimer of Responsibility for Improper Purchasing

The City may disclaim responsibility and liability for any purchase, expenditure, or agreement for expenditure arising from a purchase made in its name, or in the name of any governmental body under its authority, by an unauthorized person or any person acting outside this policy or the authorization or delegation as provided in this policy. The expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

H. Vendor Contact During Open Solicitations

Persons seeking an award of a City of Roswell contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or

other City representative other than the Purchasing Agent named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The City Administrator or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

FREEDOM OF INFORMATION

Interested persons shall have access to information regarding procurement transactions of the City of Roswell in accordance with City policy and the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq.

All meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Proposers waive any declaration the entire response to any solicitation to be proprietary information. The Proposer shall designate in the smallest increments possible, that part of the qualifications which is deemed to be proprietary. Proposals and all related correspondence are governed by the Georgia Open Records Act and shall be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion.

DEFINITIONS

For purposes of this manual, the following terms, phrases, words, and their derivations shall have the meanings given herein.

1. Addendum: A change, clarification or correction in the solicitation documents.
2. Annual Contract: An agreement or Contract, typically for a specified duration, between a supplier and the City, to furnish Goods or Services usually of an indefinite quantity and delivery schedule, at unit prices provided for under the terms of the Contract. Also known as a term contract, annual agreement or requirements contract.

3. Agent: An Official, Employee, contracted or subcontracted Person who is authorized to act on behalf of the City of Roswell and represent their interests. The City Administrator is the official Purchasing Agent for the City.
4. Appeal: A specific written objection by an interested person to a Request for Qualifications, a Request for Quotations, an Invitation for Bid, an Invitation to Negotiate, a Request for Proposal, or an award or proposed award of a Contract.
5. Apparent Low Bidder: Vendor that submits the lowest monetary bid.
6. Bid: An offer submitted in response to public notice of an intended sale or purchase.
7. Bid Bond: A bond that legally binds the bidder to execute a contract and to provide required post award documents, such as a certificate of insurance and/or performance and payment bonds, or forfeit the amount of the bond.
8. Bidder: One who submits an offer in response to public notice of an intended sale or purchase.
9. Bid Opening: The act of publicly opening the bid envelopes and making the bids available for public inspection.
10. Bond: A form of financial protection against damages; a binding agreement executed by a bidder or vendor and another party to guarantee the performance of certain obligations or duties to the purchaser.
11. Buyer: Purchaser; the buying agency or government.
12. Buying Cooperative or Alliance: A group of public entity purchasers organized for the purpose of creating contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.
13. Capital Asset: A purchase of land, equipment, infrastructure, buildings, or improvements with a value of or greater than \$5,000.00 with at least a two (2) year useful life as defined by the Capital Asset Policy.
14. Capital Expenditure: An expenditure that results in the acquisition of or an addition to a Capital asset.

15. Centralized Purchasing: The system under which the Finance Department, Purchasing Division, is authorized to enter into contracts for goods and services on behalf of the City.
16. Change Order/Amendment: An agreed upon addition to, deletion from, correction or modification of a Contract.
17. City: The City of Roswell, Georgia
18. City Administrator: The chief administrative officer and Purchasing Agent of the City, appointed by the City Council as outlined in Section 2.3 of the Roswell Code of Ordinances.
19. City Council: The legislative and governing body of the City.
20. City Finance Director: The Finance Director of the City as outlined in Section 2.4.4 of the Roswell Code of Ordinances.
21. Commodities: Supplies, apparatus, materials, equipment, and other forms of tangible personal property that can be mass produced and used by a City department in the accomplishment of its responsibilities.
22. Competitive Award: A procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.
23. Construction: The process of building, altering, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings, or real property.
24. Contract: A legally binding mutual agreement between two parties. Any City agreement, regardless of form or title, for the procurement or disposition of goods or services. Contracts also include change orders, modifications, amendments, supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.
25. Contract Extension: An Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current

expiration date exists.

26. Contract Renewal: An exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.
27. Contractor: Any person or business having a contract with the City.
28. Department: An organizational unit within City government that is responsible to the City Administrator, or designee.
29. Division: An organizational unit within a City Department that is responsible to the head of a department, or designee.
30. Emergency Purchase: The purchase of supplies and/or services whose immediate procurement is essential to protect life or property.
31. Encumbrance: A financial commitment for unperformed or unpaid contracts for goods or services.
32. Goods: Supplies, apparatus, materials, equipment, and other forms of tangible personal property used by a City department in the accomplishment of its responsibilities.
33. Invitation to Bid: A formal request to prospective vendors soliciting quotations or bids; contains, or incorporates by reference, the specifications or scope of work and all contractual terms and conditions.
34. Letter of Intent: A written statement detailing the preliminary understanding of parties who plan to enter a contractual arrangement.
35. Local Vendor: A vendor which operates and maintains a brick and mortar business within the corporate limits of the City of Roswell; has a current Occupation Tax Certificate; has paid in full all real and personal taxes owed the City.
36. Local Vendor Preference: Applies to all informal and formal procurements excluding construction projects; professional and consulting services; federally funded projects; and online/electronic sealed bid/reverse auctions. A local vendor's bid will be awarded if the bid is within two percent (2%) of the non-local vendor's bid who otherwise would have received the award of the contract.
37. May: Denotes the permissive.

