

Franklin County Board of Commissioners

Purchasing Policy

PREAMBLE:

The Franklin County Board of Commissioners (the “BOC”) believes that its purchasing policies should encourage local vendors to provide goods and services to Franklin County (the “County”) government, resulting in increased economic activity through more local jobs, tax revenues, and expenditures, and to entice business relocations to the County.

By adoption of Resolution 432-17, attached hereto as Exhibit 1, the BOC reaffirmed the County’s commitment to the mutually compatible goals of environmental protection and economic growth, and also expressed its intention to promote sustainable principles in policy decisions and programs.

INCLUSION STATEMENT:

The BOC recognizes the community benefit of creating equal opportunity for all vendors to participate in the County procurement process. The advancement of economic inclusion improves equity, economic mobility, and quality of life for all Franklin County residents. Accordingly, the Commissioners encourage racial equity training among all community partners, grantees, vendors, and contractors. The Commissioners also encourage all agencies to make a good faith effort to utilize Small and Emerging Business Enterprises and diverse suppliers in all phases of procurement and contracting including formal competitive bidding, multiple quote process, and purchase orders.

NONDISCRIMINATION/EQUAL OPPORTUNITY:

The BOC is committed to creating and sustaining an organizational culture that applies equity principles internally in order to end disparities in hiring and promotions. As such, the County requires the following provision to be included in all contracts:

“Vendor agrees that in the hiring of employees for the performance of work under the Contract, Vendor shall not, by reasons of race, color, religion, sex, age, disability, military status, veteran status, national origin, ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Contract relates. Vendor further agrees that Vendor, or any person acting on behalf of Vendor, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Contract on account of race, color, religion, sex, age, disability, military status, veteran status, national origin, ancestry, sexual orientation, or gender identity.

PURPOSE:

The BOC has issued this Franklin County Board of Commissioners Purchasing Policy, including all exhibits attached hereto (hereafter referred to as the “Policy”) in order to provide guidance to County agencies regarding the requirements for all purchases made under the BOC’s authority; to authorize that certain non-recurring purchases of \$1,000 or less be exempted from the Auditor’s Certificate of Available Appropriations (Auditor’s Certificate generated through the purchase order process); to provide guidance on the appropriate use of multiple vendor requisitions/purchase orders and the requirements related to encumbering funds via the Auditor’s Certificate; and to establish the requirements for all competitive bids and competitive proposals.

AUTHORITY:

Ohio Revised Code (“ORC”) §307.86 – §307.92 are the general competitive bidding statutes that apply to all County contracting authorities and provide that all purchases, with some exceptions, in excess of \$75,000* must follow a competitive selection process.

ORC §5705.41(D)(2) authorizes the BOC to exempt certain purchases of \$1,000 or less from the certificate of availability of funds approval process. ORC §5705.41(D)(1).

ORC §5705.41(D)(3) authorizes the BOC to permit multiple (blanket) certificates for specific line-item appropriation expenditures.

Code of Federal Regulations (CFR), Title 2, §200.318 – §200.327 are the general procurement standards that County contracting authorities must conform to when procuring property and services under a federal award.

*The \$75,000 threshold for competitive selection shall be in effect through December 31, 2024. Thereafter, the threshold will increase by three percent (3%) annually. This amount shall be adjusted each year without future Resolution approval.

EXCEPTION:

This Policy does not apply to any ITB, RFP or RFQ that is for the construction, design, demolition, alteration, repair, or reconstruction of a building, highway, drainage system, water system, road, street, alley, sewer, ditch, sewage disposal plant, waterworks, and all other structures that are covered under ORC Chapter 153, Public Improvements.

REVIEW:

This Policy has been reviewed by the Franklin County Auditor’s Office, the BOC’s Office of Management and Budget (OMB), and the Franklin County Prosecuting Attorney’s Office.

A. EFFECTIVE DATE: This Policy is effective as of October 3, 2023 and will remain in effect until further modified or terminated by the BOC in accordance with this Policy. This Policy will be reviewed annually by the Board of Commissioners’ Staff, who will coordinate any recommended changes to the Policy.

B. Direct Vouchers

This Policy permits **certain non-recurring expense** items of \$1,000.00 or less to be sent directly to the Franklin County Auditor’s Office for payment. This process:

- Reduces the number of small value purchase orders which have to be prepared by County agencies, Courts, and other offices; and
- Reduces the time required to make small dollar, non-recurring purchases by exempting them from the purchase order process; and
- Permits the reimbursement of expenses related to travel without an overnight stay as allowed by Section C of the Commissioner’s Travel Policy.
- Direct vouchers do not apply to procurements made with a Procurement Card (“P-Card”). For guidance on the use of County P-Cards, please refer to the P-Card Policy.

This Policy applies to all materials and services (520000-539900 object codes) **EXCEPT:**

- **Object codes 520400 (travel & training), 520402 (travel expenses with overnight), 520405 (tuition payments & reimbursements), 520407 (in house training), 520408 (training), 520409 (hosted events), 520411 (registration fees – overnight), 530700 (edible products) and 530701 (food items for consumption);**
 - **Routine purchases of office supplies and paper; and**
 - **To cover a shortfall on a purchase order (e.g., purchase order amount did not cover shipping and handling charges).**
1. The use of direct vouchers should only be used for those purchases that are unique or unexpected. A direct voucher should **never** be used for any recurring expenses that were approved in an agency's budget. Those expenses, no matter the amount, should be paid through the use of a purchase order.
 2. Individuals authorized to make County purchases in accordance with this Policy, shall prepare and file with the County Auditor a Direct Voucher form specifying the purpose and amount of the expenditure, within 45 calendar days of incurring the obligation. The Direct Voucher form shall be accompanied by proper evidentiary matter as required by the Auditor's Office. Separate vouchers must be prepared for each purchase and each object of exempt expense. These vouchers should be taken directly to the Fiscal Services Division of the Auditor's Office 373 S. High St., 21st Floor, Columbus, OH 43215. Vouchers that are not compliant with these procedures will **not be processed for payment and will be returned to the originating County entity for correction.**
 3. Each agency is responsible for ensuring compliance with the competitive selection requirements of ORC §307.86 – §307.90, as well as the Data Board and Microfilm Board requirements. Use of this procedure to circumvent any of these requirements may subject responsible personnel to liability including, but not limited to subsequent state audit findings for recovery, as well as potential disciplinary action.

C. Blanket Certificates and Appropriation Policy

This Policy provides guidance to County agencies regarding the appropriate use of multiple vendor requisitions and purchase orders and the requirements related to encumbering funds via the Auditor's Certificate.

1. Definitions

- a. Certificate of Available Appropriations (Auditor's Certificate) – Certification provided by the County Auditor that unobligated appropriations exist in the amount required to meet the requested obligation in the current fiscal year. This is the Auditor's statement on the Purchase Order generated through the ENTERPRISE ERP® system.
- b. Blanket Certification – Represents the certification of available appropriations and permits the encumbering of funds for specified purposes. It does not represent a purchase order for property, supplies, or services. The blanket certification may, but need not, be limited to a specific vendor. More than one blanket certificate may be established for an appropriation line item. Each certificate must identify a specific object code or be established as a multiple line requisition with specific object codes and estimated expenses identified for each line.

Except where indicated below, blanket certificates are limited to the \$75,000 competitive bidding threshold.

- c. Purchase Requisition –A request for approval to purchase specific items, supplies, or services, which has not yet been approved by the BOC. The Purchasing Department has added additional notes in the ENTERPRISE ERP® system for certain types of expenditures. Any purchase requisition that does not contain the required information will be deleted from the ENTERPRISE ERP® system and the agency will be notified as to the deficiency. It is each agency’s responsibility to ensure that all required information is provided on each purchase requisition.
- d. Purchase Order – An approved contract for such items, supplies, or services as approved at a regular or special session of the BOC. A purchase order shall identify a named vendor, the account(s) (fund, org, object code) being used for payment, and the total sum expected to be expended for the goods or services being acquired.
- e. Agency – For the purposes of this Policy, an agency is any entity (i.e., agency, department, board, commission or court) that is under the budget and contracting authority of the Board of Commissioners.

2. Requirements for Expenditure of Funds at the County Level

The ORC places certain requirements at the County level concerning the expenditure of funds. The following requirements must be followed to ensure that all appropriations are properly approved and certified. It should be noted that there may be personal liability for violating the certification process. The Prosecuting Attorney may enforce this section of the ORC and the State Auditor may issue a Finding for Recovery.

- a. All funds must be properly appropriated for the purpose stated on each purchase order as required in ORC §5705.41(B).
- b. A proper warrant must be drawn against an appropriate fund as required in ORC §5705.41(C).
- c. An Auditor’s Certificate must be obtained before a contract can be signed, or any order made. The certificate shall state that the amount required to meet the obligation in the fiscal year in which the contract is made has been lawfully appropriated for such purpose and the funds are in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance as required in ORC §5705.41(D)(1). Any contract entered into without an Auditor’s Certificate is void and no warrant shall be issued in payment of amount due as set forth in ORC §5705.41(D)(1).
- d. When contracts and leases extend beyond the fiscal year, the Auditor shall make a certification for the amounts required to meet the obligation of the contract or lease maturing in the current fiscal year. The remaining unfulfilled portion shall be included in the annual appropriation measure for the next year as a fixed charge.

3. Findings for Recovery

ORC § 9.24 generally prohibits the awarding of a contract for goods, services, or construction, paid for in whole or in part with state funds that exceed \$25,000 (or the award of multiple contracts with the same person or vendor which contracts, in the aggregate, exceed \$50,000) if a finding for recovery is unresolved. In order to comply with this provision, offices must

perform a search on the Auditor of State's website (<https://ohioauditor.gov/findings.html>) for each applicable contract at the time the requisition is entered into ENTERPRISE ERP®. A copy of the certified search from the Auditor of State's website must be kept by the office in either the contract folder or accounts payable file for each of the applicable contracts. Any statutory threshold change to ORC § 9.24 shall automatically amend this section without future Resolution authority.

