

***MESA COUNTY PURCHASING POLICIES
& PROCEDURES***

Issued: August 29, 2011

Table of Contents

<u>Topic and Section Number</u>	<u>Page number</u>
<i>1.0 Purpose</i>	<i>3</i>
<i>2.0 Scope</i>	<i>3</i>
<i>3.0 Definitions</i>	<i>3</i>
<i>4.0 Policy/Guidelines</i>	<i>5</i>
<i>4.1 Purchasing Authority</i>	<i>5</i>
<i>4.2 Competitive Selection Requirements & Methods</i>	<i>6</i>
<i>4.3 Exceptions to Competitive Selection Requirements</i>	<i>6</i>
<i>4.4 Entering Into Contracts for Products/Services</i>	<i>8</i>
<i>4.5 Specifications and Scopes of Work</i>	<i>9</i>
<i>4.6 Change Order Policies</i>	<i>10</i>
<i>4.7 Policy for Frequency of Re-Bidding Existing Contracts</i>	<i>12</i>
<i>4.8 Bid Protests, Contract Claims and Remedies</i>	<i>12</i>
<i>4.9 Ethics in Public Contracting</i>	<i>14</i>
<i>4.10 Disposal of Surplus Mesa County Property</i>	<i>16</i>
<i>5.0 Procedures</i>	<i>17</i>
<i>5.1 Purchasing Products of \$2,000 or less (informal bids)</i>	<i>17</i>
<i>5.2 Purchasing Products Greater than \$2,000 but less than \$15,000 (informal bids)</i>	<i>18</i>
<i>5.3 Purchasing Products Greater than \$15,000 (Formal Bids)</i>	<i>19</i>
<i>5.4 Purchasing Process for Services</i>	<i>20</i>
<i>5.5 Competitive Sealed Bidding Methods</i>	<i>21</i>
<i>5.6 Sole Source Procurements</i>	<i>22</i>
<i>5.7 Waiver of Formal RFQ and/or RFP Requirements</i>	<i>23</i>
<i>5.8 Requisition System</i>	<i>23</i>
<i>5.9 Bid Preference for Mesa County Resident Bidder</i>	<i>24</i>
<i>6.0 Revision History</i>	<i>25</i>
<i>7.0 Inquiries</i>	<i>25</i>
<i>Attachment 8.1 Division of Responsibilities Between Mesa County Purchasing Department and Operating Departments</i>	<i>26</i>
<i>Attachment 8.2 Authority and Duties of the Purchasing Dept. Personnel</i>	<i>28</i>
<i>Attachment 8.3 Mesa County Purchasing Card Policy</i>	<i>29 to 37</i>

Mesa County Operating Policy Purchasing	Topic: Mesa County Purchasing Policies and Procedures
	Effective: August 29, 2011
	Issued By: Purchasing and Risk Management Department
	Approved By: Mesa County Board of County Commissioners

1.0 Purpose

The purpose of this Mesa County Purchasing Policy and Procedure section is to provide for the fair and equitable treatment of all persons involved in public purchasing on behalf of Mesa County, to maximize the purchasing value of public funds, and to provide safeguards for maintaining a purchasing system of quality, consistency and integrity.

2.0 Scope

This Purchasing Policy and Procedure applies to purchase orders and purchase authorizations initiated by any County department for the acquisition of materials, supplies, equipment and services as described herein. These policies and procedures shall apply to all expenditures of public funds by any County Department or agency for public purchasing irrespective of the source of the funds. When the purchase involves the expenditure of state or federal assistance or contract funds, the purchase shall be conducted in accordance with any mandatory state or federal laws/regulations that are applicable. Nothing in these policies and procedures shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with the law. If any requirement of these policies and procedures may cause denial of state or federal monies which would otherwise be available, or if any provision is otherwise inconsistent with requirements of state or federal law, that provision shall be suspended, but only to the extent necessary to prevent denial of the monies or to eliminate the inconsistency with state or federal law.

3.0 Definitions

AWARD-The acceptance of a quote or proposal by the execution of a written agreement.

BOCC-Mesa County Board of County Commissioners (acting in any legal capacity) or Mesa County Board of Human Services

BRAND NAME OR EQUAL SPECIFICATION-A bid specification that identifies a particular manufacturer's product by name, trademark, or other identifying numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements and allows vendors to submit equivalent products.

BRAND NAME SPECIFICATION-A bid specification limited to a particular manufacturer's brand name product or trademarked item whereby vendors may only submit bids for the brand name product identified. County efforts to gain efficiencies through

standardizing on certain brand of products justify the use of a brand name specification in a bid solicitation.

CONTRACT-All types of agreements including purchase orders purchase authorizations, professional services agreements and/or procurement card transactions for the acquisition of supplies, services, or equipment.

CONTRACTOR-Any person or company having a contract with Mesa County.

COST REIMBURSEMENT CONTRACT-A contract under which a contractor is reimbursed for actual and allowable costs in accordance with the terms of a Contract. Also referred to as a "Time and Material Contract". Any Contract of this type must have a not-to-exceed value assigned to the Contract.

DIRECT OR INDIRECT PARTICIPATION-Involvement through decision, approval, disapproval, recommendation, preparation of any part of the purchase request, influencing the content of a specification or standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

FINANCIAL INTEREST-Any financial interest held by an individual which is either an ownership interest, a creditor interest in an insolvent business, employment or prospective employment for which negotiations have begun, an ownership interest in real or personal property, a loan or any other debtor interest, or being an officer in a business.

EDEN SYSTEM: The electronic financial system used by Mesa County Departments to track functions related to financial records, purchases, accounts payable, requisitions and assets.

GRATUITIES-A payment, loan subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised.

IMMEDIATE FAMILY-The spouse, parent, grandparent, child, grandchild, brother, sister, either through blood, adoption or marriage, which includes in-law and step relationships.

PORTFOLIO OF PRE-QUALIFIED SUPPLIERS-A list of service providers who have completed an application form, signed standard terms and conditions, maintain current certificates of insurance, and verification of workman's compensation coverage with Mesa County.

PROCUREMENT-The buying, purchasing, renting, leasing, or other acquisition of supplies/services that involve the expenditure of funds or the rendering of any consideration on the part of the County.

PROCUREMENT PROCESS-The series of acts of defining requirements, solicitation of sources, issuing bid documents, source selection, preparation and award of contract, and administration of the contract.

REQUEST FOR INFORMATION (RFI)-A written request for contractors to provide non-proprietary product and/or service information. An RFI is issued by the County for the purposes of allowing contractors an opportunity to make representations concerning products they sell or services they render; without any obligation on the part of the County to purchase such goods or services.

REQUEST FOR PROPOSAL (RFP)-All written documents, whether attached or incorporated by reference, utilized for the solicitation of proposals. An RFP requires a contractor to propose a solution to Mesa County based the contractor's interpretation of the RFP specifications and statement of work.

REQUEST FOR QUOTATION (RFQ)-All written documents, whether attached or incorporated by reference, utilized for the solicitation of quotations.

RESPONSIBLE BIDDER OR OFFEROR-A Company or individual that has the capability in all respects to perform fully the contract requirements. The term "lowest responsible bidder" is any contractor who has bid in compliance with terms, specifications and/or scope of work in the RFQ/RFP and is the lowest bidder.

SCOPE OF WORK (SOW) -Describes the specific service requirements and expectations applicable to a Contractor concerning particular goods and/or services being procured by the County. The SOW identifies responsibilities of both the County and the Contractor.

SERVICES-The furnishing of labor, time, materials, tools and/or equipment by a contractor which involves the delivery of a specific end result related to the performance criteria in the contract.

SPECIFICATION-Any description of the physical or functional characteristics or description of the unique nature of a product or service.

SURPLUS PROPERTY-Any County owned property that is no longer functional (and is beyond repair), has been utilized for a period of time equal to its useful life, and/or is no longer of any use to any County Department.

4.0 Policy/Guideline

The Purchasing Department, on behalf of all County Departments, is responsible for purchasing high quality goods, materials, equipment and services at reasonable cost in a timely manner. The Purchasing Department is responsible for maintaining an open and competitive environment to ensure that all qualified buyers and sellers have access to County business and that all purchasing actions are conducted fairly and impartially in the best interest of Mesa County. Department heads are responsible for determining how to best utilize public funds appropriated to their respective departments by the BOCC.

4.1 Purchasing Authority:

Except as otherwise provided in sections 4.1.1 and 4.3.1 of this policy, the Purchasing Director shall serve as the principal purchasing official for Mesa County, and shall be responsible for the procurement of supplies, equipment, and services in accordance with these policies and procedures.

4.1.1 DELEGATION OF PURCHASING AUTHORITY: The Purchasing Director may delegate purchasing authority to purchase certain items to other County employees and elected officials, if such delegation is deemed necessary for the effective procurement of such items. This Policy recognizes that for the procurement of certain supplies or specialized services, effective management may call for the delegation of procurement authority to other County employees or elected officials that are subject matter experts or possess special knowledge and/or skills that result in such person being qualified to define Mesa County's

requirements or monitor a contractor's performance. The Purchasing Director is responsible for documenting the delegation of Purchasing Authority to County employees.

4.2 Competitive Selection Requirements and Methods:

Except as provided for in section 4.3 of this policy, Mesa County uses the following methods of source selection.