38. Mayor: Chief elected official of the City.
39. Ordinance: The purchasing ordinance authorized by the City Council.
40. Payment Bond: A bond which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.
41. Performance Bond: A bond provided in connection with a contract which guarantees the performance and fulfillment of all the terms, conditions, and agreements contained in the contract.
42. Practicable: Sufficient in performance and available at a reasonable cost.
43. Price Preference: A percentage of increase in price an entity will pay to obtain a designated product. No price preferences are recognized by the City.
44. Procurement: Purchasing, renting, leasing or otherwise acquiring any equipment, supplies, services or construction projects.
45. Professional Services: Those services which are defined by statute as a “profession” or “professional service” and require a license or accreditation, including, but not limited to, certified public accountants, actuarial services, architecture, landscape architecture, interior design, licensed or accredited appraisers or licensed or accredited financial analysts providing opinions of value, chiropractic, dentistry, professional engineering, podiatry, pharmacy, veterinary medicine, registered nursing, harbor piloting, land surveying, law, psychology, medicine and surgery, optometry, and osteopathy. Professional Services include but are not limited to evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.
46. Project Manager: The Department Head appointed full-time employee assigned the duties and responsibility for all aspects of a project, such as a consulting, design and engineering or capital project involving new construction and/or maintenance or repairs.
47. Protest: A formal appeal of a process or decision in writing.
48. Protestor: An actual bidder who is aggrieved in connection with the bid process, including contract award, and who files a protest in writing in accordance with this section.

49. Purchase Order: A document authorizing a City of Roswell employee contracting with a seller to deliver goods with payment to be made later.
50. Purchasing Agent: The principal purchasing official of the City of Rowell pursuant to Section 2.7.3 of the Roswell Code of Ordinances. The Purchasing Agent for the City of Roswell is defined as the City Administrator.
51. Purchasing Manager: The designee of the Purchasing Agent to manage the day to day operation of the purchasing division. The Purchasing Manager for the City of Roswell is assigned by the City Administrator
52. Purchasing Division: The division responsible for procurement for the City.
53. Registered Business: A business that has a valid Occupation Tax Certificate.
54. Reasonable Cost: Cost that by its nature or amount does not exceed what would normally be incurred by an ordinarily prudent person in the conduct of competitive business.
55. Request for Informal Quote (RFIQ): A document used in an informal solicitation for an offer to be submitted in writing that will result in a purchase Contract.
56. Request for Information (RFI): A document used in an informal, noncompetitive solicitation where vendors provide feedback on industry standards and procedures which allows purchasing to decide and implement a procurement strategy.
57. Request for Proposal (RFP): A document used in purchasing complex services when the competitive sealed bid is neither practical nor advantageous, the RFP process considers both quality of the solution offered and price to obtain the best overall value.
58. Request for Qualifications (RFQ): A document used in purchasing complex services when the competitive sealed bid is neither practical nor advantageous, the RFQ process considers both contractor qualifications and price to obtain the best overall value.
59. Requisition: An internal document, provided by a department to the Purchasing Division that contains the fund source, approvals, descriptions, quantities, and other information about the Goods, Services, or Professional Services, in order to proceed with the procurement.

60. Responsible Bidder: A vendor who has the capability in all respects to perform fully the contract requirements; and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit which will assure good faith performance.
61. Responsive Bidder: A vendor who has submitted a bid that conforms in all administrative and material respects to the requirements stated in the Invitation to Bid.
62. Sealed Bid: An offer submitted in response to a formal procurement solicitation in a closed envelope to be opened at a specific time and place.
63. Sealed Proposal: An offer submitted in response to a formal procurement solicitation in a closed envelope where the technical response and cost are separated to be opened and the participant's names read aloud at specific time and place.
64. Services: Any performance of effort or labor, for which the City has contracted other than Professional Services or services classified as construction.
65. Shall: Denotes the imperative.
66. Sole Source / Single Source: That only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation, such as technical qualifications, ability to deliver at a particular time, or services from a public utility.
67. Specification or Scope of Work: Specifications are the detailed and exact description of the requested materials and/or services. They should accurately describe the physical, functional, and/or performance requirements of the items and/or services requested.
68. Statement of Qualification (SOQ): An offer submitted in response to a formal procurement solicitation in a closed envelope to be opened and the participants names read aloud at a specific time and place.
69. Surplus Property: City-owned property that is no longer required or has no practical use by the City.
70. Sustainability: Reducing the amount of resources used as well as reducing the amount of waste and emissions produced in order to limit the environmental impact or ecological footprint. The City will improve our sustainability efforts through an environmentally preferred purchasing program that provides for the

present generation and needs of the organization while honoring our past and allowing for the needs of future generations.