4. Preparing Blanket Certificates, Requisitions, and Purchase Orders

a. Blanket Certificates and Purchase Orders cannot be used to (and do not) circumvent statutory competitive bidding requirements or resolution authority.

b. Blanket certificates may be set up to a maximum of \$75,000 for each expense object code listed below. In preparing blanket certificates for approval at the various administrative review levels, agencies are to list or itemize the specific kinds of items, products, and services that will be purchased under the blanket certificate. **Lack of itemized detail will result in rejection of the blanket certificate.** Blanket certificates are not to be used for the procurement of capital equipment items or any other item that requires prior approval by the BOC. Agencies are encouraged to utilize state term contracts and countywide contracts to the maximum extent possible for the purchase of goods and services.

c. Blanket certificates may remain open throughout the fiscal year, and more than one blanket certificate may exist at any one time.

d. An itemized statement of obligations incurred and expenditures made must be submitted to the Auditor's Office for each certificate used. This is accomplished through vouchers submitted for payment.

e. Blanket certificates may only be used for certain types of purchases. The specific types of purchases and associated object codes are attached as Exhibit 2.

f. The Director of Purchasing, after consultation with the Auditor's Office and approval by the Director of the Office of Management & Budget, may include additional types of purchases in Exhibit 2 referenced in division (e) above, which are hereby authorized to be incorporated into the Policy without further approval.

5. Obtaining Informal Quotes

The information requested of the vendor on an informal quote will become the documentation and justification for establishing each agency's purchase order. In the absence of a formal contract, County Agencies must remember that the purchase order serves as the binding contract and is the instrument that would be used to settle any dispute or claim against a vendor.

a. Requirements

- 1) The BOC requires and expects County agencies purchasing goods and services at a cost equal to or below the \$75,000 competitive bidding threshold and equal to or greater than \$40,000 to obtain quotes from no fewer than three vendors (an agency might have to solicit more than three vendors) who could perform the contract for all blanket certificates established under this Policy. The three quotes will be in writing and may be obtained by fax or email. If an agency decides to utilize a State Term Schedule (STS) to obtain quotes it should remember that each Schedule price is based on a negotiated quantity of one (1) and it should therefore, at a minimum, choose three STS vendors

from which to solicit quotes. In furtherance of the Board's core value of racial equity that includes the advancement of economic equity and inclusion and an increase in supplier diversity, Agencies should use best efforts to ensure that at least one of these three quotes is obtained from a Small and Emerging Business Enterprise (SEBE). Agencies may search for SEBEs by using the links provided in subsection 5(d) below, or Agencies may request assistance from the Office of Diversity, Equity and Inclusion via email at SEBE@franklincountyohio.gov.

Furthermore, a Request for Quotation Form that meets the intent of this Policy has been provided for agencies to use and is attached as Exhibit 3. As part of each Request for Quotation Form, the agency is required to attach the Small and Emerging Business Enterprise (SEBE) Information form that must be filled out and returned by each vendor. If the SEBE Vendor is being registered into ENTERPRISE ERP®, the agency will request that the Auditor's Office also enter the SEBE status information into ENTERPRISE ERP®.

b. Exceptions to Obtaining Informal Quotes as Indicated in Section 5(a)(1)

- 1) The County Engineer, the Sanitary Engineer, and Public Facility Management may, at the direction of its Elected Official or Director, obtain goods or services without obtaining three quotes in order to meet exigent circumstances such as unforeseen needs of ongoing work in the field, protection of county assets, or efficient operations in special circumstances. However, not later than 30 days after the quarter in which the exemption was taken, the agency will report all such purchases that were made without obtaining three quotes to the Board of Commissioners in writing at a General Session.
 - 2) If other elected officials or county agencies believe that there exist exigent circumstances such as unforeseen needs of ongoing work, protection of county assets, or efficient operations in special circumstances, it may request an exemption for obtaining informal quotes by submitting a request with justification through the Purchasing Department to the County Administrator. Upon approval of the request, the elected official or county agency will be authorized to proceed with the purchase without obtaining three quotes. A request for exemption must be submitted for each circumstance for which the agency is seeking an exemption.
- c. The BOC encourages all county offices, departments, courts, agencies, and boards and commissions supported by the County to utilize local vendors and SEBEs.
- d. In order to support those efforts, the Office of Diversity Equity and Inclusion will post on its website and the County Portal the following links, as may be modified from time to time, for agencies to utilize as it develops the bidders list for its quotes.

8(a) BUSINESS DEVELOPMENT (SBA):

- www.sba.gov/oh/columbus

City of Columbus (MBE):

- <https://columbus.diversitycompliance.com/?TN=columbus>

Columbus City Schools (LEDE):

- <http://www.ccsch.us/Vendors.asp>

Diversity Chamber of Central Ohio (DCCO) Gay and Lesbian Chamber of Commerce (NGLCC) (LGBTQ):

- <http://diversitycolumbus.org/>

Ohio Department of Administrative Services (DAS) (MBE/VBE/EDGE):

- <http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx>

Ohio Department of Transportation (ODOT) (DBE):

- <http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/UCP.aspx>

Ohio Minority Supplier Development Council (OMSDC) (MBE):

- http://www.ohiomsdc.org/aws/SCOMSDC/pt/sp/mbe_certification

US Department of Veterans Affairs – Office of Small & Disadvantaged Business Utilization (VBE):

- <https://www.va.gov/osdbu/>

Women’s Business Enterprise National Council (WBENC) (WBE):

- <http://www.wbenc.org/certification-process/>

- e. In keeping with the BOC’s intentions of Resolution 432-17, as each agency develops its quote requirements, it should ensure that its documents contain the requirement for each vendor to provide information in its quotes concerning the manufacturing processes used to produce its offered product; the percentage amount of recycled material contained in the product; the percentage amount of the item that can be recycled; and, whether the product meets EPA standards or has received certification/approval from an independent third party organization such as “Green Seal”, “Indoor Advantage”, “Eco Logo” or “Energy Star”.
- f. Each agency, with regard to each contract, shall retain documentation of such quotes, including the name of each vendor from whom an estimate is solicited, for at least 3 years from the date of purchase. The requirement for file retention will be in accordance with each agency’s approved Records Retention Schedule (Form RC-2).
- g. Upon the request of the BOC, the Purchasing Department may conduct a formal review of agency quotations or voucher payment files at any time for blanket certificates. This review will be conducted to determine if any items being purchased repetitively via informal quotes would be better sourced through a formal competitive selection process.
- h. The Purchasing Department may, on occasion, print out each purchase order for BOC’s review prior to the approval of the blanket certification. This process will allow the BOC to review individually the entire description of the blanket certificate, not just the first line of the description currently listed on the purchase order proof list.
- i. At the end of each quarter, each agency will provide a summary of the items purchased with three quotes to the Economic Equity Administrator. The Economic Equity Administrator will compile the results of all Agencies’ purchases and will present them to the BOC. Each agency will provide the results of its quarterly purchases by no later than the 15th of each month preceding the following quarter. The quarterly report to the BOC will be annotated as to whether information was provided by each agency and may be

subject to review during the BOC Budget Review Process. An Excel spreadsheet attached as Exhibit 4 will be utilized to provide the required information.

Due Dates for Quarterly Reporting		
Quarter	Report Period	Report Due By
1	January 1 through March 31	April 17
2	April 1 through June 30	July 17
3	July 1 through September 30	October 16
4	October 1 through December 31	January 22

D. ENTERPRISE ERP® Requisition and Purchase Order Process

1. Special Requisitions

- a. Certain requisitions require specific information to be annotated in the additional notes section of the requisition. In order for the requisition to be processed by the Purchasing Department, the information from Exhibit 5 must be provided. If an agency does not provide the required information, the requisition will be deleted from ENTERPRISE ERP®. The types of requisitions that have additional notes are:

1. Purchases equal to or below the \$75,000 threshold for Competitive Bidding;
2. Purchases off State Term Schedules or other Cooperative Contracts as specified in Section E(1)(d) below;
3. Purchases off a County Contract;
4. Purchases for goods and/or services that have received a formal sole source or proprietary IT determination from the Prosecuting Attorney's office through the process outlined in Section E(1)(c) below;
5. Purchases for Food Items with a valid Food Policy;
6. Overnight Travel

Registration fees will be processed under each applicable travel requisition to ensure that all travel related expenses for each trip are encumbered at the same time. The registration fees will be a separate line item and will be placed under object code 520411; and

7. Purchases that require Data Board Approval. The only agencies exempt from this requirement are the Franklin County Common Pleas Court – General Division and the Franklin County Common Pleas Court – Domestic Relations.

Note: All contracts, agreements, grant agreements, memorandums of understanding (MOU), or other vendor terms and conditions, must be approved to form by the Franklin County Prosecutor's office prior to approval by the BOC.

- b. The BOC expects County agencies to use best efforts to obtain, at a minimum, three phone or emailed quotations for special requisitions purchased under D(1)(a)(1) and D(1)(a)(2) above. The requirements and conditions specified in Section C(4)(a) and C(4)(b) above also apply to special requisitions.

2. Requisition Deadlines

- a. All requisitions need to be released in ENTERPRISE ERP® to the Purchasing Department no later than noon on Tuesday of each week. The submission date may be changed throughout the year depending on what day of the week a holiday falls or if there is a change in the date of the Commissioners' General Session. The Purchasing Department will advise agencies of any changes in the submission date and time.
- b. If an agency cannot meet the submission deadline, it should email the Fiscal Support Analyst with an estimated time of release. The Fiscal Support Analyst will forward such requests to the Compliance Program Manager for review and approval.
- c. If the requisition is received after the purchase requisitions have been batched, the agency will need to obtain the approval of the County Administrator prior to the Purchasing Department adding the requisition to the agenda.

