

CITY OF VENTURA

FINANCE & TECHNOLOGY

Purchasing and Contracts Division

Procurement Manual

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Updated February 23, 2015
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Per Ordinance 2012-012, Section 4.600.050.3

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Chapter	Title	Chapter Objectives
*	Introduction	
1	An Overview	Introduce the City of Ventura’s “centralized” purchasing system: definition, objectives, organizational structure and authority.
2	Limits, Methods, Types . . .	Provide information regarding the types and limits of purchasing authority, including purchasing methods, contract encumbrance process, bidding level and change order requirements.
3	Process & Responsibilities	Provide information about Purchasing and Department responsibilities and processes, including a definition and requirements for the various types of purchases (e.g., “Single/Sole Source, Blanket, Emergency and Unauthorized”).
4	Bidding Procedures	Provide guidance regarding the types of solicitations that are required for proposals and bids, depending upon the dollar value of the procurement action. Information also provided on the content and requirements for the various types of solicitations.
5	Specifications/Contract Scope	Provide the definition, purpose, responsibility and requirements for the preparation of vendor specifications. This chapter also provides a description of the City’s definition of a Public Works “engineering/construction contract” vs. a “maintenance-type” effort pursuant to the City’s Charter requirements.
6	Vendor Preferences, Requirements	Provide the definition and description of the Small Local Business Purchasing Preference Program, the City’s Green Product/Service Preference objectives, the Living Wage Ordinance, Prevailing Wage Requirements, as well as information on Vendor Assistance and Relations.
7	Purchase Order Payments	Describe the process and requirements for processing invoices for purchase order or other contract-related payments.
8	Glossary of Procurement Terms	Define and provide application of common procurement terms, including required forms.
9	Exhibits	Procurement Forms

Introduction to this Manual

This Customer Procurement Manual is developed and distributed by the City of Ventura's Purchasing and Contracts Division. It is intended to serve as a training and reference tool for City Divisions and Departments. The Procurement Manual details the procedures that are required in support of:

- Administrative Policy and Procedure (AP&P) 18.1, "Policies and Procedures for the Purchase of Goods and Non-Professional Services",
- Administrative Policy and Procedure (AP&P) 18.7, "City Credit Card Program Policies and Procedures", and
- Administrative Policy and Procedure (AP&P) 14.8, "Prevailing Wage Requirements"

It outlines all phases of the purchasing process, from the preparation of requisitions to the receipt of goods and non-professional services. The Procurement Manual clarifies the responsibilities of the Purchasing and Contracts Division and of individual departments, and explains the legal requirements affecting Purchasing and Contracts.

This Procurement Manual will help City personnel familiarize themselves with the City's purchasing policies and procedures, to enable them to timely and efficiently obtain the goods and services they need.

Updates to this manual will be posted on the VNET Intranet site at <http://vnet/Depts/Finance/Purchasing/index.asp>

Quick Reference

Chapter 1 – An Overview of the City’s Centralized Purchasing System

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An Overview of the City's Centralized Purchasing System

Chapter Objective: *This chapter is an introduction to the City of Ventura's centralized purchasing system: the definition, objectives, organizational structure and authority.*

What is Procurement and “Purchasing”?

Procurement is the process through which requisitions are received, solicitations issued, vendors selected, purchase orders issued and goods or non-professional services are received.

The Purchasing and Contracts Division (“Purchasing”) procures goods and non-professional services for the City by performing the following tasks:

- Processing Purchase Requisitions;
- Issuing Purchase Orders (P.O.'s) and P.O. Change Orders;
- Issuing and evaluating bids, proposals and quotations;
- Reviewing specifications;
- Drafting and reviewing contracts;
- Providing purchasing training;
- Verifying licenses and insurance coverage (as required);
- Maintaining vendor database and mailing list; and,
- Resolving vendor performance complaints and contract compliance issues.

Purchasing also encumbers funds through the centralized purchasing system for annual contracts, as awarded by other departments within the City, or by approval from City Council.

One of Purchasing's main roles is ensuring that goods and services are of high quality, available when needed and not overpriced. Also, taxpayers must know that public funds are spent wisely on its behalf and not for the personal benefit of government employees, officials or their friends. Purchasing also manages the City's Office Supply Program with Staples Advantage, the Procurement Credit Card (“CAL”) Program with U.S. Bank, and provides assistance to ensure compliance with the City's Living Wage Ordinance, Small Local Business Preference Program and Green Purchasing and Prevailing Wage Policies.

The City's Centralized Purchasing System

The City of Ventura is required by its Charter to adopt a centralized purchasing system. This Procurement Manual addresses that system for the centralized purchase of goods and non-

professional services. As prescribed by AP&P 18.1, this system also allows for the decentralized purchasing authority for items under \$5,000. Authority limits and purchasing methods for those limits can be found under *Chapter 2* of this Procurement Manual.

This Procurement Manual is not applicable to other decentralized purchasing and contracting functions (e.g. “Public Works Engineering/Construction Contracts, Professional Service Agreements, Legal Agreements, contracts for utilities, purchase of land and property, etc.”), except for the encumbrance of contracts, associated therewith, within the centralized purchasing system. See Chapter 2, section entitled “Centralized Purchasing Authority”, paragraph A (1) b.

Purchasing Organizational Structure

Purchasing and Contracts is a division of the Finance and Technology Department. Our office is located at City Hall, 501 Poli Street, Room 102, Ventura, CA. Office hours are Monday through Friday, 7:30 to 5:30 p.m. (*closed every other Friday*). Staffing includes: 1 Purchasing and Contracts Manager, 2 Senior Buyers and 1 Administrative Assistant. Each buyer is assigned to specific divisions.

Purchasing Authority

Purchasing Authority is defined in AP&P 18.1, as prescribed by the City’s Charter and Municipal Code. In regard to this Procurement Manual, the City Manager has designated the Finance and Technology Director to be the responsible and authoritative party for contracting on behalf of the City for goods and non-professional services. The Purchasing and Contracts Manager, or designee, under the supervision of the Finance and Technology Director, is responsible for managing the City’s centralized purchasing system.

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Chapter 2 – Purchasing Limits, Methods & Types of Agreements

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Purchasing Limits, Methods and Types of Agreements

Chapter Objective: *This chapter provides information regarding the types and limits of purchasing authority, including purchasing methods, bidding level requirements and the process for the administration of purchase change orders/contract amendments. A summary of this Chapter can be found in Exhibits A and B.*

Delegated Purchasing Authority - Purchases Less Than \$5,000

Purchases less than \$5,000 are delegated to the operating Department Directors and division staff and therefore, do not require prior Purchasing authorization, unless otherwise stated in this Procurement Manual. Comparison of competitive prices are encouraged and recommended. Department Directors and division staff shall not split purchase orders or invoices to circumvent the designated dollar limits. The dollar limit shall include all necessary taxes and delivery costs.

Although a Purchase Order, authorized by a Purchase Requisition, is always recommended for purchases under \$5,000 that involve goods that are not considered “commercial” or “off-the-shelf”, or for services that are unique in nature and/or have specific design or functional requirements, due to the protection derived from its standard terms and conditions, other forms of delegated purchasing methods are also available. In the cases where Departments require the issuance of a Purchase Order, regardless of the dollar value, Purchasing will support departments in placing orders for them.

Various other purchasing methods, as identified below, are also provided for departments to make direct purchases under \$5,000, for supplies and services. *Departments are not required to provide source or price justifications for purchases less than \$5,000.*

A. Purchasing Methods for Goods or Services under \$5,000

The following delegated purchasing methods are approved for purchases less than \$5,000:

1. Petty Cash (Refer to APP 18.8); For small dollar purchases in those instances where (a) the administrative cost of using the normal purchasing process is not warranted, or (b) when other methods of purchasing are not available due to the urgency of the situation. (Note: No single purchase may be divided into two or

more transactions in order to fall within the \$75 per item or \$500 allowability per total order.)

2. City Credit “CAL” Cards (Refer to APP 18.7); Offers a convenient and cost effective method for purchasing low dollar commercial “off-the-shelf” items up to \$5,000, depending upon established limits approved by Department Director; See *Exhibit C for Request for CAL Card form and Exhibit D, CAL Card Attachment.*
 - (a) Misuse or policy violations may result in loss of card privileges or disciplinary action.
 - (b) Procurement cards may not be used for the items listed in *Exhibit E*, without prior written approval, nor are these cards recommended for unique or non-commercial supplies or services due to their lack of contractual protection.
 - (c) Procurement cards are only intended for general supplies required in order to perform City business and/or services associated with City related travel.
3. Service Agreement - Recommended when entering into an agreement for services with the City and a Purchase Order has not been issued (See *Exhibit F for “Service Agreement [Simple]” form*) and refer to APP 18.6, “Certificates of Insurance” or *Exhibits G, H & I, “Insurance Matrix”* and Endorsements.
4. Payment Request (PR) - The Payment Request process is a method whereby an employee may purchase an item from a vendor/supplier who is willing to accept future payment. It is not recommended for the purchase of services, without a fully authorized purchase order or service agreement (see item [d] below).
 - (a) At time of purchase, employees authorized by their Department Director to utilize the “Payment Request” process for purchases, shall:
 - (i) Instruct the vendor to reference the employee’s name and program number on the invoice;
 - (ii) Instruct the vendor to send two copies of the invoice to the City mailing address, attention Accounts Payable, and
 - (iii) Obtain a copy of the invoice/receipt.
 - (b) Accounting and Reporting shall issue “Payment Request” stamps or electronic labels to designated department employees. The stamp or labels shall be used for processing payments for “Payment Request” purchases, as well as for “Blanket Purchase Order” purchases, as described further in this manual.
 - (c) The authorized employee shall be responsible to ensure the invoice copy is processed for payment. This shall require stamping the invoice or placing a label on the invoice, providing the appropriate and correct budget coding, and obtaining a department authorized approval signature. (Refer to Chapter 7, “Purchase Order Payments”.)
 - (d) If the “Payment Request” process is utilized for the purpose of securing services on behalf of the City, Department Directors shall be responsible to ensure vendors provide certificates of insurance when labor is involved on City property. The Department Director shall be responsible to ensure the certificate of insurance names the City as additional insured and provides all City Risk Management requirements.

- (e) The Payment Request does not replace the Travel Authorization requirements. (Refer to APP No. 14.9, “Authorization and Allowances for Travel and Meeting Expenses”).
- (f) The Payment Request stamp does not replace the “Request for Payment” form (See Exhibit J), which is intended for the use in processing partial payments associated with fully authorized purchase orders and/or contract agreements, OR for processing payments associated with unauthorized procurement actions (Refer to Chapter 3, G, “Unauthorized Purchasing Authority”).
- (g) Accounting and Reporting may periodically review the use of Payment Request purchases and provide an annual report to the Finance and Technology Director.

Centralized Purchasing Authority - Purchases \$5,000 and Over

Purchases \$5,000 and over are conducted under the supervision and centralized authority of the Purchasing Division unless otherwise authorized in this Procurement Manual. *Specifically, purchases between \$5,000 - \$50,000 may be delegated to operating staff in terms of the solicitation process, but are controlled through centralized purchasing authority.*

A. Purchasing Methods for Goods and Services over \$5,000

- (1) Purchase Requisition (PR) – A Purchase Requisition is the authorizing document to be used by departments for transactions over \$5,000, for the acquisition of goods, individual, short term, non-professional services; or defined annual services.

A fully authorized Purchase Requisition supports the issuance of one of the following agreements:

- a. Regular Purchase Order (PO) to enter into a contract with a vendor for individual and unique supply needs and short term, non-professional services.
- b. Administrative Purchase Order (APO) to place an internal purchase order (*i.e., “not for distribution to vendor/contractor”*) for administrative purposes, such as documenting the encumbrance of City funds for contracts or agreements entered into by other departments, change internal coding for payment purposes, or closeout an order or contract at its completion. A fully authorized purchase requisition should be received by Purchasing for the encumbrance of City funds for contracts or agreements, including any amendments (change orders), entered into and on behalf of the City by a department. In addition, a copy of the page of the contract agreement, change order or associated Administrative Report approved by the City Council, if applicable, reflecting the value of the authorized contract or change order, may be requested to be attached to the requisition.
- c. Blanket Purchase Order (BPO) to establish, on an annual basis, with a maximum dollar amount, a contract for goods or non-professional services with predetermined prices or rate agreements. A BPO is normally used when there is a recurring need for expendable goods or a

frequently required and repetitive, but undefined, scope of service when the exact items or services cannot be specifically enumerated. Establishing a blanket purchase order dispenses the City with holding large inventories and avoids the administrative expense of processing frequent purchase orders, while favoring discount pricing through volume commitments. A BPO may contain ordering and billing instructions and a description of the types of goods or services that may be ordered. Prior to the award of a Blanket Purchaser Order, Purchasing may need to determine that the prices of supplies, fixed-price services, and rates for services offered at hourly rates are fair and reasonable, by comparing the prices or discounts that a company is offering to the City with the prices or discounts that the company offers to its own commercial customers. This negotiation objective is commonly known as “most favored customer” pricing and is used in order to establish commerciality in the market, one of the methods that ensures that price competition has been met.

- d. General Service Agreement for the issuance of an annual contract for a defined scope or type of non-professional service (e.g., “Temporary Help Services, Janitorial Services, etc.”). GSAs consolidate internal customers’ needs by establishing a contract to fulfill them with established prices for definite items and quantities with specified delivery requirements. The issuance of a GSA is subject to the City’s bidding process. GSAs must also establish a maximum annual dollar amount.
- e. Master Computer Software License Agreement (Refer to APP 20.3 “Information Technology [I.T.] Project Initiation and Approval”) is recommended for IT or computer-related products and services involving the acquisition of goods, labor/installation, programming, assessment services and ongoing support and license updates.