71. User Department/Division: The organizational unit which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising Purchasing of the approved funding and the specific budget account number. The User is responsible for authorizing the purchases of all materials, services, repairs, leases and rentals in which the negotiated price exceeds the approved funding.
72. Vendor: Any individual or business conducting business or seeking to do business with the City; one who sells goods and/or services; a supplier.

II. PROGRAM ROLES AND RESPONSIBILITIES

PURCHASING AGENT (CITY ADMINISTRATOR) & PURCHASING MANAGER (FINANCE DIRECTOR) RESPONSIBILITIES

The City Administrator and Finance Director are responsible for establishing overall policies and procedures to ensure the integrity of the Purchasing Program throughout the City. Primary Roles and Responsibilities Include:

1. Responsible for overseeing the day to day purchasing activity and ensuring the City of Roswell Purchasing Policies, Procedures and Ordinance are followed.
2. Reviewing Purchasing Policy violations and determining disciplinary action based upon the Purchasing Policies, Procedures, and Ordinance
3. Review and approve all requisitions above \$25,000. (City Administrator)
4. Review and approve proposed formal solicitations prior to issuance.
5. Review and approve all city contracts
6. Review and approve all change orders. (City Administrator)

PURCHASING DIVISION RESPONSIBILITIES

The Purchasing Division will:

1. Conduct business in compliance with the City's ordinances and in accordance with the principles contained in this Purchasing Policy.
2. Serve as a resource for departments in issues of policy and in the day to day processing of requisitions.

3. Provide information and procure goods and/or services which meet the user department's requirements, ensuring consideration of life cycle costs and sustainable goods and services.
4. Provide assistance in the preparation of specifications.
5. Process the auditing and review of requisitions to ensure that the Purchasing Policies, Procedures and Ordinance are being followed.
6. Provide user training on City Purchasing Policies, Procedures and Ordinance.
7. Ensure that contract awards are made to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement.
8. Utilize approved third party software and train department's liaisons and agents to use the software as appropriate.
9. Formally and informally procure goods and services as designated in Section 2.7.11 through 2.7.17 of the Purchasing Ordinance

DEPARTMENT HEAD RESPONSIBILITIES

Department Heads are responsible for ensuring the integrity of purchasing within their Department by upholding City policies, procedures, and ordinance. All Department Heads are responsible for overseeing purchasing activity and must have an understanding of the rules and regulations as contained in the City of Roswell Purchasing Ordinance and the Purchasing Manual. While the Department Head holds the responsibility of oversight, administration of the day-to-day activity of the purchasing process will be reviewed through designation of one or more Department Liaisons.

Department Head responsibilities include:

1. Maintain knowledge of City of Roswell Purchasing Policy and Procedures and Ordinance to effectively oversee Purchasing activity within their department.
2. Designate a Department Liaison(s) to review and coordinate the day-to-day purchasing activity. A back-up Liaison should also be designated and cross-trained.
3. Review and approve requisitions as part of the purchasing process.
4. Review, approve and participate in any formal solicitation process for the department as needed.
5. Establish approval and procurement thresholds for staff.
6. Approve Sole Source / Single Source procurements.
7. Designate project manager for departmental projects that require procurement.
8. Provide written determinations for the basis of an emergency purchase.

DEPARTMENT LIAISON RESPONSIBILITIES

One or more Department Liaisons are assigned the responsibility of reviewing and coordinating the day-to-day purchasing activities of the employees in their department. Secondary Department Liaisons should also be designated by each Department Head. The secondary Department Liaisons are designated as back up to the Department Liaison and have the same responsibility to review the day-to-day purchasing activities of the employees in their department in the Department Liaison's absence.

1. Maintain knowledge of City of Roswell Purchasing Policy and Procedures and Ordinance to effectively review the requisitions of their department for compliance.
2. Keep the Purchasing Division informed when staff changes are made that will require training in regard to purchasing Policies and Procedures.
3. Review requisitions a timely manner in order to facilitate the purchasing process.
 - A. Review all documentation to ensure:
 - The appropriate back up for the purchase is attached to the requisition.
 - The correct org/object allocations is used based on the approved budget
 - An e-verify affidavit or Sole Source form is attached where required.

DEPARTMENT AGENT RESPONSIBILITIES

All agents who enter requisitions are essentially purchasing agents for the City of Roswell should have an understanding of the City Purchasing Policies, Procedures and Ordinance to effectively enter requisitions for their department.

Agent responsibilities include:

1. Conduct business in accordance with the principles contained in this Purchasing Policy.
2. Evaluate recycled or environmentally preferable products and services designated by the Purchasing Division to determine the extent to which the product may be practicably used by the Department and its contractors based on life cycle costs.
3. Ensure all new printing requested for the Department are approved by the Community Relations Department.
4. Submit all requests for goods and services in a timely manner in order to allow for timely response from vendors and to eliminate extra charges for rush items.