3. Purchase Order Process

- a. Prior to any requisition being processed, the Purchasing Department will review each requisition to ensure that all of the required information is included. Attached as Exhibit 5 are the additional notes that have been placed into ENTERPRISE ERP® and are to be used for each requisition as appropriate. It is incumbent on each agency to submit properly prepared requisitions. Any requisition that does not have the complete information will be deleted from ENTERPRISE ERP®. The Purchasing Department will notify the affected agency of the deletion by email. The Fiscal Support Analyst is not authorized to make any corrections to a requisition without the approval of the Compliance Program Manager.
- b. If any agency's requisition approval authority is unable to process their requisitions by the above deadline, the agency Director should contact the Purchasing Director by email requesting that the Purchasing Department override their agency's approval system and process the specified requisitions. The email must list the requisition numbers that should be released for processing. The Purchasing Department will not release any requisitions without proper notification by the agency Director, and approval by the Purchasing Director.
- c. After the requisitions are processed by the Purchasing Department, they are batched by agency and incorporated into the Purchasing Department's weekly Purchase Order Resolution. After the Resolution has been reviewed and approved by the Compliance Program Manager and Assistant Director, the Resolution is submitted into the CRMS system. At briefing and on the day of General Session, Purchasing presents the Purchase Order Resolution to the BOC. **A purchase order must have BOC approval before the agency can legally enter into the obligation or commitment with the vendor.** Once approved, the Purchasing Department will email each agency a PDF of their approved purchase order(s) and release the purchase order(s) to the general ledger (GL). The ENTERPRISE ERP® system does not permit vouchering against a particular purchase order until it has been released and posted. If the BOC rejects any purchase order, the purchase order will be deleted from ENTERPRISE ERP®. The agency will be responsible for key-entry and resubmission of a deleted requisition.
- d. All purchase orders are considered contracts. Although purchase orders do not have a formal signed agreement, they **must have the terms and conditions** (attached as Exhibit

- 6) that have been provided to each agency printed on the back of each purchase order. If faxed or emailed, the agency must ensure that a copy of the current terms and conditions are included with each order.
- e. Any requisition that is for a contract that has to be approved under a separate resolution must meet the requirements as stated in Section C(2)(c) above and must be identified with the phrase “**CON RES**” in the General Description field. This will let the Fiscal Support Analyst know that this requisition has to be processed separately from the Purchasing Department’s Purchase Order Resolution.

E. County Competitive Selection (ORC §307.86 - §307.92)

Throughout the competitive process the BOC, to the greatest extent possible, requires all agencies and Elected Officials’ offices to work with the Purchasing Department and the Franklin County Prosecutor’s Office (“FCPO”) to ensure that the purchasing integrity of the County is not compromised. This will assure the BOC that the requirements of the ORC and this Policy are followed.

1. Purpose

For all levels of purchases, each agency must seek competition to the maximum extent possible. Without competition, there is no certainty that the price and service obtained are the best available. All purchases in excess of \$75,000 must be competitively bid, with exceptions noted in ORC §307.86.

Competitive bidding is not required for the following:

- a. Obtaining the services of an accountant, architect, attorney at law, physician, professional engineer, construction project manager, consultant, surveyor, or appraiser. However, the BOC requires that to the greatest extent possible, all of the above services should be competed to ensure that the County obtains the lowest and best qualified contractors.
- b. A real and present emergency exists as voted unanimously by the BOC, and:
- 1) The cost is less than \$125,000;
 - 2) There is actual physical damage to structures, radio communication, or computers; or
 - 3) The product to be purchased is personal protective equipment and the purchase is completed during the period of the emergency declared by Executive Order 2020-01D, issued on March 9, 2020.

In an emergency case where the estimated cost is \$75,000 or more, the agency shall solicit informal estimates from no fewer than three persons who could perform the contract, before awarding the contract.

- c. Sole Source or Proprietary Services Related to Information Technologies ORC 307.86 (B) (1) and (2).

The exceptions in ORC 307.86 (B) apply to the following purchases falling within any of the three categories, below:

- 1) A single supplier of supplies or of replacement or supplemental part or parts for a product or equipment owned or leased by the county (ORC 307.86(B)(1)).

- 2) Purchase of services related to information technology, such as programming services, that are proprietary.
- 3) Purchase of services related to information technology, such as programming services, limited to a single source.

Agencies must request a sole source determination from the Prosecuting Attorney's Office, through the Purchasing Department, prior to initiating a procurement on such basis. Agencies requesting a sole source determination shall provide documentation as to why no other vendor and/or product/service/solution is available, suitable, or acceptable to meet the requirement. Agencies should submit a sole source determination request as follows:

- 1) The agency should perform a reasonable search of potential vendors and products/services/solutions that may be able to satisfy the agency's needs.
- 2) The agency should request a letter from the potential sole source vendor explaining why the vendor is a sole source.
- 3) The agency should submit a memo to the Purchasing Director and Assistant Director, requesting a sole source determination. The memo should include, at minimum, a narrative describing the product/service/solution to be procured, the public purpose of such product/service/solution, the steps taken by the agency to identify possible sources for the product/service/solution, and the justification for a sole source determination. The agency should attach the vendor's letter to the memo, as well as any research documentation completed by the agency, in support of their request.
- 4) The Purchasing Director or Assistant Director will review all documents, perform additional research as appropriate, and provide a written recommendation, or non-recommendation, to the Prosecuting Attorney's Office, with a copy to County Administration. The Prosecuting Attorney's Office will provide a final, written determination based upon their review.

d. Purchase is from another government agency.

- 1) Under the authority of ORC 125.04, agencies can purchase supplies and services from State Term Schedules (STS) and Multiple Award Contracts (MAC).
- 2) Under ORC 9.48, counties are allowed to make purchases for supplies and services from a joint purchasing program operated by or through a national or state association of political subdivisions that the County can join (e.g., OMNIA Partners, Sourcewell, TIPS, or other Cooperatives) and participation in contract offerings from the federal government that are available to a political subdivision including, but not limited to, contract offerings from the General Services Administration (GSA); they may also purchase from cooperative contracts that have been competitively bid by another political subdivision.

NOTE: These contracts discussed in Section E(1)(d) above may be used in lieu of competitively bidding an agency's requirements or obtaining informal quotes. However, agencies should remember that the pricing in the Schedules in E(1)(d)1) above are based on a negotiated quantity of one (1). If an agency has any concerns it should contact the Purchasing Department before utilizing a cooperative contract.

- e. The purchase is made by the FCDJFS under ORC §329.04 and consists of family services duties or workforce development activities or is made by under ORC §5126.05 and consists of program services, such as direct and ancillary client services, child-care, case management services, residential services, and family resource services.
- f. The purchase consists of criminal justice services, social services programs, family services, or workforce development activities by the BOC from nonprofit corporations or associations under programs funded by the federal government or by state grants.
- g. The purchase consists of any form of an insurance policy or contract authorized to be issued under Title XXXIX of the Revised Code or any form of health care plan authorized to be issued under Chapter 1751. of the Revised Code, or any combination of such policies, contracts, plans, or services that the contracting authority is authorized to purchase, and the contracting authority does all of the following:
 - 1) Determines that compliance with the requirements of this section would increase, rather than decrease, the cost of the purchase;
 - 2) Requests issuers of the policies, contracts, plans, or services to submit proposals to the contracting authority, in a form prescribed by the contracting authority, setting forth the coverage and cost of the policies, contracts, plans, or services as the contracting authority desires to purchase; and
 - 3) Negotiates with the issuers for the purpose of purchasing the policies, contracts, plans, or services at the best and lowest price reasonably possible.
- h. The purchase consists of computer hardware, software, or consulting services that are necessary to implement a computerized case management automation project administered by the Ohio Prosecuting Attorneys Association and funded by a grant from the federal government.
- i. Child care services are purchased for provision to County employees.
- j. Property, including land, buildings, and other real property, is leased for offices, storage, parking, or other purposes.
- k. The purchase is made pursuant to ORC §5139.34, or §5139.41 – §5139.46 and is of programs or services that provide case management, treatment, or prevention services to any felony or misdemeanor delinquent, unruly youth, or status offender under the supervision of the juvenile court, including, but not limited to, community residential care, day treatment, services to children in their home, or electronic monitoring.
- l. The purchase is made by a public children services agency pursuant to ORC §307.92 or §5153.16 and consists of family services, programs, or ancillary services that provide case management, prevention, or treatment services for children at risk of being or alleged to be abused, neglected, or dependent children.
- m. The purchase is to obtain the services of emergency medical service organizations under a contract made by the board of county commissioners pursuant to section 307.05 of the Revised Code with a joint emergency medical services district.
- n. The County contracting authority determines that the use of competitive sealed proposals would be advantageous to the County and the contracting authority complies with ORC § 307.862.

- o. The purchase consists of used supplies and is made at a public auction.

2. Formal Bids and Proposals

The County's formal competitive bid/proposal process demands absolute public confidence in the integrity of the Purchasing Department and the agency that is responsible for the procurement. The two formal competitive processes are Invitation to Bid (ITB) and Request for Proposal (RFP). The Purchasing Department will provide assistance to all county agencies throughout the competitive process from preparation of bid documents, through the evaluation process, and up to assisting the agency with briefing the BOC.

Any BOC agency shall notify the Purchasing Department when it plans to let an ITB, RFQ, or an RFP without the assistance of Purchasing. Furthermore, it will provide to the Economic Equity Administrator the bidder's list for each competitive procurement and will identify, to the greatest extent possible, those bidders that would be classified as Small Emerging Business Enterprise (SEBE) companies or Minority Business Enterprise (MBE) companies (See Tab 1 to Exhibit 3 for definitions). The Economic Equity Administrator will strive to provide additional SEBE bidders for the agency.

After the Bid/Proposal opening, the agency will provide the bid/proposal tab for each competitive procurement to the Purchasing Department and to the Economic Equity Administrator.

By no later than the 15th of each month following the preceding quarter, the Purchasing Department will provide a summary of the contracts that were awarded. The Purchasing Director will compile the results of all of the contracts awarded and will present them to the BOC.

a. Invitation to Bid (ITB)

The ORC requires that anything to be purchased, leased, leased with an option or agreement to purchase, or constructed at a cost in excess of \$75,000 shall be obtained through competitive bidding.

- 1) ITBs are firm and fixed price contracts awarded to the "Lowest and Best" bidder. ITBs are usually for goods and supplies (e.g., office supplies, food items, incontinent supplies, Sheriff's commissary items), and some services (e.g., waste removal, window cleaning, and recycling) where a defined Scope of Work (SOW) with quantifiable requirements can be written.
- 2) Agencies do not have the authority to negotiate the terms, conditions, or specifications of an ITB after the bid opening. However, an agency may seek clarification of any statement made by a bidder. It is recommended that any request for clarification be reviewed by Purchasing or the FCPO to avoid issues related to communication to bidders. ITBs are considered specific as to performance and design and are not negotiable. Exceptions to the terms of the ITB are not authorized. Any bidder who takes or makes written exceptions to the terms of the bid documents will cause a bidder's submittal to be deemed non-responsive and rejected without further consideration.
- 3) All contents of an ITB are reviewable at bid opening in accordance with ORC §149.43.

b. Request for Proposal (RFP)

The competitive sealed proposal process is unique in that it allows the County to negotiate the best price, finalize contract terms and conditions, and establish a final project plan for the desired goods or services. It is especially useful when it is very difficult for a contracting authority to completely describe the services required or when a detailed SOW cannot be finalized except through negotiations. RFP is useful when the County can only develop qualitative or performance specifications for commodities such as software, computer systems, services (e.g., janitorial, security), etc. All RFPS must meet and follow the requirements of ORC § 307.862.