(2) Encumbrance of Annual Contracts – Contracts that are required to establish a maximum dollar amount may be required to be encumbered on an annual basis, subject to determination by the Finance and Technology Director.

(3) Supporting Authorized Documentation – Purchase Requisitions shall be accompanied by supporting documentation in order to authorize the purchase, including, but not limited to, the following, as further defined within this Procurement Manual.

- a. Single/Sole Source Justification” form (see Exhibit K) if formal competition is not available, including a supporting cost or price analysis, if required (see Exhibit L),
- b. Prior written approval for restricted items (Refer to Chapter 3, Section A. 2. b)
- c. Emergency Justification form (for emergency purchases)

B. Bidding Requirements - Orders between \$5,000 and \$50,000

- **INFORMAL BIDDING REQUIRED – See Chapter 4, Section A**
- **Departments may obtain informal competitive quotations**

(1) For purchases between \$5,000 and \$50,000, competitive (*two or more*) price quotations are required. Departments may obtain quotations directly from

vendors (*Refer to Chapter 4, Section A, "Informal Quick Quotes", including the requirement for vendor specifications*); however, Purchasing is also available to assist them with the process in obtaining these informal price quotations, especially in the event that the informal bid process is for a maintenance-type service exceeding \$15,000, as specific prevailing wage laws will apply to this particular threshold, effective January 1, 2015.

- (2) Purchasing may decide upon review of the departments' bid process that additional information is required. Price quotes not meeting Purchasing's requirements shall be rejected. The requesting department shall be notified and Purchasing and the requesting department shall agree upon the process and closing time/date.
- (3) Placement of the order shall be executed by Purchasing upon receipt of a completed purchase order/requisition and review and evaluation of all quotation documentation.

C. Bidding Requirements - Purchases over \$50,000

- **FORMAL BIDDING REQUIRED – See Chapter 4, Section B**
- **Purchasing must obtain formal competitive quotations**

- (1) For purchases over \$50,000 competitive Formal Bids or Requests for Proposals from two or more vendors unless otherwise stated in this Procurement Manual. Purchasing is responsible for requesting and obtaining formal bids or proposals. However, departments may provide recommendations for a bidders' list. For further details, *refer to Chapter 4, "Section B, "Formal Bids and Request for Proposals"*.
- (2) When final bid procedures have been followed and only a single Bid/Proposal is received, the provision requiring two or more bids may be waived as determined by the Purchasing Manager.

Purchase Change Orders/Contract Amendments

A. For contracts awarded by Council:

Should a change order exceed the monetary limits of the authority granted by Council for the contract by even \$1.00, an amendment must be approved by Council. An exception to this would be if, when Council approved the original monetary limits for the contract, it also authorized a city official or employee to execute an amendment or change to a contract in an amount exceeding the original monetary and/or term limits for that contract.

B. For contracts not awarded by Council:

Each person with contracting authority may authorize and sign amendments or change orders to contracts they have awarded previously if (1) the amendments are in writing and accomplished in accordance with the terms of the original contract, and (2) the amendment of change orders to the contract shall not cause the contracts as modified to exceed the monetary or term limits of that person's contracting authority.

Quick Reference

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Purchasing Processes and Responsibilities

Chapter Objective: *This chapter provides information about Purchasing and Department responsibilities and processes, including a definition and the requirements for various types of purchases (e.g., “Single/Sole Source, Blanket, Emergency and Unauthorized”).*

A. Department Processes and Responsibilities

1. Departments shall submit a completed Purchase Requisition to the Budget group of the Financial Planning and Analysis Division (hereafter referred to as “Budget”), followed by a submittal to Accounting group of the same division (hereafter referred to as “Accounting”), to be reviewed for allowable funds and appropriate chart of account coding, who will then forward it to Purchasing. ***(Note: This manual process is expected to be automated upon implementation of the City ERP system’s Purchase Requisition Workflow functionality.)***
2. The Purchase Requisition (*Exhibit N*) shall be completed with all required information and signatures, and shall be accompanied by detailed and accurate specifications depending on the complexity and nature of the commodity or service required. (*Refer to Chapter 5, “Specifications and Scope of Work Instructions.”*)
 - a. Each Department Director may be required, within 30 days of the beginning of each fiscal year, provide in writing to the Finance and Technology Director, a list of all department employees who are given authority to approve and sign Purchase Requisitions, including their delegated signature authority levels. This list shall contain the signature of each designated employee and shall be updated periodically.
 - b. Departments are responsible for obtaining appropriate review of the Purchase Requisition prior to forwarding to Purchasing, pursuant to AP&P 18.1. This includes any prior written approval from Risk Management (insurance), Accounting (fixed assets) and Public Works Facilities (office furniture) and Information Technology (IT).
 - i. Prior Approval for Certain Items: Departments have delegated purchasing authority for the purchase of the following items, *only upon prior approval*, as stated below:
 1. Office Furniture. The purchase of office furniture must be *coordinated with the Facilities Division* prior to purchase, in accordance with APP 18.5.

2. Information Technology Related Equipment and Services *, This is equipment that requires a computer connection, network connection, internet connection, network configuration; all purchases of or subscriptions to software; and installation or programming services (e.g. PCs, Monitors, Laptops, Tablets, Notebooks, Printers, Copiers, Scanners, Fax machines, Projectors, anything with a USB or Firewire connection, “Cloud” software, programming professional services)*
3. Digital Cameras; Video Cameras/Recording/Transmission*
4. Communications Equipment* (e.g., Telephones, Cellphones, Telephone interfaces or desk sets intended to be connected to the City’s VOIP (Shoretel) telephone system)*,

****Prior written approval is required by the IT Division, for the IT Related Equipment and Services, Camera and Video and Communications equipment, identified above, with the exception of the following items under \$100.00:***

- Keyboards and pointing devices (mice, trackballs)
Speakers and headsets, Flash Drive, Portable DVD R/W,
CD/DVD Disks

5. Meals and Travel Reimbursement (Certain Restrictions Apply – See APP 12.17 and 14.9, summarized in *Exhibit M*.
- c. Departments shall indicate on the Purchase Requisition form the name of any vendors who may have assisted in providing cost or price estimates, and/or who are being recommended for solicitation of a Quick Quote, or formal RFP or RFB.
 - d. Departments are responsible for providing written recommendation and justification to Purchasing for award of formal competitive purchase orders or agreements at the completion of the bid process. (*Refer to Chapter 4, Section I., “Determination and Recommendation for Award”.*)
 - e. Departments shall provide a signed copy of a final Purchase Order to both Accounting and to Purchasing, when goods/services have been received/completed, inspected and determined to meet all requirements in satisfactory order. If a General Service or Master Computer Software License Agreement was placed in order to support an annual or multi-year contract, monthly invoices shall require department authorization in order to confirm that services have been met. This shall be completed within five (5) days after receipt of goods and/or services. (***NOTE: This manual process may be automated upon implementation of the City’s new ERP system through “Workflow”.***)
 - f. Contracts for more than one (1) year require that annual Purchase Orders be issued for each year of the contract, due to the City’s annual fiscal year budgeting process.

B. Process and Responsibilities - Purchasing

1. Purchasing shall review the Purchase Requisition for complete and accurate information, authorized signatures, and attachment of detailed specifications, scope of work, and source and price justifications, as required. Purchasing may return Purchase Requisitions that are incomplete and/or do not have specifications to the requesting department for completion.
2. Purchasing shall determine the appropriate bidding procedure and shall coordinate formal bids and proposals with the requesting department only after specifications are completed. Inadequate specifications may delay the purchasing process.
3. Purchasing shall coordinate any necessary job walks, demonstrations, or pre-bid/proposal conferences with the requesting department and shall notify the department of the bid closing time and date.
4. Purchasing shall determine the appropriate type of agreement for the procurement action (either a standard "term" Purchase Order, an annual General Service Agreement or a Master Computer Software License Agreement), and upon placing such order, shall assign a Purchase Order/Agreement number and shall distribute copies of the Order/Agreement to the vendor, requesting department, and Accounts Payable, and retain a copy in Purchasing files. A Purchase Order may be issued in order to encumber funds only, in the event that there is a conflict in terms.

C. Change Orders and Termination of Purchase Orders

1. All requests for change orders or termination of purchase orders must be in writing, using the Purchase Requisition form, and by identifying the procurement action as a "Change Order" or as a "Termination". The Change Order request shall include an authorized signature, and be submitted to Budget and Accounting, who will review and forward it to Purchasing.
2. Only Purchasing or the City Council, depending upon the requisite contracting authority, may authorize and issue change orders and/or terminate purchase orders.

D. Blanket Purchase Order Requests/Orders

1. Blanket Purchase Orders (BPOs) are pre-established contractual agreements that allow departments to purchase supplies, services and/or rentals on a frequent and as-needed basis, directly from the supplier. The BPO contains ordering and billing instructions, an established maximum dollar amount, a rate or price agreement, and a description of the goods or services that can be ordered.
2. BPOs are established on an annual basis, with an option for renewal, and are intended for those items that are: (1) commercial in nature and in price, (2) are anticipated to be repetitive and/or frequent during the year; and, (3) the scope or annual amount of purchasing activity is yet to be defined.
3. The objective in utilizing the BPO process is to eliminate the administrative burden associated with individual purchase order transactions for continued and repetitive purchases; however, it should not be used to replace a General Service Agreement, where the scope or level of effort for services has been defined on an annual basis.
 - a. Establishment of Blanket Purchase Orders
 - i. In order to establish a Blanket Purchase Order, departments must complete and fully authorize a "Purchase Requisition" form (*Exhibit N*), which shall indicate a maximum dollar amount, and be reviewed by the Purchasing Manager for applicability. This annual amount may be encumbered on an annual basis, subject to determination by the Finance and Technology

Director. Potential denial of BPO requests shall be discussed with the requesting division manager. If no agreement is reached, the appropriate department director and Finance and Technology Director shall review the BPO request.

- ii. Purchasing may annually review the use of BPOs and shall cancel BPOs with minimum or low activity. Purchasing shall consult with the appropriate departments prior to re-bidding or canceling a BPO
- iii. Purchasing may make available to the departments on a semi-annual basis a list of all current BPO contracts.
- iv. At time of purchase, employees authorized by their Department Director to make BPO purchases shall:
 - Instruct the vendor to reference the employee's name, program number, and BPO number on the invoice.
 - Instruct the vendor to send two copies of the invoice to the City mailing address, attention Accounts Payable.
 - Obtain a copy of the invoice/receipt; and
 - Payment against BPOs shall be made via the Payment Request process.

E. Single/Sole Source and Sole Brand Purchases

1. Departments may request a waiver of the competitive bid/proposal process by submitting a "Single/Sole Source Justification" form (*see Exhibit K*), which may also include sole brand purchases, to Purchasing. Single/Sole Source or sole brand purchases are an exception to the competitive procurement function, if appropriately qualified, and minimize or eliminate the need for additional competition. Further, in order to justify the price proposed under single or sole source procurements, additional cost and/or price analyses may be required; therefore, it is the responsibility of requesting departments to avoid Single/Sole source and sole brand purchases whenever possible.
2. Single/Sole Source Justification forms, including sole brand requests, shall be required for purchases of \$5,000 or more.
3. Single/Sole Source forms are not required when purchasing from existing public agency contracts that allow for "piggy-back" purchase and/or any other cooperative purchasing contract. (*Refer to Chapter 4, Section F*).
4. *The criteria* for a Single or Sole Source justification, as a minimum, shall be as follows:
 - a. **Sole Brand Definition**: There is only one known brand or manufacturer of a particular product or commodity required by the City; no other brands are known to exist which perform the same function. Sole brand purchases may allow competitive bidding between authorized distributors.

In regard to a Sole Brand, if other brands and models have been tested or used previously, the department shall specify the brands and models used, the dates they were used or tested, and why they are not acceptable. Such demonstrations and tests shall have to be coordinated with Purchasing. (*Refer to Chapter 6, Section A. (1), "Product Demonstrations"*.)

- i. When brand names are specified, the words “or approved equal” should be added unless compelling reasons make only a single brand acceptable, in which case a written justification must be signed by the Department Director and forwarded with the Purchase Requisition to the Purchasing Manager.
 - ii. Use of a brand name for “approved equal” specifications should be for the purpose of describing the standard of quality, performance, and characteristics the City desires and not be intended to limit or restrict competition. Use of “approved equal” specifications should, whenever possible, identify a minimum of two (2) brand names as approved equals.
 - iii. Using specifications provided by a specific manufacturer should be avoided, and if used, the name of the manufacturer, model number, etc., should be indicated. It should also be stated that use of the manufacturer’s specifications are for the sole purpose of establishing an “approved equal to” criteria.
 - iv. When specifications designate “or approved equal”, the City reserves the right to determine and approve any other as being equal or acceptable. Costs associated with testing “equal” submittals shall be paid by bidding vendor. The requesting department is responsible to determine that the proposed “or equal” is equivalent to the named brand.
- b. Sole Source Definition: There is only one known provider or distributor capable of providing a particular service or commodity required by the City; no other commodities or services are known to exist which perform the same function;
 - c. Single Source Definition: There is more than one provider or distributor capable of providing a particular service or commodity required by the City; however, certain compelling reasons require the issuance of a Purchase Order to a particular vendor.