4.2.1 PURCHASES UNDER \$2,000: Pursuant to section 5.1 of this policy, all transactions for *products* with a total price under \$2,000 may be made without competitive bids. Pursuant to section 5.4 of this policy all transactions for *services* with a total price under \$2,000 may be placed with PORTFOLIO suppliers without competitive bids.

4.2.1.1 Colorado statutes 30-11-109 (1) requires the County issue a formal bid (and advertise such bid as "Stationary Supplies" twenty days in advance of the deadline for bids) once a year for supplying all books, stationary, records, printing, lithographing, and other supplies. The Purchasing Department will be responsible for conducting this annual bid process.

4.2.2 PURCHASES BETWEEN \$2,000 AND \$15,000:

Pursuant to section 5.2 of this policy, all transactions for products or services between \$2,000 and \$15,000 must be competitively bid by obtaining competitive pricing from at least three sources.

4.2.2.1 Colorado statute 43-2-209 requires all road and bridge projects over \$5,000.00 to be conducted as a formal bid process with an advertisement published in a local paper 14 days prior to the deadline for bids.

4.2.3 PURCHASES OVER \$15,000:

Pursuant to section 5.3, and except as provided for in section 4.3 of this policy, all transaction for products or services over \$15,000 must be made via a formal written bid and must be advertised.

Note: All thresholds in sections 4.2.1 through 4.2.3 are per a transaction not per an item.

4.3 Exceptions to Competitive Selection Requirements:

Mesa County recognizes that some procurements, by their very nature, do not lend themselves to competitive source selection. Other procurements are authorized by statute. The following list identifies types of expenses which are exempt from competitive source selection:

4.3.1 EMERGENCY PROCUREMENTS: Notwithstanding any other provisions of this Policy and Procedure, the Purchasing Director may make or authorize others to make emergency procurements of products, services, or construction items when there exists a threat to public health, welfare, or safety, provided that such emergency procurement shall be made with such competition

as is practical under the circumstances.

- 4.3.2 **ADVERTISING:** Advertisements placed in newspapers (i.e. quotations, public meetings, legal notices, etc.) to meet obligations under Colorado Statutes concerning legal and/or public notices. This exception applies to all public notices by Mesa County Departments that are initiated for the purposes of increasing public awareness of services offered by the County.
- 4.3.3 **ALLOCATIONS TO OUTSIDE GOVERNMENTAL AGENCIES:** Agreements that facilitate payments (or reimbursements) between governmental agencies and Mesa County for which an appropriation was determined by budget hearings whether conveyed under contract, grant or other means, and whether or not Mesa County receives goods, services, or other values there under. (i.e. emergency search & rescues, cities, counties, public education institutions, etc.)
- 4.3.4 **AUTO MILEAGE AND PERSONAL REIMBURSEMENTS:** Reimbursements to county employees or individuals for expenses paid out of pocket. Mileage will be reimbursed at the current rate per mile for authorized travel and per diem rates while on County business as stated in the Mesa County Personnel Manual.
- 4.3.5 **DUES, MEETINGS, AND MISCELLANEOUS TRAVEL EXPENSES:** Dues to organizations, registration fees for seminars or conventions, and expenses incurred while attending seminars or conventions such as food, cab fare, etc.
- 4.3.6 **EDUCATION AND TRAINING EXPENSES:** Fees paid to organizations for training of Mesa County employees.
- 4.3.7 **EXPERT WITNESSES:** Expert witnesses called by the County Attorney, District Attorney, or Sheriff.
- 4.3.8 **RENT PAYMENTS:** Regular rental/lease payments for equipment, buildings, vehicles, etc. which are set by a properly negotiated contract.
- 4.3.9 **TELEPHONE:** Regular telephone bills.
- 4.3.10 **TRANSCRIPTS:** Transcripts for the District Attorney, County Attorney, or other County offices.
- 4.3.11 **UTILITY BILLS:** Regular charges for electrical, water, natural gas, and sewer services that are regulated by pricing schedules controlled through the Colorado Public Utilities Commission or other governmental entity.
- 4.3.12 **LICENSED PROFESSIONALS:** Short term contracts (less than one year) with licensed professionals such as attorneys, engineers, architects, medical professionals, etc.
- 4.3.13 **INTERGOVERNMENTAL AGREEMENTS:** Agreements to receive specific services from other government entities that are qualified to provide the services required.
- 4.3.14 **PURCHASE AND PAYMENTS FOR CLIENT SERVICES BY THE DEPARTMENT OF HUMAN SERVICES:** Payments by Department of Human Services personnel that are made directly to or are made on behalf of the clients of Human Services for such items as transportation, medications, medical exams, psychological examinations, physical abuse exams, birth certificates, drug testing, DNA testing or other expenditures related to case services.

4.3.15 PERISHABLE ITEMS: Items such as medicines, vaccines and food products that have a limited useful shelf life or is time and/or date marked.

4.4 Entering Into Contracts for Products or Services:

Except as provided for in this policy, the Purchasing Director is authorized to issue contracts for the purchase of goods and services not exceeding \$50,000. The Purchasing Director may issue service contracts through a purchase order for a scope of work that exceeds \$25,000.00 but is less than \$50,000.00 after obtaining written approval from the Risk Management Dept. and the Budget Dept. Service efforts that exceeds \$50,000.00 must be initiated through the use of a professional services contract and submitted to the BOCC for approval.

4.4.1 DELEGATION OF CONTRACT AUTHORITY: The Director of Facilities & Parks, the Director of the Mesa County Health Department, the Public Works Director, and the Director of Human Services have authority granted to them by the Board of County Commissioners to enter into and execute construction, repair/maintenance, architect-engineer, services of licensed professionals, and/or land surveying contracts in the amount not greater than \$25,000. These types of Contracts greater than \$25,000 but less than \$50,000 must have written approval of the Purchasing Director. Contracts of this type that exceed \$50,000 must have approval from the BOCC. For the placement of service contracts by County personnel specifically named in this paragraph, such Contracts must be prepared in a manner to include the County's standard contractual terms and must have required certificates of insurance on hand in the Risk Management Department. Any County personnel preparing a Contract as contemplated in this paragraph must forward a fully executed copy of the resulting Contract (with any attachments), a copy of quotations received, and cognizant Certificates of Insurance to the Purchasing Department.

4.4.2 ADDITIONAL AUTHORIZATION REQUIREMENTS FOR THE PURCHASE OF PRODUCTS OR SERVICES: All service contracts issued must be reviewed by the Risk Management Department to assure that the Contractor has provided adequate proof of insurance to maximize the transfer of risk to the Contractor. The Risk Management Department will retain a copy of all Certificates of Insurance from Contractors awarded service purchase orders.

The following transactions require the approval or review of the persons indicated:

SUBJECT AREA	APPROVAL AUTHORITY
Computer related items	Information Management Department (IT) shall review for compliance with Mesa County technical architecture. Computer purchases for the Dept. of Human Services shall be reviewed by Computer Automation Technical Services (CATS); all other County Departments to be reviewed by IT.
Contracts other than purchase orders (over \$50,000)	Risk Manager, Finance Department, County Attorney and BOCC
Insurance	Risk Manager, County Attorney and BOCC
Real Estate Leases, rentals, and maintenance agreements over 12 months in duration	Facilities and Parks, Risk Manager, Finance Department, County Attorney and BOCC
Leasehold improvements, repair/maintenance of buildings, moving or remodeling	Facilities and Parks
Legal	County Attorney
Any Purchase Order for goods or services between \$25,000 and \$50,000	Purchasing Director
Any Purchase Order for goods over \$50,000	Finance Department and BOCC

4.4.3 RESPONSIBILITY OF BIDDERS AND OFFERORS AND THE DETERMINATION OF NONRESPONSIBILITY: If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the Purchasing Director. A copy of the determination shall be sent promptly to the nonresponsible bidder or offeror. The final determination shall be made part of the contract file and be made a public record.

4.4.4 COST OR PRICE ANALYSIS: A cost analysis or a price analysis, as appropriate, shall be conducted prior to the award of the contract by the Purchasing Department. Mesa County will use the cost/price analysis to negotiate an acceptable contract prior to the award of a bid, accept an offer as submitted, or to determine not to proceed with a contract.

4.5 Specifications and Scopes of Work

All specifications and scopes of work shall be prepared and drafted in a manner to promote overall economy for the purposes intended, encourage & maximize

competition in satisfying Mesa County's requirements, and shall not be overly restrictive. In preparing specifications and/or scopes of work, Mesa County reserves the right to include levels of product functionality (including reference to standardized products), product performance requirements, and levels of professional experience/qualifications that are determined to be in the best interests of the County. This policy applies to all specifications and scopes of work prepared by County personnel or third party Contractors.

4.5.1 SPECIFICATIONS: A Brand Name or equal specifications may be used in a bid document when the Purchasing Director or a County Department determines in writing that:

- No other design or performance specification or qualified products list is available;
- Time does not permit the preparation of another form of product description, not including a brand name specification;
- The nature of the product or the nature of Mesa County's requirements makes use of a brand name or equal specification suitable for the procurement;
- Use of a brand name or equal specification is in Mesa County's best interest due to such concerns as standardization or compatibility with existing products used by other County departments, compatibility with equipment of other local government entities, and/or availability of maintenance support in Mesa County for the particular product.