- 1) An RFP is required to have a structured evaluation process developed. An evaluation tool should be developed concurrent to the development of the SOW and prior to the RFP being advertised. The evaluation tool will be used by the evaluation committee members to evaluate and score each proposal against the established factors and criteria identified in the RFP.
 - a) **NOTE: Where the RFP relates to the procurement of construction services, the Ohio Revised Code and Ohio Administrative code contain specific procurement process requirements which may differ from those described, above. Please see Ohio Administrative Code Ch. 153:1-6.**
- 2) After proposals are received and opened by Purchasing, Purchasing will perform an administrative review of each proposal before releasing all proposals to the agency.
- 3) Once received by the agency, each proposal is evaluated, scored, and ranked using the established factors and criteria.
- 4) The County may, in its sole discretion, opt to shortlist a certain number of the highest-ranked proposals and invite those vendors to provide a demonstration or presentation of their proposed offering, provided such process is expressly described in the RFP. Any demonstration or presentation would be scored against established criteria and this score would be added to the proposal score to determine final rankings of the vendors.
- 5) After the final selection, the top-ranked vendor and the agency will enter into negotiations in order to develop a final contract document. All aspects of the proposal are negotiable unless expressly noted as non-negotiable in the RFP. If, at any time during the negotiations, the vendor fails to negotiate in good faith, the County has the right to cease negotiations and proceed to the next highest-ranked vendor.
- 6) In order to ensure a fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under ORC §149.43, shall not be available until after the award of the contract.

c. Request for Qualifications (RFQ)

- 1) RFQs are used to select professional design services (e.g., architects, design firms). Contract negotiations will be conducted with the highest-ranked vendor. RFQs must follow ORC §153.65 - 153.71.
- 2) RFQs are also used to select consultants, accountants, attorneys-at-law, physicians, surveyors, or appraisers even though they are exempt from competitive bidding under

307.86, it is at times the preference of the Board of Commissioners that these services be competitively bid. Contract negotiations will be conducted with the selected vendor.

d. Request for Information (RFI)

- 1) RFIs are conducted as an informal, information-gathering process or “market survey”. An RFI does not need to be formally advertised, nor is there an evaluation process. A due date and time should be established. All responses will be reviewed by the agency. No response back to the vendor is required. No contract will be directly awarded as the result of an RFI.
- 2) Prior to drafting specifications for an ITB or RFP, it may be helpful to understand the current market/industry capabilities. An RFI provides the tool to do this. An RFI can request general information or ask specific questions. An RFI may be classified as a Market Survey. The intent of an RFI is to gather current information for drafting a strong specification for bids or proposals. **At no time will the County seek pricing information from any vendor as part of an RFI.**

e. Trials and Demonstrations

- 1) Any Trial or Demonstration for any software, hardware or equipment must have the agreement terms and conditions reviewed by the Purchasing Department and the Prosecuting Attorney’s Office and approved under a separate no cost resolution approved by the Board of County Commissioners.

F. Contracting Process

1. Elements of a Contract

A contract is an agreement between two or more parties that creates an obligation to do (or not do) a particular thing (or things). Six elements are needed for a contract to exist and be legally binding. If any one of the six elements is missing, a contract not only may be legally unenforceable, but also it may not even exist.

- a. **Offer and Acceptance:** Simply stated, one party (the “offeror”) offers to provide something (e.g., supplies or services) to another party (the “offeree”). Certain terms and conditions are attached to what is being provided, which the offeree can accept – or not. The offeree’s acceptance demonstrates a willingness to be bound by the offer’s terms and conditions.
- b. **Capacity:** The parties are of legal age, sound mind, and not under influence of drugs or alcohol.
- c. **Consideration:** Anything of value promised from one party to the other for performance under the contract (e.g., the County promises money to suppliers in exchange for their promise to provide supplies or services).
- d. **Legality of Purpose:** To be valid and enforceable, a contract must comply with federal, state, and local laws, and public policy.
- e. **Mutuality of Obligation:** All parties to an agreement must be obligated or none of the parties are obligated. Furthermore, all parties must supply consideration to the others.

- f. **Definiteness:** The important or material terms of an agreement must be specifically expressed for the agreement to be enforceable. Important terms include, but are not limited to, subject matter, price, payment terms, quantity, quality, duration and the scope of work to be done.

2. Terms and Conditions

- a. Prior to submitting a contract to a vendor, terms and conditions should be reviewed by Purchasing and the Prosecuting Attorney's Office. After the review has concluded, the agency may submit the contract to the vendor for approval. Any negotiations of those terms and conditions after submittal should include Purchasing and the Prosecuting Attorney's Office.
- b. Invalid Terms and Conditions
 - 1) Except as otherwise required or permitted by state or federal law, a contract entered into by the County for the procurement of goods or services shall not include any of the following:
 - a) A provision that requires the County to indemnify or hold harmless another person.
 - b) A provision by which the County agrees to binding arbitration or any other binding extra-judicial dispute resolution process.
 - c) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in Franklin County, Ohio.
 - d) A provision that requires the County to agree to limit the liability for any direct loss to the County for bodily injury, death, or damage to property of the County caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that would otherwise impose an indemnification obligation on the County.
 - e) A provision that requires the County to be bound by a term or condition that is unknown to the County at the time of signing a contract, that is not specifically negotiated with the County, that may be unilaterally changed by the other party, or that is electronically accepted by a County employee.
 - f) A provision that provides for a person other than the Prosecuting Attorney to serve as legal counsel for the County, unless allowed for under the process set forth in section 309.09 of the Revised Code.
 - g) A provision that is inconsistent with the County's obligations under section 149.43 of the Revised Code.
 - h) A provision for automatic renewal such that County funds are or would be obligated in subsequent fiscal years.
 - i) A provision that limits the County's ability to recover the cost of cover for a replacement contractor.
 - 2) If a contract contains a term or condition described in section F(2)(b)(1) of this section, the term or condition is void ab initio, and the contract containing that term or condition otherwise shall be enforceable as if it did not contain such term or condition.

3) A contract that contains a term or condition described in Section F(2)(b)(1) of this section shall be governed by and construed in accordance with Ohio law notwithstanding any term or condition to the contrary in the contract.

3. Approval to Form; Authorization to Execute a Contract; Submittal of Resolution and Contract Documents

a. Approval to Form

In addition to the above rules and procedures, any contract, agreement, or MOU shall be approved to form by the Prosecuting Attorney's Office prior to execution of the contract. No contract, agreement, or MOU shall be submitted for Board of Commissioners approval or County Administrator signature until the contract has been approved to form by the Prosecuting Attorney's Office. Additionally, certifications, applications, or other documents that impose obligations or term and conditions on the County shall require approval to form prior to submitting for Board of Commissioners approval or County Administrator signature.

b. Authorization to Execute a Contract

With limited exceptions, no contract shall be executed by any employee or elected official without approval by the Board of Commissioners. To delegate authority, the Board of Commissioners must authorize such by Resolution. Signing a contract without authority is prohibited by law and this Policy. Contracts that include indemnification and fail to include the State of Ohio as the jurisdiction for the contract shall not be considered a valid contract without approval by the County. A contract that has been executed without approval to form from the Prosecuting Attorney's Office and authorization from the Board of Commissioners shall not be considered binding on the County.

- 1) Leases and Subscriptions: As authorized by Resolution No. 0285-22, (attached hereto as Exhibit 7) the County Administrator may, pursuant to section 305.30 of the Revised Code, enter into agreements for subscriptions or leases of equipment with a cost of \$2,500 or less per month. The authority of the County Administrator provided by this Resolution may be exercised upon the following conditions:
 - a) A purchase order for the subscription or lease of equipment has been approved by the Board of Commissioners and the encumbrance is sufficient to meet the obligations in the current fiscal year.
 - b) The terms and conditions have been approved as to form by the Prosecuting Attorney's Office.
 - c) The subscription and leases shall not include personal services or items requiring competitive bidding under state law.
- 2) Any Resolution that is passed that substantively extends the authorization period for County Administrator authority as currently set forth in the Resolution 285-22 is hereby incorporated into this Policy without further resolution action.

c. Submittal of Resolutions and Contract Documents

All Resolutions and related documentation must be submitted into the Commissioner's Resolution Management System (CRMS) by Friday at 12:00 PM, unless this schedule is otherwise modified by the Clerk's Office. Each agency, board, court, commission, or Elected Official's office is responsible for the upload of their Resolutions and related documentation. The documentation typically includes the following:

- a) Resolution: the Resolution shall be a Word document formatted in accordance with the template provided by the Clerk's Office.
- b) Summary: the Summary shall be a PDF, signed by the respective agency, board, court, commission, or Elected Official's office representative, and should include an overview of the contract. A Summary is required when the resolution includes a contract or agreement.
- c) Contract/Agreement: the contract or agreement shall be a PDF and shall be signed by all appropriate parties (e.g., vendor, the Prosecuting Attorney's Office, Purchasing).
- d) Purchase Order Proof List: the PO Proof shall be a PDF and shall reflect an encumbrance of anticipated funding for the current fiscal year.

One hard copy of the full Resolution packet shall be dropped off to the Clerk's Office on Floor 26 of the Franklin County Office Tower.

If a Resolution has previously been adopted by the Board of Commissioners that delegates signature authority to the County Administrator for a particular contract or documentation, the agency, board, court, commission, or Elected Official's office shall forward such contract or documentation via email to the Clerk's Office with reference to the previously adopted Resolution. The Clerk's Office will facilitate signature by the County Administrator and/or the Board of Commissioners.