Department Directors shall be authorized to sign single/sole source justifications over \$5,000. Single/Sole Source or brand requests over \$25,000 shall require the approval signature of the Finance and Technology Director over \$50,000, the approval of the City Manager.

Personal preference is not adequate justification for a Single/Sole Source or brand purchase request.

The Purchasing Manager shall review Single/Sole Source or brand requests for conformity to the requirements of this Procurement Manual. Potential denial of a Single/Sole Source requests shall be discussed with the requesting Division Manager or Department Head. The Finance and Technology Director shall review exceptions to these requirements.

F. Emergency Purchases

1. Emergency purchases are purchases that assist the City and its departments in responding to a community emergency (e.g. fire, floods, etc.). Emergency purchases are purchases over \$5,000 that may be made without benefit of competitive bidding when time is of the essence.

2. Because emergency orders do not normally provide the City an opportunity to obtain competitive quotes or properly encumber funds committed, it is the responsibility of the requesting departments to ensure emergency purchases are kept to a minimum.
3. Emergency purchases may be required when the items or services are immediately necessary for:
 - a. The continued operation of the office or department involved in responding to a community emergency, and/or
 - b. The preservation of life, health, or property (i.e. a safety issue); and/or
 - c. The continued operation of a critical City service.

Failure to submit a purchase order/requisition on time does not constitute an emergency. Emergency purchases are not valid for urgencies resulting from lack of planning and organization.

The following emergency purchasing procedures shall be followed by operating departments:

1. An emergency purchase may be made by any employee or official authorized to sign Purchase Requisitions. Purchasing shall be contacted for a verbal Emergency Purchase Order number, whenever possible. The emergency purchase may be made without benefit of a Purchase Order number if the Purchasing Manager and /or the Purchasing Division staff are not immediately available or when the nature of the emergency makes it impossible. Justification for requesting an emergency purchase order number must be provided at time of the verbal request.
2. Department Directors may request that the Purchasing & Contracts Manager pre-authorize department Emergency Purchase Order numbers for emergencies arising after normal work hours.
3. Within 48 hours after the emergency purchase, the department shall provide a written justification describing the nature of the emergency. The written explanation of the emergency shall be in memo form or on an Emergency Purchase form, if provided by Purchasing. The memo or form shall be completed by the requesting department, signed by the appropriate authorizing signature, and forwarded with a completed Purchase Requisition form to Purchasing. All invoices and other pertinent information shall be attached.
 - a. Division Managers, upon delegated authority by the Department Head, shall be authorized to sign Emergency Purchase forms under \$5,000. Emergency Purchase forms over \$5,000 shall require the requesting Department Director's signature.
 - b. Emergency Purchase forms (*see Exhibit O*) over \$25,000 require the signature of the Finance and Technology Director, and the City Manager over \$50,000.
 - c. The Purchasing Manager shall review emergency purchases for conformity to the requirements of this Procurement Manual. The Finance and Technology Director shall review exceptions to these requirements.

G. Unauthorized Purchasing Authority

1. Except for emergencies or other authorized exemptions that are stated in this Procurement Manual, no purchase over \$5,000 shall be made without an authorized Purchase Order number issued by Purchasing. A Purchase Order number authorizes the vendor to bill the City for services or materials purchased.

2. Purchases without a required authorized Purchase Order number may be considered void and not an obligation of the City. Such invoices may be returned to the vendor unpaid.
3. Should payment be required, the processing of such unauthorized purchase will require the following steps:
 - a. The individual who authorized the item or service will be required to complete a "Single/Sole Source Justification form (*to include the term "Unauthorized Purchase" in the sub-section entitled "Other" under the Single Source definition section*), duly authorized by the requisite signature authority, and shall include a complete and compelling reason or rationale for the unauthorized purchase. This will be reviewed by the Purchasing Manager and the Finance and Technology Director for reasonableness and completeness, and may be subject to further requests for information and justification from line and/or department management.
 - b. The source justification shall be attached to a "Request for Payment" form, also duly reviewed and authorized. The departments shall retain full responsibility and accountability for any unauthorized purchases, including the rationale and justification for said purchase. At the discretion of the Finance and Technology Director, these transactions may be tracked in the current financial system, if possible, and/or through an alternative manual method.

Any employee making an unauthorized purchase may be held personally liable for the costs of the purchase or contract and may be subject to disciplinary action.

Quick Reference

Chapter 4 – Bidding Procedures

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Bidding Procedures

Chapter Objective: This chapter provides guidance regarding the types of solicitations that are required for proposals and bids depending upon the dollar value of the procurement action. It also provides information on the content and requirements for the various types of solicitations.

Purchasing shall determine which bidding procedure is most appropriate for a particular procurement action, based on the dollar limits specified in *Chapter 2, Sections B & C*. Both Purchasing and Departments may acquire vendor quotations for goods and services through informal “Quick Quotes” (QQs), for items under \$50,000. Purchasing shall be responsible for the more formal Request for Proposal (RFP) or Invitation to (or Request for) Bid (ITB/RFB) for orders above \$50,000. A Request for Information (RFI) may also be used in order to obtain preliminary market, technical or budgetary information.

A. Informal “Quick Quotes”

“Quick Quotes” are used in order to solicit informal competitive (*two or more*) quotations, and are normally used for less complex goods and services (*See Exhibit P*). Informal quotations may be used for procurements less than \$50,000. The “Quick Quote” process may be verbal for the purchase of goods, but should be requested in writing for non-professional services, especially in the event that the bidding threshold exceeds \$15,000 for maintenance-type projects. They do not require a specified closing time/date or public bid opening; however, departments should provide to Purchasing, with the submittal of a requisition for the placement of a Purchase Order, copies of the specifications provided to each vendor solicited for a particular procurement action (Ref: Ordinance No. 2009-030, Section 4.600.260).

B. Formal Bids and Requests for Proposals

Formal Bids or Requests for Proposals may be used in competitive procurements, depending on the nature of the commodity or service. Formal Bids or Requests for Proposals shall be mandatory in procurements over \$50,000 unless otherwise noted in this Procurement Manual.

The formal bid process may be used for the purchase of more complex specifications and may include multi-step sealed bidding. Formal bids should include, but are not limited to the following::

1. Invitation to Bid
2. Specified closing time and date.

3. Public notice. This may include any or all of the following as determined by the Purchasing Manager:
 - a. Newspapers
 - b. Bid Hotline
 - c. City Website
 - d. Public Bulletin Board
 - e. Pre-bid conferences when applicable
 - f. Receipt of sealed bids
 - g. Public bid opening of sealed bids
 - h. Evaluation of bids
 - i. Award of contract

C. Invitation to Bid (ITB) or Request for Proposal (RFP)

An ITB or a RFP process may be used when advantageous and practicable. The ITB process is generally used with very detailed and clear specifications, with price mainly being the factor in consideration. A RFP is generally used in procurements involving complicated and/or performance-type specifications, which may require re-work, re-design or discussion during the bid process. It is also utilized in negotiated procurements or those procurements where the answer to a certain approach or a specific item necessary to satisfy the City's needs is left to the creative problem-solving approach of the proposers. The RFP process permits discussions with competing proposers and changes in their proposal including price, and allows comparative judgmental evaluations to be made when selecting among acceptable proposals for award of the contract. ITBs and RFPs, shall include, but are not limited to, the following steps:

1. Request for Proposals distributed or advertised;
2. Specified closing time and date;
3. Public notice. This may include any or all of the following as determined by the Purchasing & Contracts Manager:
 - a. Newspapers;
 - b. Bid Hotline;
 - c. City Website; and/or
 - d. Public Bulletin Board.
 - e. Pre-bid conferences, when applicable;
 - f. Receipt of sealed proposals;
 - g. Proposal opening by procurement officials (confidential);
 - h. Evaluation of proposals (confidential);
 - i. Award of contract; and
 - j. Proposals become public information.

Competitive sealed bids/proposals shall be opened in front of two or more Purchasing staff members. Such offers shall not be disclosed to unauthorized persons.

Competitive sealed bids/proposals may include best and final offers. A common date and time may be established for the submission of best and final offers. The Purchasing Manager may make a written determination that it is in the City's best interest to conduct additional discussions or, in discussion with the requesting Department Director, change the City's requirements and require another submission of best and final offers. Proposers shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

It shall be the responsibility of Purchasing and departments or divisions to ensure confidentiality is maintained for all vendor proprietary information designated as such in bids or proposals. Departments shall keep all proposal information confidential until award and execution of a signed contract at which time proposals shall be made public except for those portions of the proposal which contain trade secrets or other proprietary data and which shall remain confidential.

D. Late Bids/Proposals

Sealed bids or proposals submitted after the designated closing time and date will be designated as unacceptable and shall be returned unopened to the bidder/proposer with a letter of explanation.

E. Rejection of Formal Bids/Proposals

The Purchasing Manager may reject any or all bids/proposals and may solicit new bids/proposals if it is determined to be in the best interest of the City.

F. Competitive Bidding Not Required

Competitive bidding is not required:

1. Where the procurement of goods or services is under \$5,000.
2. When it is in the best interest of the City to negotiate an extension of an existing contract based upon satisfactory performance, or when the product or services were purchased through recent competitive bidding. Such negotiated prices must be determined to be fair and reasonable.
3. When the purchase is made using a pre-existing contract awarded by another Public Agency, non-profit group, or contracting alliance.
4. The procurement is of a simple and routine nature as determined by Purchasing and approved by the City Manager.
5. When a purchase is determined to be a single/sole source. Refer to *Chapter 3, Section E*, "Single/Sole Source and Sole/Brand Purchases".
6. When a purchase is determined to be an emergency. Refer to *Chapter 3, Section F*.

G. Lowest Responsible and Responsive Bidder

For purposes of this section, "bidder" shall include any respondent to a City solicitation for price and/or information, regardless of the format of solicitation. This may include verbal

or written solicitations including Quick Quotes, Formal Bids or Formal Requests for Proposals.

Bids shall be awarded to the bidder who submits the lowest responsible and responsive bid that is most advantageous to the City, considering all requirements, or as otherwise authorized within this Procurement Manual.

1. Responsible Bidder

The term “lowest responsible bidder” as used in the City’s bidding documents shall mean the lowest bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage, considering all requirements as identified in this Procurement Manual.

In determining the “lowest responsible bidder”, the City shall evaluate price both in terms of initial cost and/or total cost of ownership. In addition to price, the following elements may be given consideration:

- a. The ability of the product offered to provide the quality, fitness and capacity for the required usage;
- b. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder, particularly in regard to reference checks;
- d. Whether the bidder may perform the contract and/or deliver the materials within the time required;
- e. The quality of performance and/or quality of products provided in previous contracts or services, particularly with reference to past purchases by the City;
- f. Vendor preferences as defined in this Procurement Manual; and
- g. Total cost of ownership is defined by evaluating costs incurred after initial purchase including, but not limited to:
 - Service agreement;
 - Training costs;
 - Spare parts cost and availability;
 - Proprietary restrictions;
 - Useful life; and
 - Warranty.

2. Responsive Bidder

- a. A responsive bid is one that is in substantial conformance with the requirements of the invitation to bid, including specifications/scope of work and the City’s contractual terms and conditions;
- b. Bidders who substitute terms and conditions or who qualify their bids in such a manner as to nullify or limit their liability may be considered non-responsive bidders; and

- c. Conformance with the requirements of the invitation to bid may also include, but not be limited to, completion of quotation forms, inclusion of references and attachments, and completion of required responses.

H. Vendor Preferences or Tie Bids

Preference for small local businesses and/or sustainable products and services may be made in accordance with *Chapter 6* of this Procurement Manual.

Tie bids are responsive bids from responsible bidders that are identical in price and which meet all the requirements and criteria set forth in the request for quotation or bid. If two or more bids are received, which are in all respects equal, the Purchasing and Contracts Manager may award within the following options:

1. Award the contract to the small local business who meets the definition and requirements of this Procurement Manual;
2. Award the contract to a business providing supplies produced or manufactured in the state of California or to a business that otherwise maintains a place of business in this state;
3. Where identical low bids include the cost of delivery, award the contract to the tie bidder farthest from the point of delivery;
4. Award the contract to the identical bidder who received the previous award and continue to award succeeding contracts to the same bidder so long as all low bids are identical and past service has been satisfactory; or
5. Reject all bids and negotiate a price with the tie bidders provided that the contract shall be let for less than the lowest responsible bid received.

I. Determination and Recommendation for Award

Purchasing shall provide requesting departments/divisions with spreadsheets summarizing bid/proposal results and copies of all bids and proposals submitted. Purchasing shall provide, in memo form, a suggested award recommendation to the requesting department/division based on Purchasing's review of all bid/proposal responses. The departments/division shall use all information provided as well as reference checks to determine lowest responsible bidder/proposer:

1. Either Purchasing or requesting department/division shall conduct reference checks based upon mutual prior agreement;
2. It shall be the responsibility of the requesting department or division to provide written bid/proposal award recommendations for lowest responsive and responsible bidder based on the bid/proposal terms and conditions and specifications/scope of work. The written recommendation and justification shall be signed by the requestor or individual who developed the specifications, and shall be submitted to Purchasing for review;
3. If, in the opinion of the Purchasing & Contracts Manager, the recommendation does not provide sufficient justification for award, the recommendation shall be reviewed

by the Finance and Technology Director; and an approval or denial shall be provided.

4. Following award, Purchasing shall consolidate the documentation for determining the basis of award for the successful bidder/proposer, and shall attach the documentation to the Purchasing file copy of the purchase order. The documentation may be entitled "Basis for Award".