5. Strive to provide full and accurate descriptions of needed supplies and/or services to avoid misunderstandings.
6. Inform the Purchasing Division in writing when there are problems or changes to purchase orders or contracts.
7. Obtain at least three (3) quotes for goods or services above \$2,500 and below \$25,000 in accordance with the threshold established in the policy.
8. It shall be the responsibility of the User to ensure that purchased Goods are received, inspected and verified as to condition. Initiate returns as necessary.

DISCIPLINARY ACTION FOR VIOLATIONS

When a Purchasing Policy, Procedure or Ordinance violation is discovered, the Purchasing Division will investigate the surrounding circumstances and provide findings to the Finance Director, Department Head, and Department Liaison. Continuous violations of the established Purchasing Policies, Procedures and Ordinance may result in disciplinary consequences ranging from the revocation of purchasing authority or financial software use to termination and criminal prosecution. The Finance Director, in coordination with Human Resources, will notify the Department Head and City Administrator of the recommended disciplinary actions.

III. PURCHASING THRESHOLDS

For goods, services, and professional services below \$2,500, the agent shall obtain goods and services most advantageous to the City through direct purchase through the use of a requisition or p-card.

For goods and services between \$2,500 and \$25,000, the agent shall obtain, where possible, at least three written quotes.

For professional services between \$2,500 and \$25,000, a Quality Based Selection process will be used. The department head must justify the choice in writing to be attached to the requisition.

For goods and services between \$25,000 and \$75,000, the purchasing agent shall obtain, where possible, at least three written quotes.

For goods and services above \$75,000, the purchasing agent will use a formal procurement process.

For all professional services above \$25,000, a Quality Based Selection Process will be used. The purchasing agent will manage the process.

Goods and Services

\$ Threshold	Purchasing Method	Responsibility
>\$75,000	Formal Procurement Process	Purchasing Agent
\$25,000 - \$75,000	Three (3) Written Quotes	Purchasing Agent
\$2,500 - \$25,000	Three (3) Written Quotes	User Department
<\$2,500	Non-Competitive	User Department

Professional Services

\$ Threshold	Purchasing Method	Responsibility
>\$25,000	Formal QBS Procurement Process	Purchasing Agent
\$2,500 - \$25,000	QBS Process with Department Head Justification	User Department
<\$2,500	Non-Competitive	User Department

IV. NON-COMPETITIVE PROCUREMENTS

The provisions of this policy section shall apply to the procurement of goods and services, when determined to be in the best interest of the City and not in conflict with the requirements of state law.

A. Sole Source / Single Source Procurement

The City may acquire goods, services, or professional services pursuant to a Sole Source/Single Source Procurement. Sole Source/Single Source Procurement is allowable when goods, services, or professional services are limited to one source, or when they must be obtained from a specific manufacturers' dealer and valid competition among dealers does not exist. A Sole Source/Single Source procurement may also be made from one person among others in a competitive market place, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling the given purchasing need. The purchasing agent may elect to purchase particular brand name goods or services when the goods or services comprise a major brand system, program or service previously selected by the City for standardization due to operational effectiveness, future enhancements or additions, or maintenance or storage of spare parts precludes the mixing of brands, manufacture, etc. The User must submit the justification for the Sole Source/Single source procurement for approval to the Finance Director or Purchasing Agent.

B. Direct Negotiation

Following the completion of a Competitive Award solicitation process that fails to produce a responsible or responsive Bidder or Proposer, fails to produce a qualified respondent, or for which all submissions were rejected for any reason, the City may procure the goods, services, or professional services that were the subject of such failed solicitation by Direct Negotiation with any provider of such goods or services when recommended by the City Administrator with concurrence from legal counsel.

Direct Negotiation will be completed by the Purchasing Agent or designee, assisted as needed by the User and legal counsel.

C. Emergency Procurement

The City may acquire goods, services or professional services by directly negotiating award pursuant to an Emergency Procurement. Emergency purchasing situations occur when there exists an emergency constituting a threat to public health, safety or welfare or to the soundness and integrity of public property or to the delivery of essential services and where the diverse effects of such emergency may worsen materially with the passage of time.

It is understood that, from time to time, occasions arise at departments, which dictate **immediate** action to purchase items in order to prevent disruption of operations. Notwithstanding any other section of this policy, when the City Administrator determines that an Emergency Situation exists, the Purchasing Agent may make or authorize others to make emergency procurements for Goods, Services, construction items, or Professional Services. **The City Administrator shall make such determination when there exists a threat to public health, welfare or safety under Emergency Situations.** Such emergency procurements shall be made with as much competition as is practicable under the circumstances.

A written determination by the department head of the basis for the Emergency Situation and for the selection of the particular vendor shall be included in the purchase file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the Contract, a listing of the item procured under the Contract, and the identification number of the contract file.

If an Emergency Situation should arise after office hours which requires immediate action for the protection of the best interest of the City or if alike situation arises on a weekend or holiday and when it is not possible or

convenient to reach the Purchasing Agent, any purchase necessary shall be made by the official in charge of such agency, and such purchase reported to the Purchasing Agent within 24 hours.