4.5.2 NONRESTRICTIVE USE OF BRAND NAME OR EQUAL SPECIFICATION: Where a brand name or equal specification is used in a bid document, the bid document shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

4.5.3 SCOPE OF WORK: The Scope of Work describes the specific requirements applicable to a particular product of service that is to be procured by Mesa County. The purpose of a SOW is to provide potential Contractors with a clear, accurate, and complete description of the work to be performed including inspections, expectations, test and acceptance, quality, support services required, critical time line definitions, data/documentation required, and other necessary requirements. The SOW is incorporated into a bid document and in the contract between the Contractor and the County which results from a bid process. The scope of work in the resulting Contract should (at a minimum) define what the County expects from the Contractor **and** what the Contractor will expect from the County.

4.6 CHANGE ORDER POLICY FOR PROFESSIONAL SERVICES AND CAPITAL CONSTRUCTION CONTRACTS:

All Professional Services Contracts shall contain a defined procedure in which to document any change to the scope of work resulting in an increase or decrease in the scope of work and/or contract price. In all cases the Contract Administrator identified in the Professional Services Contract shall be responsible for documenting the change in the Scope of Work and any resulting changes (either increases or decreases) in the contract value. All Capital Construction Contracts

shall contain instructions and appropriate sample forms which define the manner in which changes to the scope of work are documented between Mesa County and the Contractor. All changes to the scope of work must be documented in the manner defined in the associated Contract regardless of whether the associated change in the scope of work increases or decreases the associated Contract price at the time the change is documented

4.6.1 In all cases the Mesa County employee identified in the Professional Services Contract or Capital Construction Contract as the Contract Administrator shall have full authority to initiate and approve changes that decrease the scope of work and/or contract price.

4.6.2 In the event the proposed changes to a Professional Services Contract increases the scope of work and/or contract price, the Mesa County Contract Administrator identified in the Contract may incorporate the changes except for the following situations described 4.6.2.1 for professional service contracts and section 4.6.2.2 for Capital Construction Contracts.

4.6.2.1 The BOCC must be briefed at Public Hearing by the Contract Administrator for any individual Change Order or combination of several Change Orders to a BOCC approved Professional Services Contract that exceeds 10% or \$50,000.00 (which ever is the lesser amount) of the initial Contract Value as originally approved by the BOCC. The BOCC must approve the proposed change prior to any work beginning on any tasks associated with the current Change Order under consideration. The BOCC must be briefed at public hearing by the Contract Administrator and the BOCC must provide approval prior to incorporating any additional task to the scope of work that is clearly outside the original scope of work of a BOCC approved Professional Services Contract. In the event the BOCC does not provide the necessary approvals for the increases in the scope of work as cited above, the additional work will either:

- not be authorized by Mesa County; or
- the additional scope of work may be subjected to a competitive formal bid process on a stand alone basis.

4.6.2.2 The BOCC must be briefed at public hearing by the Contract Administrator and the BOCC must grant approval for any individual change order or the combination of several change orders to a BOCC approved Capital Construction Project that:

- a) Exceeds an increase of twenty-five percent (25%) for Capital Construction Contracts with an original value from \$50,000 to \$400,000; or
- b) Exceeds an increase of ten percent (10%) or \$250,000 (whichever is the lesser amount) for Capital Construction Contracts with an original value that exceeds \$400,000.

The BOCC must approve the proposed change prior to work beginning on any of the tasks associated with the current Change Order under consideration. The BOCC must be briefed at public hearing by the Contract Administrator and BOCC must provide approval prior to

incorporating any additional task to the scope of work that is clearly outside the original scope of a BOCC approved Capital Construction Contract. In the event the BOCC does not provide the necessary approvals for increases in the scope of work as cited above, the additional work will either:

- not be authorized by Mesa County; or
- the additional scope of work may be subjected to a competitive formal bid process on a stand alone basis.

4.6.3 EXCEPTIONS TO THE CHANGE ORDER POLICIES: In the event the Change Order Policies and Procedures cited above do not serve the best interests of Mesa County for a specific Contract, a Contract Administrator may propose to the BOCC an alternative Change Order Policy and Procedure that modifies the policies cited in sections 4.6.2.1 and 4.6.2.2. for an individual Contract submitted to the BOCC for approval. An alternative Change Order Policy if approved by the BOCC for a specific Contract, shall only apply to such specific Contract approved by the BOCC and shall not, in any manner, supersede the Change Order Policy provisions in sections 4.6.2.1 and 4.6.2.2.

4.7 Policy for the Frequency of Re-Bidding Existing Professional Services Contracts:

The following guidelines should be used for Mesa County Departments to determine whether an existing professional service contract should be re-bid or extended.

4.7.1 A Professional Services Contract that has been in place for thirty-six (36) consecutive months or more shall not be renewed. The scope of work and specification must be submitted to a formal bid process. The total duration of a Professional Services Contract including the initial term and all available "options to extend" clauses (if exercised) shall not exceed 36 consecutive months unless specifically approved by the BOCC.

4.7.2 Professional Services Contracts shall never contain evergreen clauses which allow a contract to be automatically extended without any type of action by or formal written consent from Mesa County to extend the Contract.

4.7.3 Professional Services Contracts that are considered to be exceptions to this policy would be:

- Long term agreements with other government entities;
- Licensing Agreements;
- Any type of Contract resulting from a formal bid in which the requesting County Department has obtained permission from the County Administrator and/or the BOCC to include in the bid document a declaration by the County that the resulting contract would exceed 36 months; or;
- as agreed to by the County Administrator and the Board of County Commissioners.

4.8 Bid Protests, Contract Claims and Remedies:

Any bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Mesa County Board of Commissioners. Protestors are urged to seek resolution of their complaints initially with the Purchasing Director. A protest with respect to a request for quotation, or request for proposal shall be submitted in writing prior to the opening of solicitations or the closing date of

solicitations, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date of proposals. The protest shall be submitted within seven working days after such aggrieved person knows or should have known of the facts giving rise thereto. In the event of a timely protest, the Purchasing Director shall call the matter to the County Administrator and Mesa County Board of Commissioner's attention immediately and ask for a determination of whether it is necessary to delay or to go forward on the project despite the objection.

4.8.1 SUPPLY CONTRACT CLAIMS: All claims by a contractor against Mesa County relating to a supply contract, except bid protests, shall be submitted in writing to the Purchasing Director for a decision. The contractor may request a conference with the Purchasing Director on the claim. Claims include, without limitation, disputes arising under a supply contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or cancellation.

4.8.1.1 Notice to the Contractor of the Purchasing Director's Decision: The decision of the Purchasing Director shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of their rights under paragraph 4.8.1.2 immediately below.

4.8.1.2 Finality of the Purchasing Director's Decision; Contractor's Right to Appeal: The Purchasing Director's decision shall be final and conclusive unless, within seven working days from the date of the receipt of the Purchasing Director's decision, the contractor mails or otherwise delivers a written appeal to the BOCC.

4.8.1.3 Failure to Render Timely Decision: If the Purchasing Director does not issue a written decision regarding any contract controversy within twenty (20) working days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

4.8.2 AUTHORITY OF THE PURCHASING DIRECTOR TO SETTLE BID PROTESTS AND CONTRACT CLAIMS: The Purchasing Director is authorized to settle any protest regarding the solicitation or award of a Mesa County supply contract, or any claim arising out of the performance of a Mesa County supply contract, prior to an appeal to the BOCC or the commencement of an action in a court of competent jurisdiction.

4.8.3 REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW:

4.8.3.1 Prior to Bid Opening or Closing Date for Receipt of Proposals: If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Director determines that a solicitation is in violation of state or federal law, then the solicitation or proposed award shall be canceled or revised to comply with applicable law.

4.8.3.2 Prior to Award: If after a bid opening or the closing date for receipt of Proposals, the Purchasing Director determines that a solicitation or a proposed award of a contract is in violation of federal or state law, then the solicitation or proposed award of a contract shall be canceled.

4.8.3.3 After Award: If, after an award, the Purchasing Director determines that a solicitation or award of a contract was in violation of applicable law, then the contract is void.

4.8.4 REPORTING OF ANTICOMPETITIVE PRACTICES: When for any reason collusion or other anticompetitive practices are suspected among bidders or offerors, a notice of the relevant facts shall be transmitted to the Mesa County Attorney's Office, Colorado Attorney General and the Mesa County District Attorney.

4.9 Ethics in Public Contracting:

To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the Colorado Criminal Code they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this part. Criminal, civil, and administrative sanctions against employees and nonemployees which are in existence on the effective date of this policy shall not be impaired.

4.9.1 EMPLOYEE CONFLICT OF INTEREST: It shall be unethical for any Mesa County employee to participate directly or indirectly in a procurement contract when the Mesa County employee knows that:

4.9.1.1 The Mesa County employee or any member of the Mesa County employee's immediate family has a financial interest pertaining to the procurement contract; or

4.9.1.2 Any other person, business, or organization with whom the Mesa County employee or any member of a Mesa County employee's immediately family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract. A Mesa County employee or any member of a Mesa County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest. A Mesa County employee or any member of a Mesa County employee's immediate family who owns a minority ownership interest in a publicly traded company shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, unless the combined ownership interests of the Mesa County employee and the immediate family in the publicly traded company represent a majority interest in such publicly traded company.

4.9.2 GRATUITIES AND KICKBACKS: It shall be unethical for any person to offer, give, or agree to give any Mesa County employee, or for any Mesa County employee to solicit, demand, accept, or agree to accept from another person, a gift or gratuity of any

pecuniary benefit, a substantial economic benefit tantamount to a gift of any pecuniary benefit 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 thereof.

4.9.2.1 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.