J. Protests

1. Any actual or prospective bidder, proposer, or contractor who believes they have been aggrieved in connection with the solicitation or award of a contract may protest, in writing, to the Purchasing Manager, no later than ten (10) calendar days after award recommendation. Failure to submit a timely written protest to the Purchasing Manager shall bar consideration of such protest.
2. The Purchasing Manager shall have authority to settle and resolve a protest. If the protest is not resolved by mutual agreement between the Purchasing Manager, the vendor, and department representative, the Purchasing Manager shall promptly prepare a recommendation in writing to the requesting Department Director, the Finance and Technology Director, and the City Attorney. The recommendation shall state the reason for any recommended action and shall inform the protestant of its right to any further review.
3. In the event of a timely protest in Subsection (1) above, the Purchasing Manager shall not proceed further with the award of the contract until, after consultation with the requesting Department Director, a written determination is made that the contract shall be awarded without delay to protect substantial interests of the City.
4. The Finance and Technology Director in consultation with the City Attorney and appropriate Department Director shall approve any subsequent action regarding the award.

K. Bid Security

Bid security protects the City against the failure or refusal of the lowest responsible bidder entered into a contract to provide the services bid, as required, and to proceed with performance under the contract.

Acceptable bid security shall be limited to:

1. An annual or one-time bid bond in a form satisfactory to the City underwritten by a company licensed to issue bid bonds in the State of California; or
2. A bank certified check or cash.

Bid security, when required, shall equal ten percent (10%) of the bid amount, unless otherwise specified.

If a bid does not comply with the bid security requirements in a solicitation for bids, the bid may be rejected as non-responsive.

L. Performance and Payment Bonds

Performance Bond: A performance bond indemnifies the City against loss resulting from the failure of the contractor to perform a construction contract in accordance with the plans and specifications. A performance bond may be required for contracts in an amount up to 100% of the contract price. The contractor, if required, shall deliver the performance bond to the City at the same time the contract is executed. If a contractor fails to deliver the required performance bond, the contractor's bid shall be rejected, its bid security shall be enforced, and award of the contract shall be made to the next lowest responsible bidder.

Payment/Labor and Materials Bond: A payment bond guarantees payment and protection for those furnishing labor and materials to the contractor or its subcontractors for the work bonded. A payment bond may be required in the amount of 100% of the contract price. The contractor shall, if required, deliver the payment bond to the City at the same time the contract is executed. If a contractor fails to deliver the required payment bond, the contractor's bid shall be rejected, its bid security shall be enforced, and award of the contract shall be made to the next lowest responsible bidder.

It is normally recommended that performance bonds and/or payment/labor and materials bonds apply to orders over \$100,000; however, this shall be up to the requesting department and Purchasing and Contracts Manager, depending upon the type and level of the procurement action.

Quick Reference

Chapter 5 – Specifications and Contract Scope

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Specifications and Contract Scope

Chapter Objective: *This chapter provides the definition, purpose, responsibility and requirements for the preparation of vendor specifications. It also provides a description of the City's definition of a Public Works "engineering/construction contract" vs. a "maintenance-type" effort pursuant to the City's Charter requirements.*

Applicability

Definition: A specification is a description of the physical, functional, or performance characteristics of a good or non-professional service. When contracting for services, a scope of work describes what needs to be accomplished and provides a technical description of the work to be performed.

Purpose: The purpose of a specification/scope of work is to serve as a basis for obtaining a supply or service adequate and suitable for the City's needs in a cost effective manner. The specification should include when possible the full costs of ownership and operation (e.g. "warranty, maintenance, supply costs, inspecting, testing, and other special operating expenses"), as well as initial acquisition costs.

Department Responsibility: The requesting department is best suited to know what specifications are appropriate and therefore is responsible for their development. Purchasing's role is to review specifications for open and competitive language and to ensure specifications treat all vendors fairly and are in compliance with City policies.

Requirements:

- Specifications should emphasize functional or performance criteria while limiting design or other detailed physical descriptions to only those necessary to meet the needs of the City.
- Specifications/scope of work must state all requirements that are to be considered in evaluating bids or quotes.
- Accurate specifications are essential for effective bidding. Therefore, it is the responsibility of each department to provide detailed, accurate specifications/scope of work when requisitioning supplies and services to ensure goods/services are obtained consistent with expectations and requirements.

Purchasing is available to assist operating departments with research and recommendations in developing specifications.

Specifications for “Maintenance-type” Labor/Service Contracts

Effective January 1, 2015, specifications for maintenance-type projects that are bid through Purchasing shall require prevailing wage rates per California Labor Code 1782

The purpose of this section is to define the term “maintenance” type projects as used in the City Charter and applicable Administrative Policy and Procedure (AP&P) 18.7, as opposed to a Public Works construction contract, which also requires prevailing wage rates, but follows the bidding and contracting policies, pursuant to the Public Contract Code requirements.

Because of the difference in these type of Public Works projects defined below, , Purchasing bids contracts for maintenance-type services , and the City’s Engineering and Operations Division of the Public Works Department, bids construction contracts, including the alteration, demolition and repair on a public facility or property. .Notwithstanding the above, the City’s Water Division of the Public Works Department is not required to put the work out to bid for water meter installations, fire line installations, connections to the City’s water system and back flow prevention installations, regardless of the amount involved.

The definitions for these two types of Public Works projects are as follows:

Public Works Project: Construction, alteration, demolition, installation, or repair paid in whole, or part, with public funds. The following are specific examples listed in Labor Code 1720-1724:

1. Work done for irrigation, utility, reclamation, and improvement districts.
 2. Street, sewer, or other improvement work.
 3. Laying of carpet.
 4. Public transportation demonstration projects.
 5. Redevelopment on private property paid in whole, or part, with public funds.
 6. Design and preconstruction work including, but not limited to, inspection and land surveying.
 7. Installation work including, but not limited to, assembly and disassembly of freestanding and affixed modular office systems.
 8. Hauling of refuse from a construction site (aka public works site) to an outside location; this includes, but is not limited to, hauling soil, sand, gravel, rocks, concrete, asphalt, excavation materials, and construction debris. This excludes recycled materials (such as metals) to be re-sold.
 9. Work performed in connection with the construction or maintenance of renewable energy generating capacity or energy efficiency improvements.
- b. Maintenance:

1. Routine, recurring and usual work, including inspections, for the preservation and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property).
2. Carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve the publicly owned or publicly operated facility, INCLUDING repairs, cleaning, and other operations *on machinery and other equipment permanently attached to the building or realty as fixtures*. Prevailing wage *does not* apply if parts are removed from a building or equipment and repaired off-site.
3. Landscape maintenance.

EXCEPTIONS

Prevailing Wages **do not** have to be paid to the following:

- a. Volunteers and volunteer coordinators (those that are paid to supervise actual volunteers).
 - b. Work performed by the CA Conservation Corps (and other non-profits certified by them).
 - c. City employees.
 - d. Routine janitorial services.
 - e. Security guards.
 - f. Landscape maintenance completed by non-profits employing mentally and/or physically disabled workers.
3. In order to ensure that the proper regulations are being followed in regard to the Public Contract Code versus the City's requirements for "maintenance" type projects, an authorized official of the requesting organization shall be required to submit a "Certification of Maintenance-type Projects" (See Exhibit Q), if required, in order to verify that the effort is approved for a "maintenance-type" service agreement.

Review of Specifications

Purchasing is responsible to review specifications for completeness of information, terms and conditions, insurance/risk management coverage, and open and competitive language.

To assure specifications and terms meet City needs, Purchasing may request pertinent City staff to review specifications prior to releasing invitations to bid. Such review may be required by Public Works, the City Attorney's office, Risk Management, Information Technology, or other appropriate City staff.

Quick Reference

Chapter 6 – Vendor Preferences, Requirements and Relations

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Vendor Preferences, Requirements and Relations

Chapter Objective: *This chapter provides the definition and description of the Small Local Business Purchasing Preference Program, the City's Green Product/Service Preference objectives, the Living Wage Ordinance, as well as information on Vendor Assistance and Relations.*

Small Local Business Purchasing Preference Program

In determining the lowest responsible bidder for any city purchase of goods or public works construction contract or project that is for \$250,000 or less, and when responsibility and quality are equal, a credit of five percent (5%) of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" as defined below. This provision shall not apply to contracts where federal or state laws prohibit a preference. The Purchasing Manager or a representative from the Public Works Department shall provide a form by which a Small Local Business shall document and certify that it qualifies for such credit, where applicable. (See *Exhibit R*)

Definition of "Small Local Business":

"Small Local Business" shall mean either: 1) a business entity that has for at least twelve (12) months immediately preceding submittal of its bid held a current business license issued by the city and maintained its principal business office within the city's geographic boundaries, and that employs fewer than one hundred (100) employees or has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the preceding three years or 2) a business entity that proposes to use subcontractors, accounting for at least thirty (30) percent of the contract bid value, that have for at least twelve (12) months immediately preceding submittal of its bid held a current business license issued by the city and maintained its principal business office within the city's geographic boundaries, and that employs fewer than one hundred (100) employees or has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the preceding three years.

Green Product/Service Preference

The City may institute purchasing practices that reduce waste and result in the purchase of fewer products whenever practicable and cost-effective, without reducing safety or workplace quality.

The City may consider short-term and long-term costs in comparing environmentally preferable product alternatives with traditional goods, when feasible. Products that are durable, long lasting, reusable, refillable, recyclable or otherwise create less waste may be selected whenever possible.

The City may purchase re-manufactured and recycled content products whenever practicable, without reducing safety, quality or effectiveness. A five percent (5%) price preference may be given to recycled content products based on the lowest bid or price quoted by the suppliers offering the competing non-recycled content products.

The City may require all vendors to use recyclable packaging and minimize packaging to the greatest extent possible.

The City will attempt to not purchase any expanded polystyrene (Styrofoam) or bottled water unless absolutely necessary (i.e. Emergency Operations).

No product or service purchased by the City may contain, emit, or create the following to the extent practicable: Carcinogens and reproductive toxins; persistent bio-accumulative toxicants, including lead, mercury, dioxins and furans for example; compounds toxic to humans, aquatic and other terrestrial life, corrosive to the skin or eyes, or defined as skin sensitizers; substances that contribute to the production of photochemical smog, increased tropospheric ozone levels, or poor indoor air quality.

All cleaning or disinfecting products may, at a minimum, meet Green Seal, EcoLogo, TerraChoice and/or Design for the Environment US EPA Logo Standards for environmental preference and performance, whenever practical.

For Facilities maintenance, the City may purchase products with the lowest amount of volatile organic compounds (VOCs), formaldehyde and the highest recycled content when purchasing materials such as paint, carpeting, flooring, adhesives, furniture and casework.

When replacing vehicles, the City may lease or purchase only the most fuel-efficient models available that are suitable for conducting City business.

To the extent practicable, the City may use renewably derived fuels or fuels that are cleaner and less polluting than gasoline and conventional diesel fuel, including biodiesel, natural gas and electricity.

The City may purchase 100% post-consumer paper whenever possible. All pre-printed recycled content papers intended for distribution that are purchased or produced may contain a statement that the paper has recycled content.

When specifying asphalt concrete, aggregate base or portland cement concrete for road construction projects, the City may use recycled, reusable or reground materials when practicable and consistent with accepted engineering practices and codes.

Where applicable, energy efficient equipment may be purchased with the most current energy efficiency functions and in the upper 25% of energy efficiency (Energy Star Certification) as designated by the Federal Energy Management Program. Energy Star and power-saving features for copiers, computers, monitors, printers and other office equipment may be enabled

during the initial installation and may remain enabled unless these features conflict with the manufacturer's recommended operation and maintenance of the equipment.

Hardscapes and landscape structures constructed of recycled content materials are encouraged.

The City may give preference to wood and wood products that are certified to be sustainable, harvested by a comprehensive, performance-based certification system (e.g. Forest Stewardship Council).

Bio-based plastic products that are biodegradable and compostable, such as bags, film, food, and beverage containers, and cutlery, are encouraged whenever practicable.

Living Wage Requirement

All non-professional service contracts entered into, whose combined total exceeds the annually adjusted amount for that fiscal year (*noted in annually updated P.O. Terms and Conditions or General Provisions*), are subject to the City of Ventura's Living Wage Ordinance, pursuant to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code, entitled "Living Wages and Benefits for City Services". Solicitations for non-professional services should include the City of Ventura's standard and "approved as to form" Living Wage provision, which is included in the standard Purchase Order Terms and Conditions and General Provisions. This provision should be acknowledged by the vendor prior to entering into a purchase order or contract agreement for such services in order to confirm that the Seller has read a copy of Chapter 2.525 of the Code and understands the requirements of that Section.

Prevailing Wage Requirements

Effective January 1, 2015, the payment of State prevailing rates of wages as designated for Ventura County for on-site work and delivery of materials shall apply to public works construction projects over \$25,000 and projects for alteration, demolition, repair, or maintenance work over \$15,000. Prevailing wages are required to be paid to all workers, including subcontracted employees.

This contract may be subject to compliance monitoring and enforcement by the DIR. As of July 1, 2014, all contractors and subcontractors must register with the DIR in order to submit a bid and be awarded a contract (<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>).

As of April 1, 2015, the City must hire only registered contractors and subcontractors. For complete requirements, please refer to the "Contractor Registration Fact Sheet" located on the City's website at <http://www.cityofventura.net/ft/purchasing>.