EXHIBIT 1

Resolution No. 0432-17

June 13, 2017

Resolution reaffirming Franklin County's commitment to integrating environmental sustainability in county programs and policies and to do its part in global efforts that protect the viability of our planet for future generations. (Board of Commissioners)

WHEREAS, the Franklin County Board of Commissioners accepts the overwhelming scientific consensus that climate change is real, is a direct consequence of human activities, and poses legitimate threats to the quality of life for residents and businesses of Franklin County; and,

WHEREAS, the Franklin County Board of Commissioners understands the critical importance of a healthy environment to ensure the prosperity, health, and well-being of all Franklin County residents; and,

WHEREAS, public officials have a heightened responsibility to act purposefully and lead the way in the face of threats, as well as to seize opportunities for the betterment of their communities, including through environmental stewardship in programs and services; and,

WHEREAS, the Franklin County Board of Commissioners recognizes the continuing need for both mitigation and adaptation as best strategies to combat the on-going threats of climate change, and embraces environmental resiliency as a driver of future growth, and that the adoption of renewable energy and smart technologies creates a platform for the next generation of sustainable, living-wage jobs; and,

WHEREAS, the Franklin County Board of Commissioners is committed to pursuing policies that continue their leadership in protecting our environment and our communities for future generations; now, therefore,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, OHIO:

1. That the Board of Commissioners of Franklin County, Ohio, will conserve natural resources through energy efficiency in county operations, including commitments to optimize the purchasing of energy generated from renewable sources, the construction of high performance green buildings, the design and development of sustainable neighborhoods, and through the Energy Works program which provides loan financing to Franklin County businesses and nonprofits for cost-effective, energy

Resolution reaffirming Franklin County's commitment to integrating environmental sustainability in county programs and policies and to do its part in global efforts that protect the viability of our planet for future generations. (Board of Commissioners)

efficiency improvements, resulting in lower energy costs, fewer carbon emissions, and economic growth.

2. That the Board of Commissioners of Franklin County, Ohio, will protect environmental quality by reducing emissions and waste in county operations, including the deployment of alternate-fuel and hybrid electric vehicles, the diversion of waste from our landfill and waterways, including the smart policies to reduce food waste embraced in the Local Food Action Plan, and Franklin County's ongoing commitment to divert e-waste from county operations to the landfill.
3. That the Board of Commissioners of Franklin County, Ohio will support the green energy economy through workforce partnerships that prepare Franklin County residents for the "green collar" jobs of the future, including investments in urban farming, and through strategic investments in entrepreneurship and economic development to ensure that Franklin County is positioned to flourish in budding fields of smart technology, clean energy, green building, and smart logistics.
4. That the Board of Commissioners of Franklin County, Ohio, will endeavor to provide all Franklin County residents equity of access to clean air, fresh water, healthy food, and clean public spaces because environmental health is a matter of social justice for all people in our community.

Prepared by: Mike Hochron

cc: Commissioners
All county agencies

SIGNATURE SHEET

Resolution No. 0432-17

June 13, 2017

RESOLUTION REAFFIRMING FRANKLIN COUNTY'S COMMITMENT TO INTEGRATING ENVIRONMENTAL SUSTAINABILITY IN COUNTY PROGRAMS AND POLICIES AND TO DO ITS PART IN GLOBAL EFFORTS THAT PROTECT THE VIABILITY OF OUR PLANET FOR FUTURE GENERATIONS.

(Board of Commissioners)

Upon the motion of Commissioner Kevin Boyce, seconded by Commissioner Marilyn Brown:

Voting:

John O'Grady, President
Marilyn Brown
Kevin Boyce

Aye
Aye
Aye

Board of County Commissioners
Franklin County, Ohio

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Franklin County, Ohio on the date noted above.



Antwan Booker, Clerk
Board of County Commissioners
Franklin County, Ohio

EXHIBIT 2

BLANKET CERTIFICATES

1. Postal Services (object code 520201)
2. Advertising and Promotion (object code 520206)
3. Memberships (object code 520208)
4. Subscriptions and Publications (object code 520209)
5. Travel Expenses - No Overnight (object code 520401)
6. Overnight Travel Reimbursements (object code 520402)

Certificates opened under this code must itemize the anticipated expenditures by type. The intent of permitting blanket certifications for these expenses is to permit the encumbrance of funds necessary to meet the expenses of a single trip/event, not to encumber funds for an office's entire annual travel budget. See Exhibit 5 for the additional notes information required in the ENTERPRISE ERP® system for each blanket certificate.

7. Training (object code 520408)
8. Utilities (object code 520600 - 520699) (Not limited to \$75,000)

Blanket certification is only for emergency payments to alternate "backup" utility providers. Regular utility services should be contracted for under a named vendor purchase order.

9. Court- mandated reimbursements (Not limited to \$75,000) including:
 - (a) Psychological Exams (object code 520507)
 - (b) Electronic Monitoring (object code 526005)
 - (c) Court / Special Trial Expenses (object code 523101 - 523114)
 - (d) Transcription Expenses (object code 523200 - 523201)
 - (e) Appointed Counsel (object code 523313)
 - (f) Interpreters (object code 525400) and Translation Services (524108)
 - (g) Court appointed Mediators and / or Moderators (object code 520199)

10. Vehicle Towing Services (object code 520702)
11. Rentals/Operating leases of equipment (object code 522000)
12. Food items for which weekly, monthly, or yearly competitive bids have been obtained through the Purchasing Department and do not require a separate BOC approved resolution and contract (object code 530701) (Not limited to \$75,000)

13. Client payments and emergency assistance payments by social service agencies (object code 590000) (Not limited to \$75,000). **Most provider payments should be made in accordance with a contract awarded pursuant to a competitive selection process with the social service agency. This exemption is not to be used to circumvent any current contractual obligations or competitive bid requirements.**
14. Burial Services and Plot Expenses (object code 521903) (Not limited to \$75,000)
15. Grave Markers (object code 531103) (Not limited to \$75,000)
16. Equipment Maintenance & Repairs (object code 525002)
17. Building Maintenance & Repairs (object code 525004)
18. Vehicle Maintenance & Repairs (object code 525008)
19. MV Repair Parts & Accessories (object code 532400)
20. Bldg/Bldg Equipment Maintenance & Repair (object code 533301)
21. Road/Bridge/Walk Supplies (object code 533400 – 533415)

EXHIBIT 3

Request for Quotation Form

Instructions for Request for Quotation (“RFQ”) Form

*”RFQ” as used here should not be confused with the competitive Request for Qualifications (RFQ) process as described in section E(2)(c) of this Policy.

A. Goods

1. RFQ# is a tracking number that each agency should develop to assist in the monitoring of their quotes, and will be of assistance when filling out the quarterly SEBE report.
2. To Vendor and Reply To areas are self-explanatory.
3. Quantity is the total needed for the individual line item being ordered.
4. UOM is the unit of measure (each, doz, lb, qt, box, etc)
5. Item description or catalog number should be as detailed as you need it to be to ensure that you are obtaining quotes for the item(s) that you need.
6. Delivered Unit Price is what the vendor is to provide to your agency.
7. Total – This is one of the factors that your agency would use to evaluate.
8. Estimated Delivery Date is the date that your agency can expect to get it. This is one of the factors that your agency would use to evaluate. Quote Due by date is an important date as their failure to submit their quotation on time could be an indicator of the level of service your agency might receive if it is awarded the purchase.

Failure of the vendor to sign the quotation would void their quote and make it non-responsive and your agency would not be able to consider it for evaluation.

B. Services

1. RFQ# is a tracking number that each agency should develop to assist in the monitoring of their quotes, and will be of assistance when filling out the quarterly SEBE report.
2. To Vendor and Reply To areas are self-explanatory. 3. Quantity this would be left blank.
4. UOM this would be left blank.
5. Item description – agency would type in the phrase ***“see the attached scope of services”***.
 - a. The scope of services would be a detailed description of the requirement of the services that the vendor must provide to include any performance standards, frequency of the service, any deliverables that are due, and when they are due, payment schedule (if applicable), any testing schedule, etc.
 - b. The scope of services should have a signature block for the elected official, their representative or an agency Director, and the vendor. Once a final Scope of

Services is agreed upon, both parties will sign the document and it will become the basis of the parties' contractual obligations.

- c. When entering a requisition, the agency will ensure that the phrase listed below is placed in the additional notes section: *"All work performed under this purchase order will be performed in accordance with the attached signed Scope of Services."*
- 6. Delivered Unit Price – the vendor would leave this blank as you would be looking for the Total amount of the quote for the basis of your evaluation.
- 7. Total – This is one of the factors that your agency would use to evaluate.
- 8. Estimated Delivery Date is the date that your agency can expect to get it. This is one of the factors that your agency would use to evaluate.

Quote Due by date is an important date as their failure to submit their quotation on time could be an indicator of the level of service your agency might receive if they are awarded the purchase.

Failure of the vendor to sign the quotation would void their quote and make it non-responsive and your agency would not be able to consider it for evaluation.

FRANKLIN COUNTY REQUEST FOR QUOTATION

TO: All Qualified Bidders

REF: RFQ-#

DATE:

FROM: Agency Name: _____
Agency POC: _____
Email: _____
Telephone: _____
Facsimile: _____

The County agency listed above is soliciting quotations for the purchase of _____.

GENERAL CONDITIONS

The County agency will accept due no later than 2 p.m. on _____, or any time prior thereto.

Quotations will be faxed or emailed as an attachment to the agency POC.

Quotations received after that time will be considered late and will not be accepted.

The County agency reserves the right to reject any and all Quotations. The County agency further reserves the right to seek new Quotations when such a procedure is reasonably in the best interest of the County agency to do so. Providing a Quotation does not guarantee an award of a purchase order. Franklin County is seeking minority owned and operated businesses to participate in the submission to our Quote. Utilizing Tab-1 Exhibit 2 (*Small and Emerging Business Information*), Offerors are asked to indicate whether their company, business or organization meets the descriptions provided for a Small and Emerging Business Enterprise (SEBE), Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), or a Woman Business Enterprise (WBE). This is only for informational purposes and is not part of the evaluation process and will not be given any consideration with regard to an award.

Franklin County's purchase terms and conditions supersede any acknowledgements or other vendor terms and conditions. DO NOT quote if your company cannot abide by this Policy.

PAYMENT

Full payment will be made upon receipt, inspection and acceptance of a complete unit(s). No down or partial down payments will be made.

Franklin County does not pay sales tax. Do not compute sales tax into your final price.

All quotation prices must be F.O.B. destination; freight prepaid Columbus, Ohio with delivery to the location specified at the time of order. Franklin County does not pay for transportation separate from the item quoted.

DELIVERY TIME

Vendors shall specify on the attached Bid Form the estimated delivery time (in calendar days) for each item.

WARRANTY

The successful bidder will be required to warranty all goods, services and equipment provided.

Warranty information shall be provided in detail on a separate page and attached to the Quotation Form. The location of all warranty work shall also be provided.

PRODUCT/CATALOG INFORMATION

All bidders must submit catalog information on the unit(s) they propose to furnish on this quotation. Failure to submit such information will result in rejection of your quotation.