Emergency procurements associated with projects utilizing grant funds will always follow the established procurement procedures of the grant.

D. Costs Under the Competitive Threshold

The User Department may acquire Goods, Services and Professional Services by Direct Negotiation or by some other non-competitive method, when the dollar value of the purchase does not exceed \$2,500 and a properly executed and authorized requisition is received. Under this non-competitive method, the User Department shall attempt to obtain the Goods, Services or Professional Services most advantageous to the City, price and other factors considered.

E. Direct Negotiation and other Public Entities and Co-ops

The City may acquire Goods, Services, and Professional Services by Direct Negotiation or other method involving limited or no competition from a Supplier having a requirements Contract/Annual Agreement with any public entity (e.g., federal, state, county, city, authority, school board, Buying Cooperative, etc.) for Goods, Services, or Professional Services described in such contract and at prices or discounts no less favorable than any set forth in such Contracts. Use of State/Co-Op Contracts: The Purchasing Agent may, independent of the requirements of bid process of this article, procure supplies, services or construction items through a Contract established through competitive means by the purchasing division of the State of Georgia, national Co-Ops (i.e.-U.S. Communities), and collaborative purchasing agreements with other local governments when deemed to be in the best interest of the City.

V. COMPETITIVE PROCUREMENTS

The purchasing division will determine the procurement method to be used based on the type and estimated price of the purchase.

The City reserves the right to reject any or all bids if it determines such rejection to be in the best interest of the City.

Formal Solicitations will generally be solicited on a project-by-project basis. The User will submit the Scope of Goods and/or Services to Purchasing, who will then determine which of the competitive processes best suits the purchase.

A performance guarantee, such as a Performance Bond or Letter of Credit, may be required for any solicitation that includes Services to be performed after consultation with the City Administrator, and others, as necessary.

Periodically, the City may be given private/public grants and donations from sources such as the State and Federal Government and private corporations. These types of solicitations may be more restrictive and may dictate the procurement process and methodology that the City is to follow for an award. Both federal and state procurement policy supersedes City of Roswell's purchasing requirements when buying goods and services using federal or state grant monies. Departments should consult the accounting department regarding the use of federal and state funds.

A. Invitation to Bids

Invitation to Bids (ITB) are prepared and issued to prospective Bidders, with the goal of obtaining competitive responses for items costing more than \$75,000.

Public notice (such as publication in a newspaper of general circulation or posting on the Purchasing Division's Internet Web page) of the ITB must be given a minimum of fourteen (14) calendar days prior to the date set for bid opening or as required by state and federal law, unless it can be demonstrated that an urgent requirement for Goods or Services exists, in which instance, the requirement for public notice may be reduced by the Purchasing Agent.

Bids shall be opened publicly by the Purchasing Agent, or their designee, in the presence of one or more witnesses at the time and place designated in the Invitation to Bids. All relevant information, including each Bid amount and Bidder's name, will be recorded on a summary sheet and signed by the opener and witness.

A split or partial bid may be awarded, if an ITB is for multiple Goods or Services, more than one Vendor provides a bid that meets the specifications for the items, and a price comparison can be made between the items quoted. The award may be split between more than one Vendor by awarding to the lowest cost provider of each item or reasonable grouping of items if acquisition, delivery, and other requirements can be reasonably administered. A Split or Partial Bid Award shall not be used under the following conditions:

- a) When the solicitation is for an integrated system and the split of the award between components or parts of that system would jeopardize performance; or
- b) If the item is part of a system and the performance of that system would be jeopardized if another brand was substituted.

Tie Bids: In the event two or more identical bids are received, the following procedure will be used when the basis of award is low bid:

- a) To the extent permitted by law, a tie Bidder from a registered business within the city limits of Roswell would be recommended to the appropriate approving authority for an award over one without an office in the City. A registered business within the county limits of Fulton County would be recommended to the appropriate approving authority for an award over one without an office in the County. A registered business within the state of Georgia would be recommended to the appropriate approving authority for an award over one without an office in Georgia.
- b) If the procedures in (a) do not result in an award, then, the tie Bidders will be contacted and advised of the tie bid. Bidders will be given the opportunity to provide a best and final offer in writing submitted in a sealed envelope to be opened at the time and place stated by City staff. If one or more of the tied Bidders agrees to participate, award will be made to the new low bid. If none of the tied Bidders agree to participate or if the new bids are tied, then City staff shall break the tie by following the procedures described below, as necessary.
- c) If the procedures in (a) and (b) do not result in an award, then, to the extent permitted by law, a tie Bidder deemed in the City's sole discretion to provide the most environmentally preferable Goods would be recommended to the appropriate approving authority for an award over one deemed environmentally inferior.
- d) In the event the above does not result in an award, the City reserves the right to award to both tie vendors when it is feasible and in the best interest of the City to do so.

Correction or withdrawal of inadvertently erroneous bids is permitted in accordance to the terms indicated within the ITB; however, minor irregularities may be waived by the City. No bid may be withdrawn for a period of one

hundred twenty (120) days after the time scheduled for bid opening or as permissible by State law.

Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids, at the place designated for opening, is considered late. Late bids will be rejected and remain unopened.

Bids will be evaluated based on the evaluation factors set forth in the ITB, which may include criteria to determine acceptability of Goods (for example, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose). **Criteria for the acceptability of Goods shall be used to determine whether particular Goods are responsive to the Invitation to Bids, and not to determine the relative desirability between acceptable Goods.** The City reserves the right to waive any informalities or irregularities of bids, to request clarification of information submitted in any bid, to further negotiate with the Responsive and Responsible Bidder selected for Contract award, or to reject any or all bids for any reason whatsoever.

If no Responsive and Responsible Bids are received or all bids are rejected, the City may procure such Goods and Services by direct negotiation as indicated below in Non-Competitive Procurement of Goods and Services.

The Bid will be awarded, if an award is made, to the Responsible and Responsive Bidder offering the lowest price whose bid meets the requirements and criteria set forth in the ITB. The Bid may require a Contract.

B. Request for Informal Quotes (RFIQ)

Request for Informal Quotes are prepared and issued to prospective Bidders by the Purchasing Division, with the goal of obtaining competitive responses for items costing between \$25,000 and \$75,000 or where below \$25,000 the establishment of a contract is needed for the purchase of a good or service. The RFIQ clearly defines the scope of the work and contains contractual terms and conditions. In most cases, the bid award will be made on best price, but the award may be made in what is determined to be in the best interest of the City. The RFQ may require the submission of bid samples, descriptive literature, and technical data and may require inspection or testing of a product before a final award.

C. Request for Proposals (RFP)

When the Purchasing Agent determines the use of an ITB is not practical or not advantageous because of existing market conditions or the type of items required, the City may procure Goods, Services, or Professional Services through receipt of competitive sealed proposals. Competitive sealed proposals are solicited using an RFP, with the goal of obtaining competitive responses for items costing more than \$75,000.

Public notice of the RFP shall be given in the same manner as the procurement described in section IV, sub-section A of this policy.

Proposals shall be opened publicly by the Purchasing Agent, or their designee, in the presence of one or more witnesses at the time and place designated in the RFP. A register of proposals is prepared that lists each Proposer's name, which will be signed by the opener and the witness.

Correction or withdrawal of proposals is permitted in accordance with instructions contained within the RFP. No proposal may be withdrawn for a period of one hundred twenty (120) days after the time scheduled for proposal opening or as permissible by State law.

Proposals shall be deemed late in the same manner as the procurement described in section IV, sub-section A of this policy.

The RFP will identify the criteria to be considered and evaluated as the basis of award.

Proposals submitted by Responsible and Responsive Proposers are evaluated by a committee, pursuant to the City's procedures, based upon the criteria applicable to the RFP. All proposals (or the most acceptable proposals in the discretion of the committee evaluating proposals) will be ranked in order of their acceptability to the City, giving consideration to the criteria. The City has no obligation to award the Contract to the Proposer who proposes the lowest price.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification of information submitted in any proposal, to further negotiate with a Responsive and Responsible Proposer who has been selected for Contract award, or to reject any or all proposals for any reason whatsoever.

The Contract award will be awarded, if award is made, by the City to the Responsive and Responsible Proposer whose proposal is determined, in the

City's exclusive discretion, to be the most advantageous to the City, taking into consideration price, qualifications, and other factors as indicated in the RFP. The RFP will contain the basis on which the award is to be made.

If no Responsive and Responsible proposals are received or all proposals are rejected, at the direction of the City Administrator, the City may procure such Goods, Services, and Professional Services by direct negotiation as indicated below in Non-Competitive Procurement of Goods and Services.

D. Online Reverse Auction

The City reserves the right to utilize this procurement method when it is advantageous to the City. The process will be specified in the Solicitation Documents.

Quality Based Selections (QBS)

E. Request for Qualifications (RFQ)

Requests for Qualifications (RFQ) may be used when it is determined to be in the City's best interest to evaluate the experience and qualifications of a Service provider, without regard to price or prior to considering price.

The procedure for soliciting, opening and evaluating statements of qualifications shall be the same as described herein for competitive sealed proposals. Service providers whose qualifications meet the criteria established in the Request for Qualifications, at the sole discretion of the City, may be considered for Contract award by participation in the completion of price negotiation. The City shall attempt to negotiate a fee with the highest ranked firm. If no agreement is reached, the City shall begin negotiations with the next highest ranked firm. Negotiations will proceed in this manner until an agreement is reached. Alternatively, the City may, by Direct Negotiation, finalize terms with service providers who are selected for award based on qualifications. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

The RFQ process will be the method of procurement when the professional services exceed \$25,000 and/or the project costs exceed \$1,000,000 for the procurement of services within the scope of architecture, registered interior design, professional engineering, land surveying, and landscape architecture as specified in Section 2.7.17 of the Purchasing Ordinance.