The Contractor will post at appropriate conspicuous points at the site of the project a schedule showing determinations of the Director of Industrial Relations of the prevailing rate of per diem wages. It will be the Contractor's responsibility to obtain copies of the prevailing rate of per diem wages. One source that may be used is the California Department of Industrial Relations website which is currently located at www.dir.ca.gov, or by calling the Prevailing Wage Unit at [\(415\) 703-4774](tel:4157034774).

The Contractor will comply with Section 1007 of the San Buenaventura Charter. In accordance with Labor Code Section 1775 (“Section 1775”), the Contractor will forfeit as a penalty to the City of San Buenaventura, \$25.00 for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by Contractor or by any subcontractor under Contractor in violation of the provisions of the Charter. In addition to said penalty and pursuant to the said Section 1775, the difference between the stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof, for which each worker was paid less than the stipulated prevailing wage rate will be paid to each worker by the Contractor. Any sums forfeited under the provisions of this section will be deducted from the payments under this contract by the City.

Every Contractor and subcontractor will keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him in connection with the public project.

It is unlawful to split or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

Use of Prevailing Wages vs. Living Wages:

In the event that there is a difference between the amount of wages to be paid under the City of Ventura’s local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to the contract.

Vendor Assistance and Relations

A. Vendor Assistance

There may be occasions when vendor assistance may be required in developing specifications. Such specifications should be written in general terms and the vendor should be clearly informed that the information provided may be used in developing specifications for a competitive bidding process.

Vendors assisting in design/build specifications may be restricted from submitting a bid/proposal due to potential conflict of interest.

1. Product Demonstrations

Product demonstrations provide departments an opportunity to evaluate products prior to placing an order. Product demonstrations may also be required as an important element in evaluating bids or proposals.

When departments arrange product demonstrations that are not part of a bid or proposal process, it may lead the vendor to believe their product has an inside advantage over other similar products. Product demonstrations or evaluating products

on a trial basis may also create a feeling of obligation on the part of the reviewing department. Therefore, departments should use caution in arranging product demonstrations or evaluating products on a trial basis.

- a. For purchases over \$50,000, departments shall contact Purchasing to request product demonstrations or to evaluate products on a trial basis.
- b. Departments shall clearly inform vendors of any pending bid process and of the City's obligation to evaluate all competitive bids.

B. Vendor Relations

1. It is to the City's advantage to maintain and promote good relations with vendors. The City's vendor relations reflect the public image of the City organization. Both Purchasing and operating departments benefit from contacting vendors to obtain technical information and cost estimates for planning purposes.
2. Both Purchasing and operating departments are responsible when contacting vendors to promote fairness, integrity, courtesy and goodwill in their vendor relations.
3. Purchasing routinely serves as an intermediary between divisions and vendors, resolving disputes, coordinating demonstrations, interviewing vendors, arranging interviews with division staff, obtaining prices, catalogs, samples and general information on commodities. When departments initiate a purchase, it is their responsibility to resolve any vendor complaints, delivery problems, invoices discrepancies, and any other issues that may arise relating to the purchase.
4. Purchasing may establish a process and the necessary forms to record vendor interests and information. All vendor solicitations shall be forwarded to Purchasing for review and validation.

C. Vendor Performance

1. It is the responsibility of the operating departments to monitor, document, and inform Purchasing of any vendor problems.
2. Purchasing will assist in resolving vendor problems and will document the complaint in a vendor history file.
3. The following violations may justify suspension of a vendor from the City's vendor information files and bid reference:
 - a. Failure to Perform
Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract.
 - b. Recent Record of Poor Performance
A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more City contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor or supplier shall not be considered to be a basis for suspension.
 - c. Other Causes
Any other cause determined to be so serious and compelling as to affect responsibility as a City contractor or supplier, including suspension by another governmental entity for any cause listed in this Section.

4. After reasonable notice to the vendor involved, and reasonable opportunity for that vendor to respond and cure the violation, The Purchasing Manager shall be responsible to make a recommendation for suspension to the Finance and Technology Director. Upon approval by the Finance and Technology Director, the suspension shall be for a period not to exceed three years.
5. Reinstatement shall occur upon request from the vendor following completion of the suspension period.
6. The Purchasing & Contracts Manager shall review the vendor's performance by contacting no less than three (3) references to verify performance has improved.

D. Management of Vendor Contract

1. Departments are responsible to initiate the purchase requisition, develop the specification/scope of work, and recommend the award of contract; therefore, contract management is the responsibility of the requesting department. It is the department's responsibility to monitor all contracts/purchase orders for vendor performance, to keep written documentation of failures to perform, and to notify Purchasing of such performance problems. Purchasing shall assist in enforcing contract compliance.
2. Departments wishing to lodge a complaint against a vendor (for poor service, failure to meet specifications, etc.) should contact Purchasing in order to document and file (in writing) a vendor complaint.
3. Departments wishing to cancel a contract/purchase order for poor performance shall contact Purchasing. The decision to cancel a contract for poor performance shall be reviewed by the Purchasing Manager, the requesting Department Director and the City Attorney's office.

Quick Reference

Chapter 7 – Purchase Order Payments

Topic	Page
Processing Invoices for Purchase Order Payments	40

Purchase Order Payments

Chapter Objective: Describes the process and requirements for processing invoices for purchase order or other contract-related payments.

Processing Invoices for Purchase Order Payments

- A. Departments shall be responsible to obtain invoices and/or delivery receipts for all delegated purchasing transactions. When a purchase has not been made through the issuance of an authorized Purchase Order, departments shall be required to provide a “2-tier” signature authorization on any invoice related to the purchase.
- B. Signing-off invoices and receipts. Departments are responsible to ensure any invoice or paperwork that is processed for payment and forwarded to Accounts Payable, has a valid budget code (i.e., budget codes are correct and funds are available), is signed by the Requestor and an authorized official of that department, and that such signatures verify all goods and services have been inspected and received in satisfactory order.
- C. Departments shall forward signed-off invoices and/or receipts to Accounts Payable within five (5) working days after receipt of goods and/or services and shall be responsible for identifying the appropriate Agreement Number, Purchase Order number, Blanket Purchase Order Number, Payment Request transaction or CAL Card transaction on the invoice. Departments should not hold invoices or receipts. This prevents timely payment to vendors. Departments may, at their discretion, make and keep copies of the signed-off invoices and any other information they deem appropriate.
- D. Accounts Payable shall match the department signed-off invoice copy with the original invoice received from the vendor and shall verify unit prices and other pertinent information. Accounts Payable shall contact the department if there is a discrepancy between the signed-off receiving document and the original invoice received by Accounts Payable from the vendor.
- E. The operating department shall resolve any discrepancies involving the receiving documents or invoices and the original invoice received by Accounts Payable from the vendor. In the case of a discrepancy, the department shall instruct the vendor to submit a corrected invoice to Accounts Payable. The department shall notify Accounts Payable that a corrected invoice is forthcoming.
- F. The Accounts Payable office is responsible to ensure a W9 form is on file with Accounting and Reporting for all vendors doing business with the City. Departments with delegated purchasing authority shall be responsible for ensuring that (1) a current W9 is on file with Accounts Payable prior to entering into an agreement with a vendor or (2) providing a completed W9 from the vendor to Accounts Payable prior to invoice payment.

Glossary of Common Purchasing Terms and Applications

Chapter Objective: Provide a description of common purchasing and contracting terms and definitions, including the applicability and required forms.

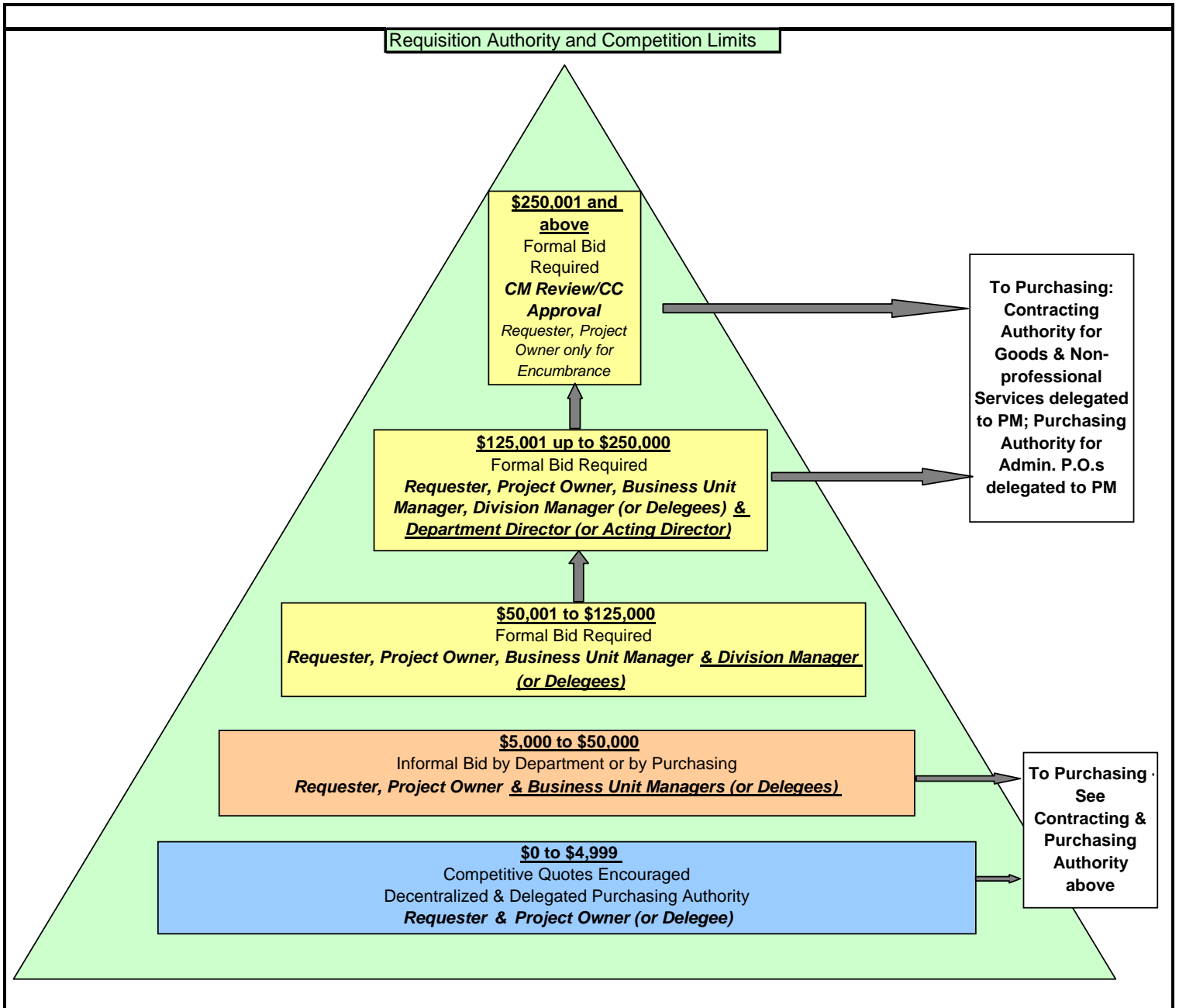
TERM	DEFINITION AND APPLICABILITY	REQUIRED FORMS (at P:ON LINE FORMS/Purchasing Forms)		
Administrative Purchase Order	Used for the purpose of encumbering funds for contracts and agreements (e.g., "PSAs, GSAs, Engineering Construction Contracts, Community Service Grants, Annual Maintenance Agreements, etc.) into the Agresso Financial System; Requisition required for authorization of encumbrance.	Agresso Requisition Form		
Blanket Purchase Order (BPO)	A Purchase Order established with a "blanket" (pre-authorized) pricing and ordering agreement. Used for goods or non-professional "maintenance-type" services, which are anticipated to be purchased on a undefined basis, yet may be frequently required, on an as-needed or repetitive basis, in order to support emergency or on-going maintenance operations. Orders are placed directly with the supplier once the BPO has been authorized by Purchasing and are used to eliminate the administrative burden with individual P.O. transactions for continued and repetitive purchases. The City will determine whether prices are fair and reasonable by comparing the prices/discounts that a company offers to City with prices/discounts that the company offers to commercial customers. In order to make this comparison, the City will require offerors, thru' a bidding process, to furnish commercial pricelists and disclose information regarding their pricing/discounting practices. BPOs may be established with one or more contractors who offer a fair and reasonable price given certain strategic considerations (e.g., "the recurring scope and complexity of the requirement	Agresso Requisition Form	PO Terms & Conditions	BPO Supplemental Terms & Conditions
Business Tax Certificate	A business tax certificate ("Business License") is required for a person or a company (vendor/contractor/supplier) engaging in business in the city. A city business license tax must be paid prior to any work being performed. Operation of a business without a business tax certificate and payment of the business license tax shall constitute a separate violation for each day that such business is conducted. (Ref. 4155.210 of Municipal Code)	Contact J. Dunn, Business Tax Supervisor, x4773		
Capital Improvement Project	Contracting performed by Public Works Department (Engineering or Facilities Division)	Defn of CIP vs Maintenance Effort		
Change Order	Used for the purpose of amending a regular Purchase Order or an Administrative Purchase Order; Requisition required (Use "Change Order" drop down option on menu) for authorization of P.O. change.	Agresso Requisition Form		
Contract Amendment	Written standard form amendment, to be executed by both vendor/contractor and the City in order to describe the changes to a previously established contractual agreement. This would accompany a Requisition (used for the encumbrance of any funding changes to be incorporated into the Agresso Financial System.)	Contract Amendment Form		
Purchasing/Contracting Authority	Defined by Purchasing and Contracts Ordinance No. 2009-030, effective 1/6/10	Contracting Authority Pyramid		
Cost or Price Justification	May be required if "other than full and open competitive bid process" used (e.g., "Single/Sole Source justification) Requirement associated with establishing price reasonableness due to the use of public funds	Cost or Price Justification form		
Emergency Purchase Order	A Purchase Order that is issued in order to assist the City and its departments in responding to a community emergency, and/or necessary for the continued operation of the office or department involved in responding to a community emergency, the preservation of life, health, or property, and/or the continued operation of a critical City service. Purchasing is contacted verbally to obtain an Emergency Purchase Order number, whenever possible. Within 48 hours after the emergency purchase, the department shall submit a written justification, with a completed Purchase Requisition.	Emergency Purchase form; Purchase Requisition		
Formal RFP/RFB/ITB	Required for orders over \$50,001. Handled centrally through the Purchasing and Contracts Division.	General Provisions		
General Service Agreement (GSA)	Annual service agreement used for general (non-professional "maintenance-type" services). Agreement should have a Scope of Service or a Statement of Work, with a defined project or outcome, based upon a specific term.	General Service Agreement		
Green Product/Service Preference	The City may consider purchasing re-manufactured and recycled content products whenever practicable. A 5% price preference MAY be applied, if applicable to the bidding requirements.			
Informal Bidding and "Quick Quote"	Applicable to orders between \$5,000 and \$50,000; Department may solicit quotations, but must provide copies of specifications provided to all bidders. Use of "Quick-Quote" form highly suggested. Purchasing may waive department's delegated solicitation authority if deemed appropriate to handle centrally.	Quick Quote		
Insurance Requirements	Required for services being performed on City property; amounts and types vary; Decentralized responsibility to departments to collect and track; Purchasing will acquire insurance documents when establishing order thru' its bidding process.	Insurance Matrix	Gen Lia Endorsement	Auto Endorsement
Living Wage	Required when contractor is performing services, excluding Public Works construction type contracts	PO Terms & Conditions		
Maintenance Type Project	Contracting performed by Finance & Technology Department (Purchasing and Contracts Division)	Defn of CIP vs Maintenance Effort		