4.9.2.2 Contract Clause: The prohibition against gratuities and kickbacks prescribed in the two preceding paragraphs shall be conspicuously set forth in every contract and solicitation thereof.

4.9.3 CONTEMPORANEOUS EMPLOYMENT PROHIBITED: It shall be prohibited for any Mesa County employee who is participating directly or indirectly in the procurement process to become or to be, while such a Mesa County employee, the employee of any other person contracting with Mesa County.

4.9.4 WAIVERS FROM CONTEMPORANEOUS EMPLOYMENT PROHIBITION AND OTHER CONFLICTS OF INTEREST: The Mesa County Administrator may grant a waiver from the employee conflict of interest provisions (section 4.9.1) or the employee contemporaneous employment section (section 4.9.3) upon making a determination that:

- The contemporaneous employment or financial interest of the Mesa County employee has been disclosed;
- The Mesa County employee will be able to perform his/her procurement functions without actual or apparent bias or favoritism; and
- The award will be in the best interests of Mesa County.

4.9.5 USE OF CONFIDENTIAL INFORMATION: It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

4.9.6 RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS The value of anything transferred or received in breach of the ethical standards of this policy by a Mesa County employee or a nonemployee may be recovered from both a Mesa County employee and nonemployee.

4.9.6.1 Recovery of Kickbacks by Mesa County: Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order

there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by Mesa County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

4.9.6.2 Contract Clause: The provisions prescribed in the preceding two paragraphs shall be conspicuously set forth in every contract and solicitation thereof.

4.10 Disposal of Surplus Mesa County Property:

The Purchasing Director shall have the authority to determine the disposition of all surplus property except for:

- a) Property seized by the Sheriff's Office or property for which has come into the possession of the Sheriff's Office. These items may be disposed of in accordance with policies maintained by the Mesa County Sheriff.
- b) Computer related equipment that is no longer of practical use to the County but has some salvageable value, these surplus computer items may be donated directly to public school districts of Mesa County as defined in the "Resolution Adopting Policy for Salvageable Computer Equipment" and is the responsibility of the Mesa County Information Management Division or as approved by the BOCC.
- c) For any type of office equipment items (other than computer items) that are of no practical use to any County Department and has salvageable value of less than \$2,000.00, the Purchasing Director is permitted to make such items available to any Mesa County based #501.3(c) non-profit organization.

4.10.1 TRANSFER OF SURPLUS PROPERTY: The Purchasing Director may transfer property no longer needed in one County department to another department in lieu of filling requisitions for the purchase of new or additional stock of the same or similar items. Such transfers shall be coordinated with the Finance Department for the purposes of proper asset management.

4.10.2 SALE OF SURPLUS SUPPLIES: The Purchasing Director may sell supplies which cannot be used by any department or the Purchasing Director may exchange or trade in such supplies as part or full payment for the purchase of new supplies. Funds received from the sale of surplus property will be credited back to the same fund in which the property originated. The Purchasing Director may sell at salvage value any supplies which cannot be used by any Mesa County department and have been determined to have no value to Mesa County or the public. In the event attempts to sell surplus County owned property at public auction or through the submission of sealed bids results in no monetary offers, the Purchasing Director may negotiate a sale. County property that in the written judgment of the Purchasing Director is determined to be beyond repair, obsolete, or of no useful value shall be considered to be junk and may be disposed of in the practical manner. Mesa County employees may bid on surplus County owned property disposed of through a sealed bid

process or sold through a public auction. County employees may not purchase any surplus County property through a negotiated sale of any type.

- 4.10.3 SALE OF ASSETS VALUED UNDER \$5,000.00:** A total sale (representing a single transaction of one or more items) estimated to be under \$5,000.00 shall be made by informal procedures determined by the Purchasing Director to achieve the maximum financial benefit to Mesa County.
- 4.10.4 SALES OF ASSETS VALUED \$5,000.00 OR MORE:** A total sale (representing a single transaction of one or more items) of surplus property in estimated amounts of \$5,000 or more shall be formally advertised, sealed bids shall be taken, and the bids received shall be submitted to the Purchasing Director for award. Sale by public auction may be used in lieu of sealed bids.
- 4.10.5 DISPOSAL OF SALVAGEABLE COMPUTER EQUIPMENT:** The disposal of salvageable computer equipment shall be coordinated by the Mesa County Information Management Department and shall be conducted as described in Mesa County resolution #MCM 2003-034.
- 4.10.6 RETURNS:** Nothing contained herein shall be construed to prohibit the return of unused supplies which are surplus to the requirements of Mesa County. Unused supplies may be returned to the original supplier with or without a restocking fee if this method of disposal will result in higher benefit to Mesa County.

5.0 Procedures

Sections 5.1, 5.2 and 5.3 describe the purchasing process for *products*. The purchasing process for *services* of less than \$50,000.00 in value is defined in section 5.4.

- 5.1 PURCHASING PRODUCTS OF \$2,000.00 OR LESS (INFORMAL BIDS):** Pursuant to section 4.2.1 of this policy, purchases of *products* with a value less than \$2,000 may be made without a competitive bid per sections 5.1.1 through 5.1.2 below. This \$2,000.00 limit is a transaction limit, not an item limit and County employees delegated purchasing authority should do whatever is practical to encourage competitive pricing from multiple sources

5.1.1 TWO METHODS TO ORDER ITEMS LESS THAN \$2,000: A County department may order supplies on its own behalf by dealing directly with the vendor using a procurement card assigned to an individual within such department; or a County Department may request the Purchasing Department to purchase items on its behalf by requisitioning them as set forth in section 5.8 of this policy.

5.1.2 PAYMENT FOR ITEMS \$2,000.00 OR LESS: Payment may be made through the use of a Procurement Card issued through the Purchasing Department. All purchases by departments using a Procurement Card

shall be done in accordance with the attached Mesa County Purchasing Card Policy.

5.1.2.1 At the option of the County Department, you may enter Purchase Orders into the Eden system and process invoices through the automated PO system. It is the responsibility of the department loading purchase order detail to charge the proper departmental account coding. The Purchasing Department is responsible for assigning access to the Purchase Order portion of the Eden System and coordinating associated training of County personnel.

5.1.2.1.1 The Department of Human Services does not use FINS and is responsible for developing and implementing its own requisition system pursuant to this purchasing policy.

5.2 PURCHASING PRODUCTS GREATER THAN \$2,000.00 BUT LESS THAN \$15,000.00 (Informal bids):

Purchases between \$2,000.00 and \$15,000.00 require competitive pricing from at least 3 sources pursuant to sections 4.2.2 and 5.2.1 of this policy. The competitive pricing may be obtained by the County Department or by the Purchasing Department. Pricing offered by different sources should be documented by the County Department as specified in section 5.2.1 and supported by written quotations from vendors when practical.

5.2.1 MINIMUM DOCUMENTATION REQUIRED TO SUPPORT PURCHASES BETWEEN \$2,000 AND \$15,000:

These guidelines apply to Products that are commercially available from several manufacturers and/or distributors and there are not any specialized functional requirements above those requirements stated in the manufacturer's published non-proprietary product literature.

5.2.1.1 Solicit and document at least three (03) quotes. Written specifications are encouraged to be developed by the County and furnished to potential bidders, however the solicitation of verbal quotes is acceptable in the absence of any specialized or other complicated functional requirements that require detailed written explanations.

5.2.1.2 In the event verbal quotations are initiated, the County employee soliciting quotes *must* document the name and telephone number of the business contacted, the point of contact, and summarize the pricing and availability quoted.

5.2.1.3 For purposes of receiving quotes, under no circumstances shall a "nobid" be considered a quotation for the purposes of meeting the obligations of receiving 3 quotes. The Purchasing Director may waive the requirement for 3 quotes after review of the circumstances involved with a particular procurement.

5.2.1.4 Upon meeting the requirements of items 1 to 3 immediately above, a Purchase Order may be placed by either the Purchasing Department or by the County Department that initiated the quotation process.

5.2.2 USE OF REQUISITION SYSTEM: County Departments have the option of requesting the Purchasing Department to solicit quotations and procure such items by utilizing the Eden requisition system. This can be done by requisitioning the items as identified in section 5.8 of this policy.

5.2.3 EXCEPTIONS: Pursuant to section 4.2.1.1 of this policy the purchasing department will conduct an annual bid for supplying all books, stationary, records, printing, lithographing, and other supplies. Pursuant to section 4.2.2.1 of this policy all road and bridge projects over \$5,000.00 are to be conducted as a formal bid process with an advertisement published in a local paper 14 days prior to the deadline for bids.

5.3 PURCHASING PRODUCTS GREATER THAN \$15,000.00 (FORMAL BIDS): The term "Formal Bid" is used to identify the acquisition of products that are anticipated to cost in excess of \$15,000 through written RFQ's or RFP's. The difference between a formal bid and an informal bid is that a formal bid must be in writing and must be publicly advertised in a local newspaper. The only exception to placing legal advertisements for anticipated service Contracts between \$15,000 and \$25,000 is defined in section 5.4.1 herein.