F. Multi-step Solicitation

The City may initiate one of the multi-step solicitation processes described below when: (a) in the City's discretion, it is impractical to prepare an adequate or complete description of the Goods or Services desired (due to insufficient data, uncertain requirements, unfamiliar market options, etc.), (b) the City desires to identify a field of qualified Bidders, Proposers, Goods or Services, out of a broader field of Bidders, Proposers, Goods or Services, or (c) the City believes a multi-step process would best serve its purposes.

1) Consecutive Multi-Step Process:

- a) The City may request statements of qualifications to be evaluated based on the criteria in the RFQ for purposes of identifying one or more desirable or acceptable Goods, Services, or Professional Services or for purposes of identifying a field of qualified or most qualified Bidders or Proposers
- b) After identifying a field of most qualified Bidders or Proposers with the capability of providing the desirable or acceptable Goods, Services, or Professional Services, the City may either follow a Competitive Invitation to Bid (ITB) process or by a Request for Proposal (RFP) process as referenced in the Competitive Procurement Section above among the field of Vendors identified as having the capability to meet the City's requirements for the procurement.

2) Consecutive Multi-Step Process to Award Stand By Purchasing Contracts

A Standby Contract is an agreement between the City of Roswell and an entity performing a professional or technical service. The use of Standby Contracts will be at the discretion of the City Administrator. The contract thresholds are subject to the bidding thresholds established in the City's Purchasing Ordinance. The entities selected through this process are intended to create a pool of qualified vendors to be used on a rotational basis, or with the Informal Procurement Process.

- a) When it is in the best interest of the City to have pre-qualified, Stand By Purchasing Contracts because of the need to provide quick-response, repetitive Services or a range of Services or Professional Services within a specific field of expertise, the City may use Consecutive Multi-Step Procurement Process to identify one or more Stand By Contractors. The purpose is to identify one or more Stand By Contractors that demonstrate

the ability to perform a particular type of Service during a specified Contract period.

- b) Contract award - The multi-step solicitation shall specify the general types of Services required, the selection process to be used, and the selection criteria for award of the Stand by Contract.
- c) Award of a specific scope of work to a Stand By Contractor - During the term of the Stand By Contract(s), specific scopes of work may be developed and awarded to Stand By Contractor(s), by Amendment to such Stand By Contract(s), provided that the specific scope of work is consistent with the general types of Services upon which award of the Continuing Contract(s) was made. On an annual basis the maximum contract amount shall not exceed \$1,000,000 with task order approval through the City Administrator.
- d) Except when the stand by contract is for the procurement of services within the scope of architecture, registered interior design, professional engineering, land surveying or landscape architecture as referenced in Section 2.7.17 of the Purchasing Ordinance and when there is more than one Stand By Contractor available to perform the specific scope of work defined, the process for award of the work is set forth below:
 - i) Work may be rotated during the Contract period between the Stand By Contractor(s) that were selected to perform the general type of Services required; or,
 - ii) Quotations, Bids or proposals may be requested from the prequalified Stand by Contractors that were selected to perform the general type of Services or Professional Services required. The City may select the Stand By Contractor whose quotation, bid, or proposal is deemed to be most advantageous to the City to perform the specific scope of work required.

City Departments shall use the list of approved Stand By Contractors. A user department may choose to either use a rotation or informal bid process as referenced above when using a Standby Contract. The choice of the department will remain in effect for the term of the contract. This procurement strategy should allow vendors fair and consistent access to projects, improve quality of service delivery and generally increase the efficiency and cost-effectiveness of the procurement process. The vendor rotation process shall include the list of the qualified vendors selected through procurement process to perform the work. The department will maintain a list of the qualified vendors and rotate through each vendor on an established basis.

The informal bid process shall include the list of the qualified vendors selected through the procurement process to perform the work. This procurement strategy will require the departments to obtain at least three quotes for work above \$2,500 and below the formal bid threshold.

All qualified vendors should be given equal access to projects, and through transparent monthly reporting a list of projects, vendor(s), awards, and purchase amount shall be maintained. If a vendor declines the project a written record shall be maintained, and the vendor shall be invited the next time the vendor's name is in the rotation.

For the professional stand by contracts, the department head will be responsible for providing the determination of the professional selection.

VI. PROTESTS

A. Submission of Protest

Subject of Protest and Time for Filing a Protest - If a vendor or Bidder is aggrieved by any aspect of a solicitation, the vendor or Bidder can choose to protest in accordance with this section.

Bidders may protest the contract award in connection with the bid/RFP on which the Bidder has submitted a bid/proposal. Any such protest by a Bidder must be filed no later than ten (10) calendar days following the date of the notice to award in order to have the protest considered.

Protests pertaining to events or facts arising during the solicitation process, including but not limited to specifications, must be filed no later than three (3) business days prior to the bid opening or proposal due date in order to have the protest considered.

B. Format of Protest

- The name and address of the Protestor;
- Appropriate identification of the solicitation, and, if a contract has been awarded, its number;
- A statement of reasons for the Protest; and

- Supporting exhibits, evidence, or documents to substantiate any claims unless evidence is not available within the filing time; in which case the expected availability date shall be indicated.