TERM	DEFINITION AND APPLICABILITY	REQUIRED FORMS (at P:ON LINE FORMS/Purchasing Forms)		
Master Computer Software Agreement	Used for the purpose of entering into an agreement for a customized and licensed computer software agreement.	<u>Master Computer Software Agreement</u>		
Prevailing Wage	Used for construction type contracts. Does not apply to maintenance-type efforts per City Charter	Contact Public Works		
Professional Service Agreement (PSA)	Used for specialized services, such as Architects, Accountants, Attorney, Engineers; award primarily based upon qualifications vs. pricing; therefore, separate policy (AP&P 8.2); Standard forms for over \$50K and under \$50K due to C.A. signature reqmts; Contract Selection/Basis of Award form also required.	<u>Sample PSA Under \$50K</u>	<u>Sample PSA Over \$50K</u>	<u>PSA Contract Selection form</u>
Purchase Order	Used for the purchase of Goods or Non-Professional Services; Requisition required for authorization of purchase			
Request for Payment Process	Used when Purchase Order is not issued (e.g. "for approval of invoices associated with BPOs, or milestone/partial payments associated with contractual agreements	<u>Request for Payment form (Excel)</u>	<u>Request for Payment form (Word)</u>	
Requisition	Used for authorizing the placement of a Purchase Order, Administrative Purchase Order, Emergency Purchase Order or Purchase Change Order	<u>Agresso Requisition Form</u>		
Service Agreement (Simple)	Used for service agreements under \$5K (for individuals with delegated purchasing authority)	<u>Service Agreement (Simple)</u>	NEEDS TERMS FIXED	
Single/Sole Source	Sole source is the ONLY known available source for the required product or service; A single source is one of the sources that can provide a required product or service, but preferred by the city department with an authorized justification. Both source justifications are for "other than full and open competition", are not encouraged, and must be approved by the department director (or designee) and CM's office, as required.	<u>Single/Sole Source Justification form</u>		
Small Local Vendor Preference	Applies to the purchase of goods and public works construction contracts for \$250K or less; <i>(Note: Per P/C Ordinance, description of goods includes labor incidental to the purchase of goods, such as set-up, installation and testing.)</i> In determining lowest responsible bidder, when responsibility and quality are equal, a 5% credit will be given to a bidder meeting the specs, if they are considered to be a "Small Local Business" <i>(i.e., "Must be within the city's geographic boundaries, have a current business license w/in 12 months of bid, employ fewer than 100 employees and have avg annual gross receipts of \$20,000,000 or less over the preceding 3 years.)</i>	<u>Small Local Vendor Certificate</u>		
Specifications	A description of the physical, functional or performance characteristics of a supply or service. When contracting for services, a Scope of Work is used to describe what needs to be accomplished and provides a technical description of the work to be performed	<u>Scope Template</u>		
W9 or 1099 Forms	Required for all vendors doing business with the City. Accounts Payable is responsible to ensure appropriate form is on file prior to payment of any invoice. The W-9 "Request for Taxpayer Identification Number and Certification" form identifies and checks an independent contractor's taxpayer identification number - their social security or employer identification number. The 1099 form is for an independent contractor that has earned \$600 dollars during the year as receipt for payment of services, parts or materials.	99		

Exhibits

EXHIBIT A - Purchasing Authority and Competition Limits (Decision Pyramid)
EXHIBIT B - Procurement Decision Matrix
EXHIBIT C - Request for City (CAL) Card
EXHIBIT D - CAL-Card Statement Attachment
EXHIBIT E - Purchase Restrictions for CAL-Cards
EXHIBIT F - Service Agreement Form (for orders under \$5,000)
EXHIBIT G - Vendor Insurance Requirements
EXHIBIT H - General Liability Special Endorsement
EXHIBIT I - Automobile Liability Special Endorsement
EXHIBIT J - Request for Payment Form
EXHIBIT K - Single/Sole Source Justification Form
EXHIBIT L - Cost/Price Analysis Form
EXHIBIT M - Guidelines for City Expenditures Related to Meetings & Events
EXHIBIT N - Agresso Purchase Requisition Form
EXHIBIT O - Emergency Justification Form
EXHIBIT P - Informal "Quick Quote" Form
EXHIBIT Q - Certification of "Maintenance-type" Effort Projects
EXHIBIT R - Small Local Business Certification
EXHIBIT S - IT Equipment Purchase List

**Exhibit A
City of Ventura
Supplies and Non Professional Services
Contracting Authority & Bidding Requirements**



Dollar Threshold	Purchase Type*	Restrictions/Approvals (See PM References)	Bid Requirements	Source &/OR Price Justification	Purchase & Invoice Approval Methods	PM Reference(s)	Applicable Forms (available at P:ONLINE FORMS/PURCHASING FORMS)	
under \$5K	Goods and Supplies	(1) Facilities and IT approval for specific items; (2) Special restrictions on food or meal reimbursement; Approval by Project Manager.	Competition Encouraged	N/A	(1) CAL Card; (2) Payment Request	(1) PM, Chapter 3, Sect. 2 b. (2) APP 12.17, "Unallowable Expenses of City Funds"; "Allowable Expenses"; 14.9 "Meal Reimbursement", "Travel Advances"	(1) "Request for City 'CAL' Card" form; "Request for Payment" form or stamp (2) "Authorization and Allowance for Food Expenditures" form	
\$5,000 - \$50,000		Same as above, except approval by Business Unit Manager.	Informal Competitive Dept. Quotes, Quick Quotes Accepted	<u>Lacking competition:</u> (1) Single/Sole Source justification required with Department Director signature over \$10K and CFO and CM signature over \$25K; (2) Add'l Dept or Buyer price/cost analysis may be required.	(1) Purchase Requisition for authorization of PO or BPO with standard Terms and Conditions; (2) Coded and Stamped Invoice (unless partial payment required; then, use "Request for Payment" form).	Same as above; Add PM Chapter 2 & 4, "Informal Bidding Reqmts"	(1) "Quick Quote" form (2) "Request for Blanket Purchase Order" form (3) "Single/Sole Source Justification" form (4) "Cost/Price Analysis" form (5) "Request for	
\$51,001 - \$250,000		Same as above, except approval by Department Director.	Formal Competitive RFP/RFB Process Required	Same as above	Same as above	Same as above	Same as above, except replace PM Chapter 2 and 4 "Informal Bidding Reqmts" with PM Chapter 2 & 4 "Formal Bidding Reqmts"	(1) Formal RFP/RFB packages; Custom - See Buyer; (2) "Single/Sole Source Justification" form (3) "Cost/Price Analysis" form (4) "Request for Payment" form
\$250,001 and above		Same as above, except approval by City Manager and City Council.	Same as above	Same as above	Same as above	Same as above	Same as above	Same as above
under \$5K		Services*	(1) IT approval may be required for specific services; (2) Department responsible for obtaining and verifying required insurance documentation; Approval by Project Manager.	Competition Encouraged	N/A	(1) Service Agreement recommended; (2) Payment Request process used for Invoice Approval - must be properly authorized and coded	APP 20.3, if applicable	(1) Insurance Matrix, Gen.Liability Endorse. form, Auto Liability Endorse. form; (2) "Service Agreement (Simple)" form; (3) "Request for Payment" form or stamp
\$5,000 - \$50,000	(1) IT approval may be required for specific services; (2) Insurance verification required; Approval by Business Unit Manager.		Informal Competitive Dept. Quotes, Quick Quotes Accepted	<u>Lacking competition:</u> (1) Single/Sole Source justification required with Department Director signature over \$10K and CFO and CM signature over \$25K; (2) Add'l Dept or Buyer price/cost analysis may be required.	(1) Purchase Requisition and Purchase Order with standard P.O. Terms and Conditions; (2) Use of Blanket Purchase Order with standard P.O. and supplemental BPO Terms and Conditions <i>(NOTE: Use of General Service Agreement recommended for a defined scope of service</i>	Same as above, except add PM Chapter 2 & 4, "Informal Bidding Reqmts"	(1) "Single/Sole Source Justification" form (2) "Cost/Price Analysis" form (3) "General Service Agreement" form (4) "Request for Payment" form	
\$50,001 - \$250,000	Same as above, except approval by Department Director.		Formal Competitive RFP/RFB Process Required	Same as above	Same as above	Same as above	Same as above, except replace PM Chapter 2 and 4 "Informal Bidding Reqmts" with PM Chapter 2 and 4 "Formal Bidding Reqmts"	Same as above
\$250,001 and above	Same as above, except approval by City Manager and City Council.		Same as above	Same as above	Same as above	Same as above	Same as above	Same as above

CITY OF
VENTURA

EXHIBIT C
REQUEST FOR CITY CREDIT (CAL) CARD

(Applicable to **New Request & Limit Change Request**)

Date: _____

Applicant's Full Name: _____

Applicant's Title: _____

Applicant's Employee Status) _____
(Indicate if employee is regular [(benefited) full or part-time])

Sample Signature: _____

Applicant's Title: _____

Applicant's Phone No.: _____

Department Name: _____

Single Purchase Limit: _____
(NTE: \$5,000; Ref: Financial Policies (AP&P 14.7))

30 Day Limit: _____

Restrictions: _____
(Other than those commodities and Purchase Restrictions for CAL-Cards)

Department agrees to assume all responsibility for applicant's purchases in accordance with the City's Purchasing Policies and Procedures, and confirms that the recommended Single Purchase Limit is commensurate with the type and level of transactions required for applicant's position. In addition, the Department agrees to pay any late fees assessed by the Bank for late processing of the invoice.

Approving Official (Supervisor/Manager)
(Print)

Approving Official (Supervisor/Manager)
(Signature)

Department Head Approval (Print)

Department Head Approval (Signature)

Purchasing & Contracts Manager Approval

Attachment 1

PURCHASE RESTRICTIONS FOR CAL-CARDS

1. Cash advances.
2. Fuel purchases when receiving mileage reimbursement or when a gas credit card is provided by Equipment Services.
3. Food purchases not in accordance with **AP&P 12.17**, "Guidelines for City Expenditures Related to Employee Events" or **AP&P 14.9**, "Authorization and Allowances for Travel and Meeting Expenses".
 - Examples of allowable expenses are:
 - i. Food for events that are an outgrowth of City employment or City business, which are reasonable in cost and approved by a Department Manager.
 - Examples of unallowable expenses are:
 - i. Anything personal in nature;
 - ii. Anything not associated with a public meeting, City special event, celebration or training seminar;
 - iii. Food or drinks for Staff Meetings; or
 - iv. Local business meals for two or more staff (exception: once/year per APP 12.17, "Employee Recognition").
4. Information Technology Related Equipment and Services*
 This is equipment that requires a computer connection, network connection, internet connection, network configuration; all purchases of or subscriptions to software; and installation or programming services (e.g. PCs, Monitors, Laptops, Tablets, Notebooks, Printers, Copiers, Scanners, Fax machines, Projectors, , anything with a USB or Firewire connection, "Cloud" software, programming professional services.