All equipment furnished under this request for quotation shall be new, unused and the same as the manufacturer's current production model. The omission or inclusion of any components in the detailed specifications below shall not relieve the bidder of supplying all components, equipment, and parts that are standard, or that are required to properly perform the function intended.

All equipment, options and features provided must be designed, constructed, and installed to be fully suitable for their intended use and service. All components must be new.

The successful Bidder shall be responsible for delivering equipment that is properly serviced, clean, and in first class operating condition.

Pre-delivery service, at a minimum, shall include the following:

- Cleaning of Equipment, if necessary, and removal of all unnecessary tags, stickers, papers, etc.
- Owner's manual and Warranty Manual to accompany each piece of equipment.
- Equipment shall be completely assembled (unless otherwise noted in this Specification), including options, and attachments and shall have been thoroughly tested and be ready for operation upon delivery.

All quotes, where applicable, shall have a product data sheet returned with the quote. Product data sheets need to emphasize environmental/sustainable information. Examples of information necessary to meet this requirement:

For furniture, floor coverings, etc., product data sheets shall contain recycled content used, post consumer recycled content used, amount of material that can be recycled and other key environmental factors that may apply.

Cleaning compound, lubricants and other related products shall have product data sheets that provides certifications such as Green Seal, Ecologo, Biobased or similar independent certifications.

All quotes will have MSDS sheets included, if applicable.

EQUAL EMPLOYMENT PROVISIONS REQUIRED

All contractors must be willing to enter into a contract containing the following provision:

Non-Discrimination / Equal Opportunity Provisions

The Contractor agrees that in the hiring of employees for the performance of work under the Contract, Contractor shall not, by reasons of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Contract relates. That the Contractor or any person acting on behalf of Contractor, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

By Contractor's signature hereto, Contractor certifies that he/she complies with the express language contained in §125.111 of the Ohio Revised Code regarding Non-Discrimination / Equal Opportunity. All contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity officer of the department of development.

RFQ #

TO VENDOR	

REPLY TO

[illegible]

Quote Due by:	

All vendor quotations are subject to the provisions of the attached General Contract Terms and Conditions. Vendor quotations will not be accepted unless all requested information has been provided and the quotation is signed.

Vendor's signature is certification that they agree with and meet all of the requirements of the Request for Quote.

**TAB 1
To
EXHIBIT 3**

SMALL AND EMERGING BUSINESS ENTERPRISE INFORMATION

Franklin County is seeking, for statistical purposes, information of the size and demographic type of vendors responding to its contracting opportunities. This information will not be used as part of the evaluation process and will not be given any consideration with regard to an award.

With the exception of the Small and Emerging Business Enterprise (SEBE) designation, Vendor shall only select designation(s) below if Vendor is formally certified by one of the following certifying bodies::

- **8(a) Business Development (SBA)**
- **City of Columbus**
- **Columbus City Schools**
- **Department of Administrative Services (DAS)**
- **Diversity Chamber of Central Ohio (DCCO) – a local affiliate of the National Gay and Lesbian Chamber of Commerce (NGLCC)**
- **Ohio Unified Certification Program (ODOT)**
- **Ohio Minority Supplier Development Council (OMSDC)**
- **US Department of Veterans Affairs (Office of Small & Disadvantaged Business Utilization)**
- **Women’s Business Enterprise National Council (WBENC)**

If Vendor is self-reporting that it meets the requirements outlined in the Small and Emerging Business Enterprise (SEBE) designation, Vendor shall complete and submit the ***Small and Emerging Business Enterprise Affidavit*** in lieu of a formal certification by a certifying body.

Additionally, the County will recognize and accept certifications from other appropriate certifying bodies approved by the Small and Emerging Business Coordinator.

CHECK ALL THE APPROPRIATE CERTIFICATIONS THAT APPLY:

☐ **8(a) Business Development Program**

In order to help small, disadvantaged businesses compete in the marketplace, the SBA created the 8(a) Business Development Program. The 8(a) Business Development Program is a business assistance program for small disadvantaged businesses. The 8(a) Program offers a broad scope of assistance to firms that are owned and controlled at least 51% by socially and economically disadvantaged individuals. Participation in the program is divided into two phases over nine years: a four-year developmental stage and a five-year transition stage.

☐ **Disadvantaged Business Enterprise (DBE)**

DBEs are for-profit small business concerns where socially and economically disadvantaged individuals* own at least a 51% interest and also control management and daily business operations. (*African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged). Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis. To participate in the DBE program, a small business owned and controlled by socially and economically disadvantaged individuals must receive DBE certification from the relevant state– generally through the state Uniform Certification Program (UCP).

To be regarded as economically disadvantaged, an individual must have a personal net worth that does not exceed \$1.32 million. To be seen as a small business, a firm must meet SBA size criteria AND have average annual gross receipts not to exceed \$22.41 million. Size limits for the airport concessions DBE program are higher. The Department has issued a final rule amending its disadvantaged business enterprise (DBE) program at 49 CFR part 26.

☐ **Encouraging Diversity, Growth and Equity (EDGE)-Certified Business Enterprise (“EDGE”)**

An EDGE-certified business must be owned and controlled by a U.S. citizen who is a resident of Ohio. A business may qualify for EDGE certification if either (a) its owner is both socially and economically disadvantaged, or (b) the business is located in a qualified census tract and the owner is economically disadvantaged. A business enterprise that is eligible for EDGE certification must

(1) have been in business for at least one year prior to applying; and (2) be at prior to the date of determination in connection with the County’s contracting or procurement activities and that meets certain size limitations based on the Federal Small Business Administration Regulations set forth in 13 C.F.R. §121.201 and the revisions thereto. The enterprise must be local, having (a) its principal place of business within Franklin County, Ohio as determined by the payment of real or personal property taxes on property located in such county for not less than one taxable year immediately prior to the date of determination or (b) more than 50% of its full-time employees residing within the boundaries of Franklin County; and must be economically disadvantaged such that the enterprise is at least 51% owned and controlled directly or indirectly by one or more individuals, each with a personal net worth equal to or less than \$750,000. Personal net worth of an individual includes the personal net worth of the individual’s spouse, if any, but does not include

(1) the individual’s ownership interest in the enterprise being considered in connection with the County’s contracting and procurement activities or (2) the individual’s equity in his or her primary residence. Additionally, a contingent liability does not reduce an individual’s personal net worth.

☐ **Lesbian, Gay, Bisexual, Transgender Business Enterprise (“LGBTBE”)**

An independent business concern that is at least fifty-one percent (51%) owned and controlled by one or more LGBT persons who are U.S. citizens or lawful permanent residents, or in the case of any publicly-owned business, at least fifty-one percent (51%) of the equity of which is owned and controlled by one or more LGBT persons who are U.S. citizens or lawful permanent residents; and whose management and daily operation is controlled by one or more of the LGBT owners.

☐ **Local Economically Disadvantaged Enterprise (LEDE)**

A sole proprietorship, partnership, company, corporation or joint venture that has been in business for at least one year prior to the date of determination in connection with the County’s contracting or procurement activities and that meets certain size limitations based on the Federal Small Business Administration Regulations set forth in 13 C.F.R. §121.201 and the revisions thereto. The enterprise must be local, having (a) its principal place of business within Franklin County, Ohio as determined by the payment of real or personal property taxes on property located in such county for not less than one taxable year immediately prior to the date of determination or (b) more than 50% of its full-time employees residing within the boundaries of Franklin County; and must be economically disadvantaged such that the enterprise is at least 51% owned and controlled directly or indirectly by one or more individuals, each with a personal net worth equal to or less than \$750,000. Personal net worth of an individual includes the personal net worth of the individual’s spouse, if any, but does not include (1) the individual’s ownership interest in the enterprise being considered in connection with the County’s contracting and procurement activities or (2) the individual’s equity in his or her primary residence. Additionally, a contingent liability does not reduce an individual’s personal net worth.

☐ **Minority Business Enterprise (MBE)**

Minority business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more minorities or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities; and (2) whose management and daily business operations are controlled by one or more minorities. "Minority business enterprise" means Blacks or African Americans, American Indians, Hispanics or Latinos, and Asians as defined in the Ohio Revised Code.

Please select the proper designation of Minority Business Enterprise:

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> Black or African American | <input type="checkbox"/> American Indian | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Hispanic or Latino | <input type="checkbox"/> Asian | |

☐ **Veteran Business Enterprise (VBE)**

A veteran business enterprise is defined as a business concern (1) which is at least 51 percent owned by one or more veterans or service-disabled veterans, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more veterans or service-disabled veterans; and (2) whose management and daily business operations are controlled by one or more veterans or service-disabled veterans. "Veteran" means a veteran of the U.S. military, – either active duty or reservist – from all five Service Branches (Army, Navy, Air Force, Marine Corps and Coast Guard).

☐ **Women Business Enterprise (WBE)**

Women-owned business concern, as used in this definition, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

Please include a copy of your certificate from the appropriate certifying body(ies) for the above demographic definitions with your submission.

☐ **Small and Emerging Business Enterprise (SEBE) Definition**

A small and emerging business enterprise is defined as a business concern, operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.201. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged). *The County's SEBE self-certification requires the owner to swear, attest or affirm that the business entity is a Small and Emerging Business Enterprise (SEBE) that meets the criteria and size standards set-forth in 13 CFR Part 121.20 (Vendor must complete and notarize the attached Small and Emerging Business Enterprise Affidavit).*

If your business does not meet one of the above designations, please select "None of the Above" in the box below.

☐ **NONE OF THE ABOVE**

SMALL AND EMERGING BUSINESS ENTERPRISE AFFIDAVIT

For Board of Commissioners of Franklin County

The undersigned swears, attests or affirms that the foregoing statements concerning the Small and Emerging Business Enterprise (hereinafter "SEBE") status of the business are true and accurate. This document is for statistical and information purposes only and is not part of the evaluation process and will not be given any consideration with regard to an award.

(Name of Business)

Address: _____
(Number & Street) (City) (State & Zip Code)

Type of Work (NAICS Codes): _____ Annual Sales for previous year\$: _____
Number of employees: _____

The undersigned swears, attests or affirms that either the business entity stated above is a Small and Emerging Business Enterprise (SEBE) that meets the criteria and size standards set forth in 13 CFR Part 121.201; SEBE Definition "A small and emerging business is defined as a business concern, including its affiliates, which is independently owned and operated. It is not dominant in its field of operation because it does not exercise a controlling or major influence on other comparable business operations in Central Ohio. Dominance is determined by several factors including but not limited to volume of business, number of employees, financial resources, and the nature of business activity."