5.3.1 THE ROLE OF THE PURCHASING DEPARTMENT: The issuing of a formal RFQ or RFP is best accomplished by a cooperative effort between County Departments and the Purchasing Department. The responsibilities of a formal bid process are outlined in the table below:

WHAT TO DO	WHO DOES IT
Notify the Purchasing Dept. of a formal bid	County Dept.
Determine needs & develop specification	County Dept. &/or Purchasing Dept.
Prepare Bid Document	County Dept. &/or Purchasing Dept.
Advertise Bid	County Dept. &/or Purchasing Dept.
Bid Opening	County Dept. &/or Purchasing Dept.
Bids are analyzed	County Dept. &/or Purchasing Dept.
Make Award recommendations	County Dept. &/or Purchasing Dept.
Issue Purchase Order &/or seek BOCC Approval	County Dept. &/or Purchasing Dept.
Encumber Funds, Receive Goods & Process Invoice(s)	County Dept. &/or Purchasing Dept.
Notify Unsuccessful Vendors	County Dept. &/or Purchasing Dept.

5.3.2 Documentation: The Purchasing Department or the County Department will maintain a formal bid procurement file. Each formal bid file will contain a copy of the bid document, a list of the vendors who received the solicitation, a copy of the advertisement, copies of the bids received from potential vendors, and a bid analysis sheet that justifies the selection process. All purchase orders that exceed \$25,000.00 must be in writing and signed by the Purchasing Director and an acknowledgment

NOTE: The description of the types of product purchases outlined in sections 5.1 and 5.2 above are considered "informal bids." The types of purchases described in 5.3 are considered "formal bids."

5.4 Purchasing Process for Services: The Purchasing Department maintains a PORTFOLIO of local service providers that have agreed to standard terms and conditions, maintained verification of required insurance requirements, compliance with Colorado Workman's Compensation requirements, and provided professional references and/or professional certifications (if applicable). The purpose of this PORTFOLIO is to maintain a "pool" of pre-qualified service providers in designated service categories. Service providers listed in the PORTFOLIO can then be contacted for the purposes of obtaining quotations by any County Department to provide services through the issuance of a Purchase Order by the Purchasing Department or by County personnel identified in section 4.4.3 in accordance with the guidelines cited herein.

5.4.1 RESPONSIBILITIES FOR THE ISSUANCE OF PURCHASE ORDERS TO SUPPLIERS IN THE PORTFOLIO:

Any service effort of less than \$2,000.00 in value does not require a competitive bid when placed with a supplier listed in the PORTFOLIO. Any potential scope of work that exceeds \$2,000.00 in value, but less than \$25,000.00 requires a quotation from at least three (03) pre-qualified suppliers listed in the PORTFOLIO. In the event there are less than three pre-qualified suppliers in a specific service category, your department or the Purchasing Department is required to obtain bids from the one (01) or two (02) suppliers listed in the PORTFOLIO. Quotations received will be documented by the County employee making the inquiries in the form of a telephone log sheet of quotes received or receiving written quotations from the suppliers contacted. In the event a service effort is estimated to exceed \$25,000.00 in value, the requesting County Department must publicly advertise the requirement, prepare a written bid document, and obtain written responses from suppliers as described in the formal bid requirements in section 5.3 herein. Any County personnel placing a Contract as allowed in this paragraph shall verify with the Purchasing Department that the certificates of insurance are current with the selected service provider prior to formal placement of the Contract.

5.4.1.1 Issuing Purchase Orders For Service Efforts: Except for the Mesa County Department Directors referenced in section 4.4.3, the Purchasing Department is the only County Department that is authorized to initiate and issue purchase orders for service efforts. The Purchasing Department will prepare a purchase order document for the vendor to acknowledge the terms of the services between the supplier and Mesa County. The requesting County Department will be responsible for providing proper account coding to the Purchasing Department prior to the issuance of a purchase order. The purchase order will serve as the Contract document

and this purchase order must be signed by the Purchasing Director and acknowledged by the supplier prior to the commencement of any work under the terms of the contract.

5.4.1.1.1 DHS issues and approves its own purchase orders using the Blackbaud finance system.

5.4.2 **MAINTENANCE OF THE PORTFOLIO OF PRE-QUALIFIED**

SUPPLIERS: The Purchasing Department is responsible for maintaining current data on suppliers listed in the PORTFOLIO. A revised copy of the PORTFOLIO will be distributed to department directors and elected officials on a quarterly basis by the Purchasing Department. Contact the Purchasing Department to obtain a current PORTFOLIO. Any County Department that is contacted by a service provider that desires to be a Pre-Qualified Supplier in the PORTFOLIO should direct the interested party to the Purchasing Department.

5.5 Competitive Sealed Bidding Methods: All contracts/purchase orders issued by Mesa County that require competitive bids pursuant to sections 4.2, 4.3, 5.3 and 5.4 shall be awarded by a competitive sealed bid according to sections 5.5.1 through 5.7 of this policy.

5.5.1 **REQUEST FOR QUOTATION (RFQ):** When these written documents are issued by Mesa County, they shall include specifications, scope of work (if applicable), insurance/bonding requirements, and all contractual terms & conditions applicable to the procurement.

5.5.1.1 **Public Notice:** Adequate public notice through advertisement in newspapers of general circulation or other publications shall be given at a reasonable time to allow all potential suppliers an opportunity to respond to the respective RFQ document. Public notices for construction work must be published fourteen (14) days prior to the date set forth for the opening of such RFQ. Such public notice shall state the place, date, and time of the RFQ opening. A public notice as defined in this paragraph is required for any procurement for goods or services that exceed \$15,000.00 in value, except as noted in sections 4.2.1.1, 4.2.2.1 and 4.3 of this policy.

5.5.1.2 **RFQ Opening:** Responses to RFQ's shall be publicly opened in the presence of one or more witnesses at the time and place designated in the RFQ document. The amount of each quote and other relevant information as deemed appropriate by the County Department conducting the RFQ opening shall be recorded. This record as well as each quote received shall be available for public inspection. Quotations submitted by fax or other electronic media are considered to be sealed bids if the RFQ document permits such submittals. Such electronically submitted quotations shall be presented at the time and place of the RFQ opening and given equal consideration to the sealed responses to the RFQ.

5.5.1.3 **Quotation Acceptance and Evaluation:** All quotes shall be unconditionally accepted without alteration or correction, except as specifically authorized elsewhere in this Policy and Procedure. Quotes shall be evaluated based on the requirements set forth in the individual

RFQ document which may include consideration for such factors as: inspection, standardization, testing, references, quality, price, workmanship, delivery, functionality, and suitability for a particular purpose. Potential suppliers responding to a RFQ may be contacted by the Purchasing Division prior to award, for the purposes of obtaining clarification to assure a full understanding of, and conformance to the RFQ requirements. The County can only use information submitted as a part of the suppliers RFQ response to evaluate the merits of the quotation submitted.

5.5.1.4 Withdrawal of Quotations: Withdrawal of quotation by a supplier may be permitted (up to the time of award) if the supplier provides a written request to withdraw a quote or if the supplier submits written proof that clearly and convincingly demonstrates that an error was made.

5.5.1.5 Award: Any contract/purchase order shall be awarded with reasonable promptness by appropriate notice to the lowest responsible and responsive supplier. In the event that all quotes received exceed available funds, as certified by the appropriate County fiscal officer, the Purchasing Director is authorized in situations where time or economic considerations preclude the re-solicitation of bids, to attempt to negotiate an adjustment of the price quoted by the lowest responsive bidder.

5.5.2 COMPETITIVE SEALED PROPOSALS: This refers to formal bids issued as Request for Proposals (RFP). The source selection process for RFP's is the same as identified for competitive sealed bidding for RFQ's with two (02) exceptions. (1) The register that is prepared, containing information on the proposals received and other associated information, shall not be disclosed until after award of the contract. (2) The identity of competing offerors and associated information derived from their RFP responses shall not be disclosed to any competing RFP respondent prior to award of the contract. After award of a contract, all information received from all vendors who responded to the RFP shall be considered public information and shall be made available for public review from any concerned citizen. (see section 1c herein)

5.5.3 CANCELLATION OF REQUESTS FOR QUOTATIONS OR REQUEST FOR PROPOSALS: A Request for Quotation, Request for Proposal or other type of solicitation initiated by Mesa County may be canceled, or a solicitation response by a vendor may be rejected in whole or in part as specifically identified in the solicitation document **or** when it is in the best interest of Mesa County. Each solicitation issued by Mesa County shall state that the solicitation may be cancelled and that any response to a solicitation issued by Mesa County may be rejected in whole or in part when in the best interest of Mesa County.

5.6 SOLE SOURCE PROCUREMENTS: A purchase order or a contract may be awarded without competition when the Purchasing Director determines, after conducting a good faith review of available sources, that there is only one source for the required product, service, or construction item. The Purchasing Director with the assistance from the Director of a using agency shall conduct negotiations, as appropriate, as to price, delivery, and other terms and conditions.

5.7 WAIVER OF FORMAL RFQ AND/OR RFP REQUIREMENTS: RFQ and RFP

Requirements outlined in this policy and procedures may be waived by the Purchasing Director when the same or similar supply or service has been put out to bid by Mesa County (or other Government entities within Mesa County) within the last six (06) months. A Formal Bid process may be waived by the Purchasing Director upon a determination that the RFQ and/or RFP requirements would cause undue delay or hardship for a County Department, a delay contributes to a hazard to public safety, and/or such waiver is deemed to be in the best interest of Mesa County.

5.8 Requisition System: Mesa County's Eden requisition system is a computerized system integrated with the purchase order, accounts payable, and general ledger systems. The requisition is available to County Department as an electronic tool to obtain required items through the Purchasing Department. Authorization to enter requisitions is controlled by department or division directors delegating this authority to a key employee under their supervision. The authorized employee will have the authority to enter requisitions for their department or division. A list of authorized employees will be maintained by the IT Department.