Digital Cameras; Video Cameras/Recording/Transmission*
Communications Equipment* (e.g., Telephones, Cellphones, Telephone interfaces or desk sets intended to be connected to the City's VOIP (Shoretel) telephone system)*
****Prior written approval is required by the IT Division, for the IT Related Equipment and Services, Camera and Video and Communications equipment, identified above, with the exception of the following items under \$100.00:***
 - Keyboards and pointing devices (mice, trackballs) Speakers and headsets, Flash Drive, Portable DVD R/W, CD/DVD Disks.
5. Services, except repairs performed at the seller's plant.
6. Weapons and ammunition.
7. Rentals of equipment.
8. Office supplies (Exception: when supported by justification as to why City Cooperative Agreement with Office Supply vendor was not used).
9. Cigarettes, tobacco products, or alcohol.
10. Furniture. Refer to City **AP&P No. 18.5**, "Furniture/Furnishings Standardization Plan".
11. Machinery that requires a maintenance agreement.
12. Consultants, instructors, and other professional services, etc. Refer to City **AP&P No. 8.2**, "Professional Service Agreements".
13. Office art, furnishings and plants.

SERVICE AGREEMENT

For Orders under \$5,000; City of Ventura Standard P.O. Terms and Conditions, shall apply to this Agreement.

(NOTE TO REQUESTER: PLEASE ENSURE THAT CURRENT P.O. TERMS AND CONDITIONS ARE ATTACHED)

DATE _____ PROJECT/WORK ORDER NUMBER(S) _____

NAME OF INDIVIDUAL /COMPANY _____

ADDRESS _____ CITY _____ ZIP _____

PHONE () _____ TAX ID/BUSINESS LICENSE NO. _____

This is an agreement for services, subject to the following terms and conditions attached hereto.

DESCRIPTIONS OF SERVICES: _____

LOCATION(S): _____

PERIOD OF PERFORMANCE: _____

COMPENSATION (NTE \$5,000): _____

CHECK MADE PAYABLE TO: _____

SPECIAL CONDITIONS: _____

Any questions concerning this agreement may be referred to the Department liaison,

REVIEWED AND AGREED TO BY:

Seller/Service Provider

Date

Authorized Signature - City of Ventura

Date

Return to Authorized City Signatory or mail to his/her
Attention in care of:
City of Ventura, Purchasing/Contracts Division, Room 102
P.O. Box 99, Ventura, CA 93002-0099

Submit Invoices for Payment to:
City of Ventura, Attn: Accounts Payable
P.O. Box 99
Ventura, CA 93002-0099

VENDOR INSURANCE REQUIREMENTS

<p><u>LOW RISK</u> Commercial General Liability \$0 to \$500,000 CSL per Occurrence \$500,000 CSL Aggregate (CSL = Combined Single Limit)</p>	<p><u>STANDARD Risk</u> Commercial General Liability \$1,000,000 CSL per Occurrence \$2,000,000 CSL General Aggregate \$1,000,000 CSL Products-Comp Ops Agg. (CSL = Combined Single Limit)</p>	<p><u>HIGH Risk</u> Specific Insurance Requirements Determined by Risk Management</p>
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Add to the Certificate of Liability Insurance: *The City of Ventura is added as an Additional Insured per the General Liability and/or Automobile Liability (as applicable) Special Endorsement form attached. This General Liability additional policy endorsement must be attached to the Certificate of Liability Insurance. "City of Ventura" is inclusive of and sufficient for any and all departments and/or commissions.*

<p>Automobile Liability: Commercial Auto: \$300,000 CSL each accident (CSL = Combined Single Limit) and/or Personal Auto: \$100/300,000 bodily injury \$50,000 property damage Workers Comp (statutory): \$500,000 Employers Liability</p>	<p>Automobile Liability: Commercial Auto: \$1,000,000 CSL each accident (CSL = Combined Single Limit) and/or Personal Auto: \$250/500,000 bodily injury \$100,000 property damage Workers Comp (statutory): \$1,000,000 Employers Liability</p>	<p>Automobile Liability: Workers Comp (statutory): Employers Liability Specific Insurance Requirements Determined by Risk Management</p>
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E X A M P L E S of, but not limited to, the following D U T I E S

<p><u>LOW Risk</u> Seminars, workshops, classroom training, clerical duties, (filing, word processing, photocopying, data entry), web site design, reports development, training: sedentary; office equipment maintenance and/or repair, research projects, project/program development, data processing services (consulting, testing, custom programming).</p>	<p><u>STANDARD Risk</u> Minor road repair (potholes, etc.) flood control channel cleanup/repair, mechanics (equipment, vehicle or watercraft repair), equipment rental with operator (excluding cranes), towing, transport, solid waste recycling or disposal, filming projects, project/program management, most lessees, other activities in and around areas with public exposure. Frequent contact with non-City persons.</p>	<p><u>HIGH Risk</u> Hazardous materials abatement/disposal, road design, building design, construction projects, crane equipment rental with operator, aircraft repair, airport/aviation, fuel suppliers, ambulance/air ambulance services, health care services, carnivals, harbor/marine, fireworks exhibitions, restaurants/cafeterias/snack bars, any services provided to minors.</p>
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PROFESSIONAL LIABILITY (ERRORS & OMISSIONS/MEDICAL MALPRACTICE) COVERAGE

Is required for the following services.

THIS Risk Exposure MAY DIFFER from that for the vendor's other insurance coverages listed above.

<p><u>LOW Risk</u> Professional liability (E&O) \$500,000 per Claim; \$1,000,000 Aggregate DUTIES include: appraisers, notaries, software programmers</p>	<p><u>STANDARD Risk</u> Professional liability (E&O) \$1,000,000 per Claim; \$2,000,000 Aggregate. DUTIES include: analytical chemists, auditors, custom software design / development, insurance agents, lawyers, laboratories (research, development or testing), surveyors</p>	<p><u>HIGH Risk</u> DUTIES include: ambulance services, dentists, doctors, druggists, nurses, counselors, psychiatrists, psychologists, other health or cosmetic services, engineers, architects, construction management.</p>
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PLEASE READ

Automobile Liability insurance is not required if the vendor does NO traveling in providing services for completion of the Agreement. (e.g. telecommuting). If the vendor has employees but no vehicles registered to the business (personal vehicles only), the non-owned and hired automobile liability coverage might be included in their Commercial General Liability policy.

Workers Compensation insurance is not required if the vendor is a sole proprietor/partner/corporate officer with no employees. Otherwise, it is required under CA Labor Code Section 3700. **A Workers Compensation Insurance Waiver is required stating vendor is a sole proprietor/partner/corporate officer with no employees.** This waiver is to be included with the other submitted documents.

General Liability Special Endorsement For the City of Ventura	1. Endorsement No.	2. Issue Date(mm/dd/yy)
--	--------------------	-------------------------

3. Producer Telephone No.	5. Policy Information: Carrier: Policy No. Policy Period. Coverage Trigger <input type="checkbox"/> Occurrence Loss Adjustment Expense <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits
----------------------------------	--

4. Insured	6. <input type="checkbox"/> Deductible <input type="checkbox"/> Self-insurance Retention (check which) of \$
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8. Type of Insurance	7. Applicable. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Ventura checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City of Ventura are covered: City Agreements / Permits
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General Liability <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Comprehensive Form	10. Other Provisions																											
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td colspan="2" style="text-align: center;">Liability Limits in Thousands \$</td> </tr> <tr> <td></td> <td style="text-align: center;">Each Occurrence</td> <td style="text-align: center;">Aggregate</td> </tr> <tr> <td>Premises / Operations</td> <td></td> <td></td> </tr> <tr> <td>Underground & Collapse Hazard</td> <td></td> <td></td> </tr> <tr> <td>Products / Completed Operations</td> <td></td> <td></td> </tr> <tr> <td>Contractual</td> <td></td> <td></td> </tr> <tr> <td>Independent Contractors</td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> </table>		Liability Limits in Thousands \$			Each Occurrence	Aggregate	Premises / Operations			Underground & Collapse Hazard			Products / Completed Operations			Contractual			Independent Contractors									11. Claims: Underwriter's representative for claims pursuant to this insurance (address & telephone)
	Liability Limits in Thousands \$																											
	Each Occurrence	Aggregate																										
Premises / Operations																												
Underground & Collapse Hazard																												
Products / Completed Operations																												
Contractual																												
Independent Contractors																												

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter thereto, it is agreed as follows:

- 12. ADDITIONAL INSURED. The City of Ventura and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.
- 13. CONTRIBUTION NOT REQUIRED. Insurance is primary with respect to any insurance maintained by the city of Ventura and shall not call on the City's insurance for contribution.
- 14. CANCELLATION NOTICE. With respect to the interest of the City of Ventura, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Ventura addressed as follows: City of Ventura, Department Name/Project Name, P. O. Box 99, Ventura, CA 93002

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

15. City Department / Project Name City of Ventura Department Name / Project Name P.O. Box 99 Ventura, CA 93002	16. Authorized Representative <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> I, _____(print/type name) warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ Telephone: _____ Date Signed _____
---	---

Automobile Liability Special Endorsement For the City of Ventura	1. Endorsement No.	2. Issue Date(mm/dd/yy)
---	--------------------	-------------------------

3. Producer Telephone No.	5. Policy Information: Carrier: Policy No. Policy Period. Coverage Trigger <input type="checkbox"/> Occurrence Loss Adjustment Expense <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits
----------------------------------	---

4. Insured	7. Applicable. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Ventura checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City of Ventura are covered: City Agreements / Permits
------------	--

8. COVERAGES	Liability Limits in Thousands \$		9. Other Provisions
	Each Occurrence	Aggregate	
Any Auto			10. Claims: Underwriter's representative for claims pursuant to this insurance (address and telephone)
Owned Autos			
Scheduled Autos			
Hired Autos			
Non-Owned Autos			

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter thereto, it is agreed as follows:

- 11. ADDITIONAL INSURED. The City of Ventura and its respective boards, districts, officers, agents and employees are included as additional insureds with regard to liability and defense of all claims, lawsuits, liabilities or damages of whatsoever nature arising from the operations and uses performed by or on behalf of the named insured.
- 16. CONTRIBUTION NOT REQUIRED. Insurance is primary with respect to any insurance maintained by the City of Ventura and shall not call on the City's insurance for contribution.
- 17. CANCELLATION NOTICE. With respect to the interest of the City of Ventura, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City of Ventura addressed as follows: City of Ventura, Department Name/Project Name, P. O. Box 99, Ventura, CA 93002

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements, or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

18. City Department / Project Name City of Ventura Department Name / Project Name P.O. Box 99 Ventura, CA 93002	16. Authorized Representative <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> I, _____(print/type name) warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ Telephone; _____ Date Signed _____
---	---

CITY OF VENTURA

FINANCE & TECHNOLOGY

REQUEST FOR PAYMENT FORM

FROM: Dept/Division: _____ Date: _____

MAKE PAYABLE TO: Vendor # _____
Vendor/Employee Name

Tax I.D.#/Social Security #

Street/P O Box No.

City State, Zip

PAYMENT TYPE:

- Partial Payment on Encumbrance # _____
- Final Payment on Encumbrance # _____
- Petty Cash Disbursement
- Other Payment

REQUIRED FOR PAYMENT

- Payee an employee
- Payee **NOT** an employee

Description of supplies or services and/or purpose of disbursement	Dates of Service	Unit Price	Amount
		Total	\$

Special Instructions:

Encumbrance #	Account AAAAA	Project PPPPP	Sub-Project SSSSS-XXX	Fund FF	Amount

Total: \$ _____

Requestor

Extension

Date

Requestor Signature/Date

Authorized Signature/Date

Signature (Receiving Cash)/Date

MAILING INSTRUCTIONS:

- Mail check as addressed
- Return check to Department

Attn: _____

FINANCE & TECHNOLOGY

SINGLE/SOLE SOURCE JUSTIFICATION FORM

Requesting Department:

Division:

Name of Requestor:

Extension:

Single/Sole source forms are not required for purchases made under “delegated” purchasing authority (Purchases less than \$5,000).

DEFINITIONS:

- **Sole Source** means that there is only **one** supplier who can provide the required product or service. *Please explain further on page 2.*
- **Single Source** means that there may be more than one available supplier for a particular product or service; however, a single source is a **preferred provider**, selected based upon one or more of the following reasons. *Please check applicable criteria below.*

Sole Brand Item: Sole Brand items are used in cases where the City requires the item(s) to standardize parts, design, quality, etc. with a particular brand or model. Sole Brand items may be items, which perform a certain function for which no other items are known to exist. *(Explain reason for standardizing below)*

Critical Schedule Requirements: Supplier is the firm best able to meet critical schedule requirements. *(Explain below)*

Specialized Test Facilities/Equipment: Supplier is known to have facilities and/or test equipment which is highly specialized. *(Explain below)*

Patented, copyrighted, or licensed item: The item is held under exclusive title, trademark or copyright by a private person or company. *(Needs to be referenced in supplier's quotation)*

Distributorship: Manufacturer defines limited or proprietary distribution channels, (i.e., “one designated vendor for the local sales territory.”) *Attach letter from manufacturer authorizing specific supplier.*

Other: State other compelling reason and/or rationale below, including any reason for an “unauthorized purchase” (i.a.w. AP&P 18.1) from this source:

ADDITIONAL INFORMATION AND EXPLANATION:

1. Supplier Name and Address:
2. Describe the product and/or service:
3. Single/Sole Source Procurement: List and describe alternate sources you researched or contacted in further of your source selection process (Attach additional information, as necessary)

Name of Company	Point of Contact	Phone No.	Date Contacted	Reason Not Selected

AUTHORIZATION:

"I, the Undersigned, understand the City's requirement for competitive bidding. I also understand single/sole source purchases do not allow a competitive bid process. I have researched alternatives and other sources and have made a concerted effort to review comparable/equal equipment and sources. I believe, to the best of my knowledge, this single/sole source request to be justified and have found the Supplier identified above to be the best source for this procurement action, with the agreed-upon pricing to be fair and reasonable and in the best interest of the City of Ventura for the utilization of its public funds."