Further the undersigned swears, attests or affirms that the business entity still constitutes a Small and Emerging Business in compliance with the rules, laws, ordinances, rules or regulations of the certifying entity. The undersigned understands and agrees that the Board of Commissioners of Franklin County, its employees, contractors or agents may, at the Board's sole and complete discretion, verify that the business entity still constitutes a Small and Emerging Business by the certifying body.

Misrepresentations or false statements may subject the undersigned and/or business entity to fines or prosecution pursuant to § 2913.42 of the Ohio Revised Code.

Affiant and Title

SWORN to before me and subscribed in my presence this

_____ day of _____, 20____.

Notary Public

My Commission expires

_____ day of _____, 20____. (Seal)

Certifying Agencies

The County will recognize and accept certifications from the following certifying bodies:

- Ohio Department of Administrative Services (DAS):
<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGE Certification /tabid/134/Default.aspx>
- City of Columbus:
<https://columbus.diversitycompliance.com/?TN=columbus>
- Columbus City Schools:
<http://www.ccsos.us/Vendors.asp>
- Ohio Department of Transportation (ODOT):
<http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/UCP.aspx>
- Department of Veterans Affairs – Center for Verification and Evaluation:
<https://www.va.gov/osdbu/verification/>
- Women’s Business Enterprise National Council:
<http://www.wbenc.org/>

EXHIBIT 4

Quarterly Purchase Report

The information and definitions provided below are to assist Agencies in understanding the vendor databases which they are utilizing for the purpose of selecting vendors from which they will solicit quotes. This information will also be helpful in assisting County Agencies as they compile their data for completing the spreadsheet to submit on a quarterly basis.

In order to assist the County Agencies, the Small and Emerging Business Enterprise Totals Report spreadsheet is separated into six parts.

1. **Quote Description** – is the basic description of what your agency requested when it issued its quote. The number of quotes that an agency has to report depends on the numbers that were issued in each quarter. The description does not need to be detailed but needs to provide enough information so the Board of Commissioners can be informed of what was purchased.
2. **Vendors Solicited for Quotes** - these are the total number of vendors (by designation) that were sent a quote form. The definitions of each designation are listed below and for purposes of receiving quotes County Agencies may rely on the vendor designation that has been granted in the databases that are provided in the County Policy.
 - a. **Large Business Enterprise** - The business bidding does not meet one of the below definitions.
 - b. **Small and Emerging Business Enterprise (SEBE)** - Definitions can be found in Tab 1 to Exhibit 3
3. **Total SEBEs** - This section is broken down into three subcategories.
 - a. Those of the SEBEs that you solicited quotes from that are within the boundaries of Franklin County.
 - b. Those of the SEBEs that you solicited quotes from that are outside of Franklin County but within the boundaries of the State of Ohio.
 - c. Those of the SEBEs that you solicited quotes from that are outside the boundaries of the State of Ohio
4. **Number of SEBEs responding to the Quote** - this is the number of vendors in those designations that responded to your quote and made an offer.
5. **Number of SEBEs awarded a Quote** - this is the number of vendors in those designations that were awarded a purchase order from the quote they provided. There could be more than one if an agency decided to split a purchase if it was advantageous to do so. Normally, there would usually be only one award from the issuance of a request for a quote.
6. **Awarded amount and Awarded Vendor and additional notes** – these two columns are used to annotate the amount of the award and the name and designation of the vendor.

SMALL AND EMERGING BUSINESS TOTALS REPORT																
Item Description on Quote and Object Code	Award Amount	Total Vendors Solicited	SEBE	MBE	WBE	LGBTBE	EDGE	LEDE	DBE	EDGE	VBE	Number of Certified Businesses Responded to Quote	Vendor Awarded Qoutes	Zip Code of Awarded Vendor	Quote Award Amount	Notes

*List the vendor type (See Tab1 Exhibit 3 for definitions)

**Zip code = where the worked is to be performed or product purchased from-In Franklin County/Out of Franklin County/Out of State of Ohio

Quote example 1:

PFM needs to buy electrical supplies that are not part of a cooperative contract but are under the competitive bidding threshold.

They utilize the quote form and the databases and submit quotes to 5 firms listed below:

AZQ Electric

The XBT Electrical Company

CVZ Electric Company **WBE** Electrical Services

Pacific Ocean Construction Corp. **WBE** Electricians & Electrical Services

Cement Pond **MBE** Electrical Technology

However, they only receive quotes from

AZQ Electric, CVZ Electric, and Pacific Ocean. With Pacific Ocean submitting the lowest quote for \$2,300.

Quote Example 2:

PFM needs to buy Pest Control Services that are not part of a cooperative contract but are under the competitive bidding threshold.

They utilize the quote form and the databases and submit quotes to 5 firms listed below:

Ant-Go

Bug-Go-Away

Green Kill Pest Control **MBE** Pest Control

The Best Pest Control, LLC **WBE** Exterminating & Pest Control

A to Z Best Pest Inspections **SEBE**

They received quotes from every firm except Ant-Go. Based on their evaluation Bug-Go-Away was awarded the work for an amount of \$23,800.

See the Attached Small and Emerging Business Totals Report spreadsheet sample which shows how the quotes should be reported.


SMALL AND EMERGING BUSINESS ENTERPRISES (SEBE) QUARTERLY TOTALS REPORT

AWARDED QUOTES:		Small and Emerging Business Enterprises										Total S/M/W/D/VBE's/E/DGE/LEDE						
QUOTE DESCRIPTION	Total Vendors Solicited for Quotes	Large	SEBE	DBE	EDGE	LEDE	MBE	VBE	LGBTBE	WBE	Within Franklin County*	Out of Franklin County	Out of State of Ohio	Number of SEBEs Responding to Quote	Number of SEBE's Awarded to Quote	Award Amount	Name(s) and designation of Vendor(s):	
Electric Supplies	5	2					1	1	1	2	1			3	1	\$2,300.00	Pacific Ocean Construction Corp. (WBE)	
Pest Control	5	2	1				1		1	3	1			4	0	\$26,100.00	Bug-Go-Away (Large Business)	
Grand Total:	10	4	1	0	1	0	0	0	2	2	1	5	2	0	0	\$28,400.00		
																Total of awards to ALL SEBEs	\$2,300.00	Total of awards to Franklin County SEBEs only*
																	\$2,300.00	

EXHIBIT 5

Purchase Order Additional Comments

In order to facilitate compliance with the ORC and this Policy, the following notes have been added to the Standard notes section of ENTERPRISE ERP®. These statements must be filled out and added to the additional notes section of each purchase order as applicable. If the additional notes are not added as required in Section D(1)(a) above, the requisition will be deleted.



Standard Notes Browse

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Standard Notes [FRANKLIN COUNTY]

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Standard Notes Browse

Number	Dated	By User	Description
28157	10/30/2013	tjshaffe	STS CONTRACT CONTRACT NAME: CONTRACT #: EX
28158	10/30/2013	tjshaffe	OVERNIGHT TRAVEL:BOC Travel Policy NAME OF
28159	10/30/2013	tjshaffe	SOLE SOURCE PURCHASE REVIEWED BY PURCHASIN
28160	10/30/2013	tjshaffe	COUNTY CONTRACT PURCHASE CONTRACT NAME: C
28161	10/30/2013	tjshaffe	**3 QUOTE CERTIFICATION** This certifies
28162	10/30/2013	tjshaffe	DATA BOARD RESOLUTION # DATA BOARD RESOLUT
28163	10/30/2013	tjshaffe	PURCHASES FOR FOOD ITEMS This Certifies th
28164	03/25/2015	807cejohnst	EXISTING CONTRACT NAME: CONTRACT/BID NUMB
28165	01/19/2018	807cejohnst	OVERNIGHT TRAVEL:Non-BOC Travel Policy NAM
28166	12/28/2018	807cejohnst	OTHER COOPERATIVE (COOP): OMNIA, SOURCEWEL

Purchases equal to or below the \$75,000 threshold for Competitive Bidding

“All work performed under this purchase order will be performed in accordance with the attached signed Scope of Services.”


*****3-Quote Certification*****


This certifies that the agency has:


Solicited no fewer than three informal estimates via email, regular mail or telephone.


The estimates were equally evaluated;


The agency shall maintain records for this purchase in accordance with the County Policy governing purchases equal to or below the \$75,000 threshold.


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
Update


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Standard Notes [FRANKLIN COUNTY]

Note Details

Note number

28161

Created by

tjshaffe

Date/Time

2013-10-30 13:59

Note type

Normal

Program

Purchasing


☒ Printable


Notes


3 QUOTE CERTIFICATION


This certifies that the agency creating this requisition herein solicited no fewer than three (3) informal quotes prior to recommending an award. The quotes were equally evaluated and the agency will maintain a record of all quotes for a period of no less


Purchases off of a County Contract
COUNTY CONTRACT PURCHASE
CONTRACT/BID NUMBER:
DATE APPROVED:
RESOLUTION #:
EXP. DATE:


 **Standard Notes [FRANKLIN COUNTY]**


 Close


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Standard Notes [FRANKLIN COUNTY]

Note Details

Note number

28164

Created by

807cejohnst

Date/Time

2015-03-25 13:25

Note type

Normal

☒ Printable

Program

Purchasing

Notes

EXISTING CONTRACT NAME:

CONTRACT/BID NUMBER:


DATE APPROVED:

RESOLUTION #:


EXPIRATION DATE:

Data Board Resolutions


Data Board Resolution #
Data Board Resolution Date:




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Standard Notes [FRANKLIN COUNTY]

Note Details

Note number

28162

Created by

tjshaffe

Date/Time

2013-10-30 14:02

Note type

Normal

Program

Purchasing

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Printable

Notes

DATA BOARD RESOLUTION #
DATA BOARD RESOLUTION DATE:

Overnight Travel

Name of Meeting:

Dates of Meeting:

Place & Address of Meeting

Names of Personnel Attending:

Registration Fee:

Airfare:

Lodging:

Meals & Incidentals:

Misc Expenses:

Additional Information:



Standard Notes [FRANKLIN COUNTY]



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Standard Notes [FRANKLIN COUNTY]

Note Details

Note number

28165

Created by

807cejohnst

Date/Time

2018-01-19 09:06

Note type

Normal



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Program

Purchasing


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OVERNIGHT TRAVEL:Non-BOC Travel
Policy
NAME OF MEETING:
DATES OF MEETING:
PLACE & ADDRESS OF MEETING:
PERSONNEL ATTENDING:
REGISTRATION FEE:
AIR FARE:
LODGING:
MEALS & INCIDENTALS FIRST DAY:


Purchases for Food Items

DATE FOOD POLICY FILED WITH COUNTY AUDITOR:


AGENCY WILL PROVIDE LIST OF ATTENDEES TO THE
COUNTY AUDITOR WITH THEIR INVOICE




Standard Notes [FRANKLIN COUNTY]




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Standard Notes [FRANKLIN COUNTY]

Note Details

Note number

28163

Created by

tjshaffe

Date/Time

2013-10-30 14:02

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PURCHASES FOR FOOD ITEMS
This certifies the food policy has
been filed with the County Auditor
and the agency will provide a list
of event attendees to the County
Auditor with the invoice.