5.8.1 WHEN TO ORDER: Requisitions must be prepared far enough in advance to avoid an artificial emergency. This will allow the Purchasing Department an opportunity to secure required items at the best price in sufficient time to meet the anticipated need.

5.8.1.1 Formal Bids require from two to five weeks to process (i.e. prepare specifications and bid document, place a legal advertisement, open quotes, make a source selection decision, submit for BOCC approval (if applicable), and issue a purchase order).

5.8.1.2 Informal bids require from one to five days to process.

5.8.1.3 Small purchases that do not require bids can be processed within two working days.

5.8.2 HOW TO ORDER The following instructions are provided to assist you in making requisition entries:

Step	Description	Instructions
1	Access Eden	Sign on to Eden using IT supplied Username, Password and database "Gold Standard".
2	Access Requisition Module	On Eden menu select "Requisitions" under the directory "Requisitioning".
3	Create a Requisition	Click on "Insert a new record".
4	Enter Data for Requisition	Main Tab: * Enter "Order Requisition #" * Enter "Date" * Enter "Description" * Enter "Queue" * Enter "Text"(if applicable)" * Enter "Order Placement" Items Tab:

		<ul style="list-style-type: none"> * Enter "Type" * Enter "Quantity" * Enter "Unit" * Enter "Unit cost" * Enter description * Enter project accounting (if applicable) * Enter account coding Document Defaults Tab * Enter "Vendor #" * Enter "Bill to" * Enter "Ship to" * Enter "Desired Date" * Enter "Required Date" * Enter "Instructions" (if applicable) <p>Press the button "Accept and save the current changes to the record"</p> <p>(Click F1 in any field for helpful information about that field)</p>
--	--	---

5.9 Bid Preference for Mesa County Resident Bidder:

- 5.9.1** When an award of Contract for products or services is pending following a formal Bidding process, a resident Mesa County bidder shall be allowed a preference against a non- resident bidder equal to the preference given or required by the state or county or city in which the non-resident bidder resides.
- 5.9.2** In the event a resident Mesa County bidder desires to avail itself of this preference, the resident bidder must demonstrate to the Purchasing Director in writing the preference given or required of the non-resident bidder's state or county or city. At the time of the bid opening or closing date for receipt or proposals, but before the award of the Contract, if it appears that a non-resident bidder and resident bidder(s) are among the three (03) most likely to have their bids or proposals accepted and the apparent lowest bid or proposed price has been submitted by a non-resident bidder, the Purchasing Director shall announce a reasonable period of time (not to exceed five (05) business days) for the resident bidder(s) to provide written information on the preference given or required by the non-resident bidder's state or county or city. If deemed to be in the best interest of Mesa County, the Purchasing Director may waive the process documented in this section 5.9.2.
- 5.9.3** For the purposes of this section 5.9; a Mesa County resident bidder is defined as a business, individual, union, committee, club, organization or group of individuals which maintains a place of business and resident employees in Mesa County, Colorado.
- 5.9.4** If it is determined by the Purchasing Director that awarding a Contract in compliance with the preference guidance in this Section 5.9 may cause denial of federal or state money which would otherwise be available, would otherwise be inconsistent with requirements of federal or state law, or cause delays in a procurement action that would be perceived to compromise public safety, the resident preference in this section 5.9 shall be suspended.
- 5.9.5** In order to maximize the participation of Mesa County resident bidders in County bidding activities, the Purchasing Department shall endeavor to reach out to resident bidders by maintaining contact with business groups within Mesa County (i.e. Chambers of Commerce, Contractors Associations, etc.) concerning contracting opportunities with the County.

6.0 Revision History

Date	Description of Change	Change adopted by resolution ?	Resolution Adopting Change
July 24, 2006	Revised section #5.9 in regards to resident bidder language and changed references from FIN and/or Blackbaud to Eden.	Yes	#2006-098
July 7, 2008	Revised section #4.10 paragraph "C" was added.	Yes	#2008-087
August 29, 2011	Revised section #5.9 in regards to resident bidder language.	Yes	#2011-078

7.0 Inquiries

Mesa County Purchasing Department
970/255-7153 mcpurchasing@mesacounty.us

8.0 Attachments

8.1 Division of Responsibilities between Mesa County Purchasing Department and Operating Departments

8.2 Authority and Duties of the Purchasing Dept. Personnel

Attachment 8.1

Division of Responsibilities between Mesa County Purchasing Department and Operating Departments

Responsibilities of the Purchasing Department:

The Purchasing Director is responsible for:

- Delegation of purchasing authority as stated in sections 4.1.1 of this policy.
- The procurement of products, equipment, materials and services required by Mesa County;
- Preparing Professional Services Contracts and AGENDA Sheets as required;
- Establishing and administering Purchasing Policies and Procedures;
- Coordinating Purchasing Procedures applicable to a specific County Department; and
- Disposal of surplus County Property. (Except for Real Property acquired or disposed of by the Mesa County Property Agent)

Purchasing Department Responsibilities	Operating Department Responsibilities
<p>POLICY DEVELOPMENT: It is the responsibility of the Purchasing Director, subject to approval from the Board of County Commissioners, to develop purchasing objectives, policies, programs, and procedures for the acquisition of products and services.</p>	<p>BUDGETING: It is not the objective of the Purchasing Department to assume the responsibility and authority of budgeting for and determining what supplies are needed for the proper operation of the various County departments and agencies. Each County department is responsible for determining how to best utilize the public funds appropriated for their operation of their department or agency and assign account coding to requisitions for products and/or services.</p>
<p>SPECIFICATIONS AND SCOPE OF WORK: The Purchasing Department shall provide assistance in the preparation of specifications for products and scopes of work for services to all County departments and agencies.</p>	<p>SPECIFICATIONS OR SCOPE OF WORK: Using agencies and departments are recognized as subject matter experts in the development of technical specifications and/or scopes of work that define the nature and quality of the products or services required to perform a specific function. The Purchasing Department will prepare the final specification and/or scope of work document to be included in any solicitation upon request.</p>
<p>REQUISITION CONSOLIDATION: The Purchasing Department will combine like or commonly requisitioned products to obtain maximum economical benefit.</p>	<p>REQUISITIONS: The Purchasing Department has no authority to purchase for another County department or agency until authorization has been granted in the form of a requisition, a contract, a written request to the Purchasing Director, or express written instructions from the Mesa County Board of Commissioners.</p>

<p>INVENTORY: The Purchasing Department is responsible for maintaining an inventory of the most commonly used products.</p>	<p>PRICE QUOTES AND NEGOTIATIONS: Mesa County departments and agencies are encouraged (with assistance from the Purchasing Department personnel) to participate in obtaining price quotations, analyzing bids, negotiating contracts and administering contracts within rules established in this policy and procedure document and the Contract Administration section of this manual. It is recognized that for the procurement of certain products and/or services, effective management may call for the delegation of procurement authority to other County officials possessing specialized skills or knowledge that would make them better qualified to define Mesa County's requirements or monitor a Contractor or supplier performance.</p>
<p>PURCHASE HIGH QUALITY SUPPLIES: It is the responsibility of the Purchasing Department To purchase high quality products that will meet the using agency's requirements at reasonable cost in a timely manner.</p>	<p>VENDOR RELATIONS: It is the responsibility of all County employees involved in any purchasing processes to help establish and maintain relationships of mutual confidence and satisfaction between Mesa County and its vendors within the confines of applicable law and policy.</p>
<p>STANDARDIZATION: The Purchasing Department will work with County departments to establish standardization of capital equipment and consumable supplies when practical.</p>	
<p>VENDOR RELATIONS: It is the responsibility of the Purchasing Department to maintain an open and competitive environment to ensure that all qualified buyers and sellers have access to County business and that all purchasing actions are conducted fairly and impartially in the best interest of Mesa County.</p>	
<p>AUDIT FOR COMPLIANCE WITH PURCHASING POLICIES & PROCEDURES: The Purchasing Director shall be responsible for developing an audit process to assure that the manner in which products and services are being procured by County Departments comply with these Purchasing Policies and Procedures adopted and approved by the BOCC.</p>	

Attachment 8.2

AUTHORITY AND DUTIES OF THE PURCHASING DEPARTMENT PERSONNEL

Principal Public Purchasing Official: Except as otherwise provided for in section 4.1.1 and 4.3.1 of this policy, the Purchasing Director (with support from the Purchasing Agent, the Buyer and the Purchasing Administrative Specialist) shall serve as the principal purchasing official for Mesa County, and shall be responsible for the procurement of supplies, equipment, and services in accordance with these policies and procedures. The personnel in the Purchasing Department have the general responsibilities and primary duties as defined below.

DUTIES & RESPONSIBILITIES OF THE PERSONNEL IN THE PURCHASING DEPARTMENT:

- Purchase supplies and services
- Manage Eden Electronic Requisition System and control access to Eden Purchase Order System
- Train Personnel on use of the Eden Requisition and Eden Purchase Order System, with assistance from the Finance Department
- Route supplies to County Departments and oversee the Internal/External Mail Services Contract
- Manage supply inventory
- Assigning Purchase Order Numbers
- Administer the Portfolio of Pre-Qualified Service Providers
- Placing of Purchase Orders for products and services under \$50,000
- Make Capital purchases and assign proper departmental account coding to purchase
- Issue standard and customized Request for Quotation's, RFP's and RFI's
- Receiving of Purchase Orders and reconciling invoices
- Maintain a library of sample Contract terms & conditions, RFI's, RFP's and RFQ's
- Manage the disposal of surplus County Property
- Assist in analyzing quotations/proposals received by Mesa County and subsequent negotiations
- Conduct formal cost, price and/or value analysis to justify purchase decisions
- Perform functional audits of professional services contracts
- Place legal advertisements for purchases in excess of \$15,000
- Obtain approvals from BOCC for purchases over \$50,000
- Maintain a database of sources and pricing for commonly purchased commodities
- Audit County Departments placing Contracts/Purchase Orders for compliance with these Policies and Procedures
- Coordinate the renewals of Professional Services Contracts with options to renew
- Administer and manage the Procurement Card Program for the County
- Maintain a Mesa County Purchasing Department Intranet and Internet Web Pages with information related to County Purchasing activities.