Signature: _____ Name: _____
Requestor

Approval Signatures:

Division Manager: _____

Date:

Department Head: _____

Date:

(Required for purchases over \$5,000 or any purchase not i.a.w. AP&P 18.1)

Purchasing Manager: _____

Date:

Requests over \$25,000 require approval by the Finance and Technology Director and requests over \$50,000 require approval of the City Manager:

Finance and Technology Director: _____

Date:

City Manager: _____

Date:

Purchasing Use Only

Vendor: _____

Requisition No. _____ P.O. Number _____ Dollar Amount: \$ _____

Buyers Initials/Comments:

FINANCE & TECHNOLOGY

PURCHASING AND CONTRACTS DIVISION PURCHASE ORDER/CONTRACT COST/PRICE ANALYSIS FORM

(may be applicable to procurements lacking price competition)

1. Purchase Order/Contract No.:

2. Type of Agreement: *(i.e., "FFP, Time and Materials", Supplies, Services, etc.):*

3. Firm Name:

4. Address:

5. Firm Contact and Phone Number:

6. Price Evaluation:

Contractor selected **offers the most reasonable price*** to the City of Ventura for the effort associated with this procurement action, as identified below:

*Explain why price is considered reasonable. Examples are provided below. Check the appropriate response(s), or add other information, as applicable, in Section 7.

- Lowest price based upon a competitive procurement action (Attach quotations).*
- Contractor is the most technically qualified vendor, while offering a reasonable price (Explain further in Section 7.)*
- Cost or pricing is offered on a "commercial" basis (i.e., "based upon a current, published price list"), including favorable discounts, if applicable. (Attach copy of published price list if not included as part of quotation)*
- Price for services are comparable or lower than an internal estimate for same services. (Explain further in Section 7.)*
- Cost or price is similar to that offered to the City of Ventura or other Public Agencies within the past year. (Reference P.O./Contract with similar pricing).*
- Contractor is a small local business and given a preference over other vendors in this case wherein the qualifications and pricing of the local vendor are at least as good as the pricing and qualifications of non-local vendor, offering a "Best Value" to the City of Ventura. (Explain further in Section 7.)*

CITY OF VENTURA
FINANCE & TECHNOLOGY

Other: State other reasons (e.g. "Total Cost Advantage, etc.") to explain "Best Value" to City in Section 7 below.

7. Additional Explanation(s):

8. Authorized Signatures:

By signing below, Requestor and Buyer confirm that (1) the selection criteria noted above is accurate and can be substantiated further, if required, (2) alternatives have been researched for this procurement action and (3) Form 700, "Statement of Economic Interests" has been previously completed. As such, the Supplier identified above has been found to be the best source for this procurement action, with the agreed-upon pricing to be fair and reasonable, and in the best interest of the City of Ventura for the utilization of its public funds.

Buyer or Requestor: _____ Date: _____

(Print and Sign Name)

Authorized Approver: _____ Date: _____

(Print and Sign Name)

Guidelines for City Expenditures Related to Meetings & Events

EXHIBIT M

APP No. 12.17, "Guidelines for City Expenditures Related to Employee Events and Meetings" (May 2009)	APP No. 14.9, "Authorization and Allowances for Travel and Meeting Expenses" (September 2004)	IRS Regulations
<p>Overall Guidelines:</p> <ul style="list-style-type: none"> City funds may be expended for work-related events or celebrations that are an outgrowth of City employment or City business. Expenses must be reasonable and are to be approved by the Department Head. <p>Unallowable Expenses of City Funds:</p> <ul style="list-style-type: none"> Anything personal in nature (e.g., birthdays, showers, graduations, engagements, religious celebrations, non-religious celebrations, such as Thanksgiving and Christmas) Coffee, Food, Candy for employee and/or public consumption not associated with a public meeting, city special event, celebration or training seminar; Administrative Professional's Day or Bosses Day gifts, food or drinks; Food or Drinks for staff type meetings. Drinking water for employee consumption. <p>Allowable Expenses:</p> <ul style="list-style-type: none"> Work related (e.g., "retirements, employee separations, service awards, promotional ceremonies, staff recognition [1 event/year]") – all "reasonable limits" depending upon certain variables. Flowers for serious illness or family death (up to \$75.00); Seasonal decorations (non-religious, reasonable in cost and signed off by Dept Head); decorations remain the property of the City; 	<p>Meal Reimbursement:</p> <ul style="list-style-type: none"> Non-Local Travel: Reimbursed per stated policy per diem rates, unless prior approval rec'd for higher cost city; (No receipts required up to per diem rate; receipts required over per diem rate) Local Business Meals; Only for official business meeting including participants other than City staff, conducted within 100 mile RT from City; Employees reimbursed at per diem rate with receipt. (See Notes 1-4) <p><i>(Note 1): If meal exceeds the City's standard rate, employee will be reimbursed upon presentation of receipt and review and approval of Dept Director</i> <i>(Note 2): Meals for guests, clients or other non-City employees are reimbursable. If costs exceed City's allowance, employee will be reimbursed for full cost of meal upon presentation of receipt or other evidence substantiating the cost and review and approval of Department Director.</i> <i>(Note 3): Alcoholic beverages are not considered part of a meal cost and will not be reimbursed.</i> <i>(Note 4): Local business meals should not be used for two or more City staff unless it is related to Employee Recognition iaw APP 12.17 (i.e., Limit: once/year)</i></p> <p>Travel Advances:</p> <ul style="list-style-type: none"> Not granted for meals to employees who possess a City credit card. <p>Reimbursement: If employee does not submit appropriate receipts or documentation, they will not receive reimbursement for expenses</p>	<p>Roles and Responsibilities:</p> <ul style="list-style-type: none"> Purchasing issues cards and manages program. Accounting reviews statements for compliance and processes payments. Departments are responsible for the monitoring and oversight of purchases, including training and internal controls for compliance with policies. <p>Justification for Food Expenses (NEW):</p> <ul style="list-style-type: none"> Alcohol is restricted Explanation required for local business meals and coffee, food and related expenses not in support of public meeting, special meeting, city event or training seminar (i.e., "who attended, purpose of meeting, relationship to outgrowth of City employment or City business"); Dept Mgr approval required. <p>Official Use Only: Not to be used for personal use; cardholder may be held personally liable.</p> <p>Reimbursement: N/A; City takes on responsibility; Departments responsible for implementing internal controls for purchases and providing a process for training employees on procedures.</p>

EXHIBIT N Purchase Requisition

AGRESSO Requisitions - standard

>> >> Requisitions - standard (02)

Save Clear Open Documents Add to shortcuts Help

Requisition entry

Requisition

Requisition number *Requisitioner

Delivery Date Status

Date needed delivered

External ref Emp #

*Vendor ID Contact/Address

Type suggested vendor name

Delivery Address Requisition Type

Where to be delivered

*Project Code *Subproject code

*Emergency Purchase *Single / Sole Source

Yes/No

Delivery description

In the interim type product/service in this field

Delivery attention

Requisition details

#	Product	Description	Unit	VendorID	Responsible	Delivery date	Qty.	Price	Amount	Status
1										Active
Account#										
Requestor			Date		Accounting			Date		
Authorized Signature			Date		Budget			Date		
*Additional Suggested Vendors:										

PREPARER – RETAIN A COPY FOR YOUR RECORDS

Emergency Justification Form

RE: REQUISITION/P.O. NUMBER \$

VENDOR:

Emergency purchases should be made only (1) to preserve life, health or property; (2) upon a natural disaster; (3) to correct or forestall a shutdown to maintain essential public services, or (4) other unforeseeable events.

Please complete this form and forward it with a requisition/purchase order to the Purchasing office within 48 hours of the emergency.

Please describe the nature of the emergency and justification for the emergency purchase. Attach any cost comparisons, quotations, or other pertinent information.

Department/Division: _____

Department/Division Head Signature: _____ Date: _____

Purchasing Manager: _____ Date: _____

*Chief Financial Officer: _____ Date: _____

*City Manager: _____ Date: _____

*(Emergencies estimating/totaling over \$25,000 require the Finance and Technology Director's approval and over \$50,000, the City Manager's approval)

PURCHASING OFFICE USE ONLY:

EXHIBIT P: Dept Note: Be sure Version A14-00444 Quick Quote–Approved 122314 at P: ON LINE FORMS/ Purchasing forms

EXHIBIT Q

CERTIFICATION OF MAINTENANCE-TYPE PROJECTS

Requesting Department:

Division:

Name of Requestor:

Extension:

Vendor Name:

Anticipated Contract Value:

Maintenance-type efforts are generally not associated with Public Works Engineering/Construction Contracts per City Charter, Article X, Section 1006 and 1007; however, given the application of California Labor Code Section 1782, which requires payment of prevailing wages for Public Works "maintenance-type" projects over \$15,000, this certificate of distinction may be required in order to confirm the difference between the bidding and contracting process for a Public Works project and a Public Works "maintenance" project. Should this be required, an authorized representative of the Public Works Department will be required to sign this certification.

DEFINITIONS:

A. Public Works Project: Construction, alteration, demolition, installation, or repair paid in whole, or part, with public funds. The following are specific examples listed in Labor Code Sections 1720-1724:

- Work done for irrigation, utility, reclamation, and improvement districts;
- Street, sewer, or other improvement work;
- Laying of carpet;
- Public transportation demonstration projects;
- Redevelopment on private property paid in whole, or part, with public funds;
- Design and preconstruction work including, but not limited to,

inspection and land surveying;

- Installation work including, but not limited to, assembly and disassembly of freestanding and affixed modular office systems;
- Hauling of refuse from a construction site (aka, public works site) to an outside location; this includes, but is not limited to, hauling soil, sand, gravel, rocks, concrete, asphalt, excavation materials, and construction debris. This excludes recycled materials (such as metals) to be re-sold; and
- Work performed in connection with the construction or maintenance of renewable energy generating capacity or energy efficiency improvements.

B. Maintenance:

- Routine, recurring, and usual work, including inspections, for the preservation and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property).
- Carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve the publicly owned or publicly operated facility, *INCLUDING* repairs, cleaning, and other operations *on machinery and other equipment permanently attached to the building or realty as fixtures*. Prevailing wage *does not* apply if parts are removed from a building or equipment and repaired off-site.
- General street maintenance of resurfacing less than 1 inch and striping.
- Landscape maintenance.

CERTIFICATION OF MAINTENANCE TYPE PROJECTS

CITY OF SAN BUENAVENTURA, CA

CERTIFICATION:

A. This procurement action is considered to be a maintenance-type effort based on the following criteria and shall be subject to the Purchasing Policies and Procedures of AP&P 18.1, including the requirement for the payment of prevailing wages for Public Works “maintenance-type” work.

1. _____

2. _____

3. _____

4. _____

5. Attach other documentation, specifications, as required.

B. *“I, the Undersigned, understand the City’s requirement for Public Works contracting versus the acquisition of “maintenance-type” work in accordance with the requisite labor laws and City policies and procedures. I have reviewed the definitions provided above and certify that the services required as part of the procurement action associated with this certification are valid and in accordance with the City Charter’s intent and purpose.*

Signature: _____ Typed Name: _____
Requestor

Approval Signatures:

Division Manager: _____ Date:

Department Head: _____ Date:

Public Works: _____ Date:

If Required

SMALL LOCAL BUSINESS PURCHASING PREFERENCE

The City of Ventura’s Small Local Business Purchasing Preference Program and Policy shall be considered as applicable to any Invitation to Bid (ITB), Request for Proposal (RFP) or Request for Quotation (RFQ) for goods or public works construction contracts and projects. Refer to the Proposal Instructions section for details.

Qualified vendors that desire consideration, as a City of Ventura “Small Local Business” under this solicitation must complete the “Statement of Small Local Business Certification” contained herein and submit it as a part of their proposal. Late submittals of the “Statement of Small Local Business Certification” will not be considered. Submission of this statement will qualify the business for treatment as a “Small Local Business” for purposes of this solicitation only. The Statement made under this solicitation shall not qualify the vendor as a “Small Local Business” under any other solicitation.

Small Local Business Certification:

Any business claiming to be a “Small Local Business”, as defined under the Proposal Instructions section of this solicitation, shall so certify in writing to the City’s requesting Buyer. The Buyer shall not be required to verify the accuracy or any such certifications, and shall have the sole discretion to determine if a business meets the definition of a “Small Local Business”.

Any person or business falsely claiming to be a local vendor under this section shall be ineligible to transact any business with the City for a period of not less than three (3) months and not more than twenty-four (24) months as determined the sole discretion of the City’s Purchasing Manager. The City shall also have the right to terminate all or any part of any contract entered into with such person or business.

**STATEMENT OF SMALL LOCAL BUSINESS CERTIFICATION
CITY OF VENTURA**

Qualified local vendors desiring consideration under the City of Ventura’s Small Local Business Preference Program and Policy must complete the following and submit with their proposal (print or type).

I _____, _____
(Individual submitting bid/proposal) (Title)

Of/for _____, Certify that _____
(Company Name) (Company Name)

Is a City of Ventura “Small Local Business”, as defined under the Proposal Instructions section of the solicitation, and therefore qualifies for the Small Local Business Preference.

_____, _____, _____
(Signature) (Title) (Date)