C. Filing a Protest of Bid Procedure

A written statement of protest pertaining to events or facts arising during the solicitation process signed by a company officer, authorized to sign contracts on behalf of the vendor, must be received by the Purchasing Division no later than three (3) calendar days prior to the bid due date. Failure to file a protest by the time required may be deemed a waiver of any grounds the vendor or Bidder has to protest. All inquiries received after the bid award are welcome and will be fully investigated. However, the inquiry will not be considered a formal protest.

D. Filing a Protest of Contract Award

A written statement of protest of contract award signed by a company officer, authorized to sign contracts on behalf of the vendor, must be received by the Purchasing Division no later than ten (10) calendar days following the date of the notice to award or issuance of purchase order. Failure to file a protest by the time required may be deemed a waiver of any grounds the vendor or Bidder has to protest. All inquiries received after the ten (10) day period are welcome and will be fully investigated. However, the inquiry will not be considered a formal protest.

E. Stay of Procurement During Protest

When a Protest pertaining to events or facts arising during the solicitation process, (example: protests concerning specifications and evaluation criteria), has been filed no later than the three (3) business days prior to the bid opening or proposal deadline date, the Purchasing Division shall suspend the award of a contract until a final decision has been issued, unless the Purchasing Division makes a written determination, after consulting with the issuing department, that awarding the contract without delay is necessary to protect the best interests of the City.

When a Protest has been filed in a timely fashion within ten (10) calendar days following the issuance of a contract notice of award, the Purchasing Division shall consult with the department to determine if performance of the contract without delay is necessary to protect the best interests of the City. If it is determined that it is necessary to proceed with a contract without delay, the Bidder/Offeror that

receives the contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract; however, such Bidder/Offeror shall not be entitled to reimbursement for any capital outlay costs, or other up front expenditures incurred in performing the contract.

F. Decision by Purchasing Division

Time for Decisions A recommendation will be made by the Purchasing Division to the City's attorney as expeditiously as possible after receiving all relevant requested information in regard to the Protest filed. After consultation with the City Attorney, the Purchasing Division will notify the bidder in writing of the decision no later than thirty (30) days after all necessary paperwork is filed.

If a Protest is sustained, available remedies may include one of the following:

- a. For a protest sustained prior to an award, modification of the solicitation document, including but not limited to specifications, terms and conditions and evaluation criteria; and extension of the opening date, if appropriate.
- b. For a protest sustained after an award is made, suspension or cancellation of the award, re-evaluation and re-award or re-solicitation with appropriate changes to the new solicitation document.

G. Request for Formal Review

- a. Subject of Request for Formal Review and Time for Filing If a protestor

disagrees with the decision submitted by the Purchasing Division, the protestor must request a formal review of the decision by the Protest Review Committee (consisting of the City's Legal Counsel, Finance Director, and the City Administrator) within three (3) days of receipt of certified letter of the date of the decision. The request for formal review shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying any errors or concerns in the Purchasing Division's decision.

- b. Final Decision The decision of the Protest Review Committee will stand as the City's final decision.

VII. GUIDELINES FOR PROMOTING SUSTAINABILITY THROUGH THE

PURCHASING PROCESS

The City is a significant consumer of goods and services. The City desires to encourage the procurement of sustainable and environmentally preferred products and services. The City of Roswell Mayor and Council have resolved that the city will take an active role to promote the analysis of life cycle costs for products and services to encourage protection of the environment by showing preference for the procurement of sustainable products and services for the use in city operations.

- A. In general, environmentally preferable products and services are those that would reduce negative effects on human health and environment when compared with the competing products and services. More specifically, this comparison would include consideration of all phases of the product's life cycle, including raw materials acquisition, production, manufacturing, packaging, distribution, operation, maintenance and disposal, including potential for reuse or ability to be recycled.
- B. In practice, the objective is to purchase products that have been environmentally certified or eco labeled because they have reduced environmental impact due to the way they are made, used, transported, stored, packaged and disposed. It means looking for products that do not harm human health, are less polluting and that minimize waste, maximize use of bio-based or recycled materials, conserve energy and water, and reduce the consumption of and disposal of hazardous materials.
- C. Reports will be provided to City Council on an annual basis to track the success of the environmentally preferable purchasing program that accounts for life cycle costs and gives preference to products that are recycled, recyclable and otherwise more environmentally friendly than traditional products; purchase Energy Star rated equipment and appliances when possible to do so and, purchase recycled copy, computer, and fax paper with at least thirty (30) percent recycled content whenever the use of the paper makes it possible to do so.

VIII. PROCUREMENT CARD (P-CARD) PROGRAM (Separate Attachment)

IX. SURPLUS DISPOSAL POLICY (Separate Attachment)

X. QUALIFICATIONS BASED SELECTIONS FOR PROJECTS USING FEDERAL

AID HIGHWAY PROGRAM (FAHP) FUNDING (Separate Attachment)

XI. CONTRACT ESTABLISHMENT PROCESS (Separate Attachment)