<p>Mesa County Operating Policy <i>Mesa County Purchasing Card Policy Attachment 8.3</i></p>	<p>Topic: Purchasing</p>
	<p>Effective: August 29, 2011</p>
	<p>Issued By: Purchasing Department</p>
	<p>Approved By: Mesa County Board of County Commissioners</p>

1.0 Purpose

The Mesa County Purchasing Card Program is designed to improve efficiency in processing small dollar purchases from any vendor that accepts a VISA Card.

2.0 Scope

This policy and procedure applies to all Departments of Mesa County Government.

3.0 Policy/Guideline

Mesa County purchasing cards allow Mesa County employees to purchase small dollar commodities and services directly from vendors. Each purchase card is issued to a named individual. Mesa County is clearly identified on the card as the Government buyer of goods and services. Purchases are exempt from sales tax and the individual cardholder is responsible for communicating the tax exempt status to the particular Vendor.

3.1 ELIGIBLE CARDHOLDERS: All County employees, pending approval from their respective supervisors, are eligible to obtain a County Purchasing Card. The card is not to be issued to or used by Contractors working for the County. Authorization from the respective County employee’s Department Director is required before a card is issued. Mesa County purchasing cards are issued by Wells Fargo. Please see section 4.1 of this Policy for procedures for applying for individual Purchasing Cards.

3.2 DIFFERENCES BETWEEN THE COUNTY’S PURCHASING CARD AND A PERSONAL CREDIT CARD: The County Purchasing Card is used like a personal credit card. However, as a Purchasing Card, there are differences that you should be aware of:

3.2.1 Your department is responsible and liable for all charges made on your card. Unlike personal credit cards which have limited liability if lost or stolen, the County IS LIABLE for all purchases made with a County Purchasing Card, until the card is reported lost or stolen to 1-800-932 0036. This liability is subject to negotiation in that disputed charges can be rectified by written notification to Wells Fargo. Wells Fargo will investigate whether the County is liable for the respective charges in question.

- 3.2.2 There is no personal liability on the card unless the Cardholder violates the terms of card use set forth herein or as specified in the Cardholder's Agreement.
- 3.2.3 The transactions charged to your Purchasing Card shall be allocated to the County employee's Wells Fargo Purchasing Card statement on the Wells Fargo Commercial Card Expense Reporting (CCER) system. This statement is updated daily for the use of the card holder to monitor charges for accuracy. The Finance Department is responsible for downloading monthly statement activity into the Eden Invoice Module. The County employee's department shall be responsible for allocating individual purchases to their respective departmental budgets utilizing the departmental account code fields (assigned by the respective County Department) on Eden. The merchant is generally paid by VISA within 48 hours of when the merchant transmits the transaction to VISA.
- 3.2.4 The Purchasing Card should be treated by the employee with even more care than is given to the employee's personal credit cards. Always remember the Purchasing Card is County property and the cardholder (the employee) is responsible for the card's security.
- 3.2.5 Guard your assigned Purchasing Card account number closely. Do not post it at your desk or write it in any place that is easily accessible to others.
- 3.2.6 The only person entitled to use the Purchasing Card is the employee whose name appears on the face of the card. Under no circumstances should an employee loan or otherwise allow their assigned card to be used by others.

3.3 PURCHASING CARD PRE-PROGRAMMED CONTROLS: The County Purchasing Card will be issued to employees with individual pre-set limitations. The limitations will be authorized by the respective cardholder's Department Head. The Purchasing Card will incorporate the following limitation ranges for each individual Cardholder:

- 3.3.1 **Maximum Dollar Amount per Transaction:** Established by Dept. Head
- 3.3.2 **Maximum Dollar Amount per Month:** Established by Dept. Head
- 3.3.3 **Maximum Number of Transactions Allowed per Day:** Established by Dept. Head

Note: Purchases that exceed \$2,000 may be made by P-Card holders only in cases where the particular purchase is being made in accordance with the competitive bidding requirements in the Mesa County Purchasing Policies and Procedures.

3.4 EXCLUSIONS BY MERCHANT CATEGORY CODES (MCC): Merchant's Bank to each Merchant that should identify the merchant's primary product or service. The VISA account that Mesa County has

established at Wells Fargo automatically excludes five (05) types of MCC's from the assigned Purchasing Cards. These exclusions will result in a merchant declining the County's Purchasing Cards. Other exclusions can be added by the Purchasing Card Administrator upon specific requests by Supervisors. The excluded uses are identified below:

- Access to cash at ATM machines;
- Use at liquor stores, casinos or gambling establishments;
- Any payment of utilities (except for authorized Facilities & Parks personnel), cable television, or
- telephone service (except for authorized IT personnel);
- Personal entertainment merchants such as theaters, bowling alleys, or arcades; and
- Personal service providers such as barbers, beauty studios, health spas, carpet cleaners, etc.

Note: In the event a merchant does not accept the Purchasing Card and you believe the purchase should have been allowed, call the Purchasing Card Administrator to check the merchant's code. Some merchants have MCC codes which do not make sense (i.e. a plumbing parts supplier which may be registered as a contractor).

3.5 VIOLATIONS AND CONSEQUENCES:

Highlighted in sections 3.5.1 through 3.5.3 are three (03) types of Purchasing Card violations and an explanation of the appropriate consequences of each. All violations are to be documented via e-mail by the Cardholder's direct supervisor to the Purchasing Card Administrator and the Purchasing Director. Appropriate action will be taken by the employee's direct supervisor. Aside from the violations and associated consequences mentioned below; Purchasing Cards may be cancelled by the Purchasing/Risk Manager and/or an employee's Dept. Head for any reason and at any time.

3.5.1 Personal Purchases: These types of purchases are defined as anything that is not purchased for use and ownership of the County. It is a direct violation of this policy to affect any personal purchase or personal transaction with a County Purchasing Card, without regard to whether the individual Cardholder intended to pay the County back for the amount of the purchase. Should this policy be violated, the County must be reimbursed immediately for the amount of the personal purchase. This may be regarded by the County as sufficient reason to revoke the Purchasing Card. Any violation of this policy may be investigated and could result in termination and/or prosecution. The Department Head, the Personnel Director, and the Purchasing Director shall determine the appropriate consequence.

3.5.2 Cash or Cash type Transaction: This type of transaction is defined as cash, cash cards, gift cards, cash in addition to purchase, or cash in lieu of credit for the return or exchange of a purchase. A violation of this policy shall result in having the individual Cardholder's purchasing card revoked and possible further investigation

that could result in termination and/or criminal prosecution. The Department Head, the Personnel Director, and the Purchasing Director will determine the appropriate consequence.

3.5.3 Split Purchases: Split Purchases occur when a single purchase costing more than the authorized limits on the individual purchasing card are split into several Purchasing Card transactions to intentional circumvent the limits on an employee's Purchasing Card. It is a violation to this policy to split purchases as described herein. Violation of this policy may result in revoking the assigned Purchasing Card.

3.6 Termination of Employment:

The employee assigned a Purchasing Card shall cease to use and shall surrender the card to their Department Head or the Purchasing Director upon termination of their employment. The Cardholder may be requested to surrender the assigned Purchasing Card at any time deemed necessary by the County Administrator, the employee's Department Head and/or the Purchasing Director.

3.7 Other Conditions Regarding the Use of Assigned Purchasing Cards:

The following are other conditions which must be adhered to when using the County Purchasing Card:

- All locally purchased over-the-counter items must be immediately available at the time of purchase. No back ordering is allowed. A Back-Order is only permitted for the ordering of specialty parts required by County Departments for repair and maintenance of County owned items.
- All items purchased during one telephone or fax transaction must be delivered in a single delivery. If an item is not immediately available, no back ordering is allowed.
- All items purchased by telephone or fax must be delivered by the Vendor within the thirty (30) day billing cycle. No orders shall be placed without this assurance.
- In the event the employee assigned a Purchasing Card uses the Card to purchase items using the internet, such employee is responsible for any consequences of the Purchasing Card account number being misappropriated by the Internet Vendor. Employees using their Purchasing Card on the internet are required to only provide their card to internet vendors which identify Security Measures being in place to minimize and/or prevent the Cardholder from being subjected to fraud.
- Employees assigned a Purchasing Card for County business related travel expenses should not use their personal VISA/MasterCard for reimbursable travel expenses.
- Use a travel advance for expenses incurred while on approved travel with the Wells Fargo Purchasing Card as back-up for non-perdiem expenses.

3.8 Prohibited Use of County Purchasing Cards: The following types of items MAY NOT be purchased with a County Purchasing Card; regardless of the dollar amount:

- Any item exceeding transaction limit assigned by Department Head
- Local Gasoline and oil purchases
- Local Vehicle repairs
- Cash advances or cash refunds
- Personal Items
- Telephone calls, except as related to travel expenses (i.e. part of hotel bill)
- Any merchandise, product or service normally considered to be inappropriate use of County Funds
- Per diem items for approved travel expenses (use travel advance)

3.9 Allowable Purchases:

- Building/landscape materials
- Catering and food for business use.
- Contractor services (i.e. HVAC, electrical, plumbing, etc.)
- Miscellaneous maintenance and repair requirements for County equipment or property
- Office Supplies and General Operating Supplies not available from Mesa County Purchasing Department Inventory (Note: These supply purchases are only allowed from office supply vendors with pre-qualified discount schedules established with the Purchasing Department; call Patty Simon at 255-7152 to obtain a list)
- General Operating Supplies not available from Purchasing Department Inventory
- Software acquisition and support (Information Management Division Personnel only)
- Travel expenses including airfare, hotel and rental cars. Except in cases of unexpected emergency travel on County business, do not use your P-Card for per diem related expenses while on travel status.
- Registration costs for education, classes, conferences, and seminars
- Equipment Rental

4.0 Procedures

4.1 APPLICATION FOR PURCHASING CARDS:

County employees and Supervisors are required to complete the attached *Mesa County Purchasing Card Application and User Agreement* form prior to any Purchasing Card being issued (see Exhibit 8.1 of this policy). No Purchasing Cards will be issued until respective employees have completed a Purchasing Card Training and Orientation class conducted by the Purchasing and Risk Management Department. Any questions concerning the issuance of Purchasing Cards and associated training/orientation classes should be directed to the Purchasing Card Administrator at 255-7153.

4.2 CARDHOLDER'S PROCEDURES FOR USING PURCHASING CARD AND PROCESSING CARD TRANSACTIONS FOR PAYMENT:

4.2.1 MAKE A TAX EXEMPT PURCHASE USING YOUR COUNTY PURCHASING CARD OBTAINING ALL APPLICABLE DISCOUNTS AND COMPETITIVE QUOTES WHEN PRACTICAL:

- Make certain the planned purchase is allowed under the County's Purchasing Card Policy.

- Obtain competitive quotes if prudent and practical given amount of the respective purchase.
- Ensure that you do not pay sales tax on your transaction. The County tax exempt number is embossed on the Purchasing Card.
- Any associated shipping/delivery costs must be inclusive within the total transaction cost.

4.2.2 RECEIVE THE GOODS AND OBTAIN A RECEIPT:

- At time of purchase, ALWAYS OBTAIN A DETAILED RECEIPT! For purchases shipped to your office, save the shipping receipt that comes with the order.
- In some instances such as magazine subscriptions, membership dues, and conference registrations, a completed order form will be acceptable as a receipt.
- Use a print screen of orders purchased on the internet as an acceptable receipt in the event no other receipt is provided when order is received.
- Keep all receipts for use in the reconciliation with the monthly Commercial Card Expense Reporting (CCER) statement of your individual account and the Eden system reconciliation process.
- All transactions for which you have kept receipts need to be reconciled by the Cardholder monthly with individual transactions documented on the CCER system. Each month, Cardholders will receive an email generated by the Finance Department asking the employee to reconcile their monthly statement on Eden.
- All transactions documented on the CCER must have a receipt with the following information. In the event the merchants receipt does not have any of the following specific information, the Cardholder must handwrite the missing information on the receipt.
 - a) Date of the purchase**
 - b) Identification of the Merchant**
 - c) A description of each item purchased including quantity**
 - d) A per item cost, if available**
 - e) Total Cost**
 - f) Cardholder's identification; either card number of cardholder's name**

Note: In the event the Cardholder either does not receive a receipt or loses a receipt, the transaction information cited in (a) through (f) immediately above should be documented in a memo on the Cardholders Department letterhead and signed by the Cardholder's Department Head and such memo should be kept in the respective Cardholder's documentation files to support any audit. Also use this method should their be a discrepancy between a carholder's invoice.

and the transaction billing amount on the statement. Include a description of the discrepancy and when to expect a corrective action against Cardholder's account.

4.2.3 VERIFY THE GOODS RECEIVED ARE WHAT WAS ORDERED: Make sure you received what you ordered. The Cardholder is responsible for working with a merchant to correct any problems with goods received. Any exchanges and/or credit transactions must be documented by the Cardholder. In no circumstances are credits from Purchasing Cards to be taken by the Cardholder in the form of cash. The Cardholder is responsible for reconciling any issues concerning improper pricing, returns, credits for returned goods, or other disputed matters related to the Cardholder's Purchasing Card. Matters that cannot be resolved should be brought to the Purchasing Card Administrator in writing.

4.3 INDIVIDUAL CARDHOLDER'S PROCESSING OF STATEMENTS FOR PAYMENT BY MESA COUNTY:

Upon receipt of the CCER (i.e. referred to as Statement hereunder) requesting payment for your Purchasing Card, the Cardholder is responsible for the following:

- Reconcile purchases monthly identified on the Statement with the Purchasing Card receipts kept by the Cardholder.
- Assign proper departmental account coding to individual transactions and any other service charges associated with the use of the Purchasing Card on the Eden system.
- Forward an unsealed P-Card Administration Envelope (sample copy attached) with a printed copy of completed Statement and with actual receipts enclosed to your departments Approver/Reconciler or Supervisor/Director.

4.4 RESPONSIBILITIES OF THE CARDHOLDER'S SUPERVISOR:

- The Supervisor must assure that either the Cardholder and/or a person within the Supervisor's Department is responsible for the assignment of proper account coding to individual purchases on each Cardholder's statement being processed for payment.
- Assure that all Departmental Cardholder's forward a signed P-Card Administration Envelope (as cited in section 4.3 above) with an enclosed copy of the Cardholder's monthly CCER Form with all receipts attached. The monthly P-Card Administration Envelope shall be submitted in a timely manner to avoid service charges associated with late payments.
- Review purchasing habits of Individual Cardholder's assigned to their Department(s) to assure that there are no payments of sales taxes or other violations of this Policy.
- Make certain that proper funding is available in the departmental budget prior to purchases being made by the Cardholder.
- Document and record any violations.

- The Card Holder's Supervisor is responsible for making certain that card Purchases made by their employees are done in accordance with any special Departmental policies established for card use.
- The Supervisor shall be responsible for maintaining a file of signed P-Card Administration Envelopes which contain copies of the individual monthly Statements and associated receipts for each Cardholder assigned to the respective supervisor. These P-Card Administration Envelopes shall be maintained by Supervisor and will be made available for review upon request by representatives of the Purchasing Director and/or the Finance Director (including requests from contract auditors).

4.5 DISPUTED TRANSACTIONS: Any disputed transaction amount not resolved with the merchant must be declared by written notice to the Company issuing the Purchasing Cards within 30 days of receipt of the activity report/statement on which the disputed item(s) first appears. Contact the Purchasing Card Administrator or Purchasing Director for assistance or guidance. Cardholders have the ability to complete a Dispute Form on-line.

4.6 IF YOUR PURCHASING CARD IS LOST OR STOLEN: If your assigned Purchasing Card is lost or stolen, immediately contact Wells Fargo at 800-932-0036. At you earliest convenience, contact the Mesa County Purchasing Card Administrator at 970-255-7153.

5.0 Revision History

Date	Description of Change	Change adopted by resolution?	Resolution Adopting Change
		(yes or no)	

6.0 Definitions

None

7.0 Inquiries

Mesa County Purchasing Department
255-7153

8.0 Attachments

Exhibit 8.1 Mesa County Purchasing Card Application and User Agreement

Exhibit 8.1

MESA COUNTY PURCHASING CARD APPLICATION AND USER AGREEMENT FORM

I, hereby acknowledge receipt of a Mesa County Purchasing Card Number . As a Purchasing Cardholder, I agree to comply with the terms and conditions of the Mesa County Purchasing Card Policy, that is incorporated into this Agreement by this reference. I understand that the purchases I make using this Purchasing Card are limited as indicated below:

Maximum Dollar Amount by Transaction: **\$ Limit per transaction**

Maximum Dollar Amount per Month: **\$ Purchase Limit per Month**

Maximum Number of Transactions per Day: **Transactions per Day**

I acknowledge reading and understanding the Mesa County Purchasing Card Policy and have received training and orientation concerning this Policy.

I agree to only use this Mesa County Purchasing Card for purchases necessary to complete my job related tasks and agree not to use my assigned card for any personal or non County purchases.

I understand that Mesa County will audit use of this assigned card and report any non-appropriate use to my Supervisor.

I further understand that any use of this Purchasing Card that is not in strict compliance with the Mesa County Purchasing Card Policy may result in disciplinary action up to and including termination.

I authorize Mesa County to deduct from my paycheck any amount charged on my Purchasing Card that is not a bona fide County purchase as identified by my Supervisor or as the result of an audit as indicated above. This authorization is extended to deductions from my last pay check if I am leaving the employment of the County. I acknowledge that any inappropriate use of the Purchasing Card shall justify the preparation of a written reprimand by my Supervisor (as stated in section #7.05 of the Mesa County Personnel Policies and Procedures).

I understand that Mesa County may terminate my right to use this Purchasing Card at any time. I agree to return the Purchasing Card to Mesa County immediately upon request or upon termination of employment.

Applicant Signature: Date: _____

Applicant's Supervisor Signature: Date: _____

Purchasing Card Administrator: Date: _____