Franklin County BoC Purchasing Policy
v10.3.2023

Page 44 of 51


Purchases for Authorized Sole Source Products and Services
SOLE SOURCE PURCHASE
VALIDATED BY PURCHASING: Y/N
VALIDATED BY PROS ATTN: Y/N
JUSTIFICATION OF SOLE SOURCE IS MAINTAINED IN THE PURCHASE ORDER FILE




Standard Notes [FRANKLIN COUNTY]




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Standard Notes [FRANKLIN COUNTY]

Note Details

Note number

28159

Created by

tjshaffe

Date/Time

2013-10-30 13:57

Note type

Normal

☒ Printable

Program

Purchasing

Notes

SOLE SOURCE PURCHASE
REVIEWED BY PURCHASING Y/N
APPROVED BY PROS ATTY Y/N
DATE APPROVED:

The Purchasing Department maintains
the approved Sole Source
justification.

Purchases off of State Term Schedules (STS) / GSA / other Cooperative Contract

STS/GSA/OTHER COOPERATIVE CONTRACT

LIST CONTRACT TYPE*:


CONTRACT NAME:


CONTRACT #:


EXP. DATE:


*Examples: STS, GSA, Sourcewell, or other source of Cooperative Contract


Note for STS:


 **Standard Notes [FRANKLIN COUNTY]**


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Standard Notes [FRANKLIN COUNTY]

Note Details

Note number

28157

Created by

tjshaffe

Date/Time

2013-10-30 13:54

Note type

Normal

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Program

Purchasing

Notes

STS CONTRACT
CONTRACT NAME :
CONTRACT #:
EXP. DATE:
FRANKLIN COUNTY STS COOP
MEMBERSHIP # 65211 EFFECTIVE 11-1-
2020 THRU 11-1-2023

Note for Cooperative Contract (Not STS):



Standard Notes [FRANKLIN COUNTY]



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Standard Notes [FRANKLIN COUNTY]

Note Details

Note number

28166

Created by

807cejohnst

Date/Time

2018-12-28 12:00

Note type

Normal



Printable

Program

Purchasing

Notes

OTHER COOPERATIVE (COOP): OMNIA,
SOURCEWELL, EQUALIS, OR OTHER
APPROVED COOP.

NAME OF COOP:
CONTRACT NAME:
CONTRACT #:
EXPIRATION DATE:

EXHIBIT 6

FRANKLIN COUNTY – PURCHASE ORDER TERMS AND CONDITIONS

Tax Exempt:

Franklin County ("County") is tax exempt (Tax ID No. 31-6400067).

Governing Law/Venue:

This Contract shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance. All actions regarding this Contract shall be forumed and venued in the Court of Common Pleas Civil Division located in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such court.

Acceptance by Vendor:

By providing goods or services as specified by this Contract, or by accepting payment from the County, the Vendor accepts the terms in this document in their entirety. Unless specifically agreed in writing by the Parties and approved via resolution by the Franklin County Board of Commissioners, the terms in this document shall control over any contrary terms. Upon acceptance of this order by Vendor, Vendor acknowledges and states that the Vendor, its agents, employees, officers., or servants have no knowledge of any collusion, nor are in any manner, shape or form involved in any collusion involving product(s) or services addressed in this purchase order.

Delivery:

Purchase Order number shall be shown on all boxes, packages, shipping documents, invoices, and correspondence. Prices must include all charges necessary to complete delivery to Franklin County, Ohio departments, agencies, courts, boards and commissions on an F.O.B. destination basis.

Transfer of Risk and Transfer of Title:

1. Acceptance of and responsibility for material shipped on this order begins only upon delivery by the carrier to the designated destination.
2. The risk passes to the County only after acceptance of the ordered goods or acceptance of the performed services at the appointed place of delivery in accordance with the agreed terms of delivery and to the satisfaction of the County.
3. The legal and beneficial title and all property rights to goods specified in the purchase order shall transfer at the point of delivery and acceptance by the County.

Payment:

The County typically makes payment within 30 days from the day the invoice is received. No payment shall be made until the materials, supplies, equipment, or services have been fully delivered and accepted, and the work has been completed to the full satisfaction of the County. The County will not pay late fees, interest, or other penalties for later payment.

Substitutions:

Substitutions or alterations under this Contract are not permitted unless authorized by the County.

Indemnification:

Vendor shall assume the defense of, indemnify, and save harmless the County and all Franklin County agencies, including public officials and employees acting in the course of their employment, from any and all third party claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from the Vendor's performance of the work required under this Contract, and including Vendor's employees and agents, in the course of providing the goods and/or services.

Unresolved Finding for Recovery:

Ohio Revised Code §9.24 prohibits the County from awarding a contract to any vendor against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By Vendor's performance of work under this Contract, Vendor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24, prior to the award of any contract, without notifying the County of such finding.

If, after the Contract is awarded, it is determined that an "unresolved" finding for recovery had been issued against the Vendor prior to the award, the Contract shall be void. The Vendor understands that Vendor shall be responsible to the County for any expenditure against the Contract.

Non-Discrimination/Equal Opportunity:

Vendor agrees that in the hiring of employees for the performance of work under the Contract, Vendor shall not, by reasons of race, color, religion, sex, age, disability, military status, veteran status, national origin, ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Contract relates. The Vendor, or any person acting on behalf of Vendor, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Contract on account of race, color, religion, sex, age, disability or military status, veteran status, national origin, ancestry, sexual orientation, or gender identity.

By Vendor's performance of work under this Contract, Vendor certifies that it complies with the express language contained in §125.111 of the Ohio Revised Code regarding Non-Discrimination/Equal Opportunity.

All contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the department of development.

Warranty:

All equipment will carry the manufacturer's standard warranty unless a greater warranty is specified in the Contract. Acceptance of product and/or services by the County will mark the commencement of the warranty period.

Certificate of Insurance/Workers' Compensation Certificate:

Vendor acknowledges that it is an independent contractor of the County and entering this Contract does not create an employer-employee relationship, partnership, or joint venture. Vendor shall have no claim against the County for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits or any kind. Vendor represents that it has current commercial general liability insurance and current Workers' Compensation insurance. The County reserves the right to request from the Vendor proof of their Certificate of Insurance and a copy of their Workers' Compensation Certificate.

Cancellation:

The County reserves the right to cancel all or any portion of this Contract a) for convenience upon providing the Vendor 30-day written notice, b) immediately upon providing written notice to Vendor of non-appropriation of funds necessary for the continuation of the Contract, or c) if the Vendor fails to meet the terms and conditions, including delivery schedules, of the Contract.

Public Record:

With limited exception, pursuant to Ohio Revised Code §149.43, all information submitted by Vendor shall be considered a public record. Vendor agrees to hold the County harmless for release of any such information pursuant to Ohio Public Records law.

Cyber Breach:

Vendor shall have a plan and adequate resources to address telecommunications and computer systems breach, and shall maintain intrusion detection services and procedures and/or data breaching systems to detect and address "hacking" and "phishing operations" into the Vendor's telecommunications system, that includes services and systems to detect any unauthorized access to or unauthorized activity on the Vendor's telecommunications system, networks, computer systems, and network devices associated with the use of and access to the County's management systems, databases, and County information and data. Vendor will ensure that all intrusion detection measures and data breach systems are maintained and functional on a regular basis. Intrusion detection services and data breach systems shall include, at minimum, network-based intrusion detection and active monitoring of appropriate computer system access logs. Vendor shall notify the County, as soon as reasonably possible, of its detection of any potential or suspected intrusions that may affect the County with regard to disbursement of payments or access to County systems, networks, data, or information. Failure by Vendor to provide this notification shall be a breach under the Contract. Vendor shall be liable for all costs and damages to the County related to or arising from the breach of Vendor's telecommunications systems, networks, or computer systems. Vendor shall provide the County a historical record of prior breaches of security or intrusions, including all prior incidents of "hacking," that have previously been detected in the Vendor's system.

Invalid Terms and Conditions:

1. Except as otherwise required or permitted by state or federal law, a contract entered into by the County for the procurement of goods or services shall not include any of the following:
 - a) A provision that requires the County to indemnify or hold harmless another person.
 - b) A provision by which the County agrees to binding arbitration or any other binding extra-judicial dispute resolution process.
 - c) A provision that names a venue for any action or dispute against the County other than a court of proper jurisdiction in Franklin County, Ohio.
 - d) A provision that requires the County to agree to limit the liability for any direct loss to the County for bodily injury, death, or damage to property of the County caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that would otherwise impose an indemnification obligation on the County.
 - e) A provision that requires the County to be bound by a term or condition that is unknown to the County at the time of signing a contract, that is not specifically negotiated with the County, that may be unilaterally changed by the other party, or that is electronically accepted by a County employee.
 - f) A provision that provides for a person other than the Prosecuting Attorney to serve as legal counsel for the County, unless allowed for under the process set forth in section 309.09 of the Revised Code.
 - g) A provision that is inconsistent with the County's obligations under section 149.43 of the Revised Code.
 - h) A provision for automatic renewal such that County funds are or would be obligated in subsequent fiscal years.
 - i) A provision that limits the County's ability to recover the cost of cover for a replacement contractor.
2. If a contract contains a term or condition described in division F(2)(b)(1) of this section, the term or condition is void ab initio, and the contract containing that term or condition otherwise shall be enforceable as if it did not contain such term or condition.
3. A contract that contains a term or condition described in division F(2)(b)(1) of this section shall be governed by and construed in accordance with Ohio law notwithstanding any term or condition to the contrary in the contract.

**Resolution authorizing policies and procedures for the approval of certain subscriptions and leases of equipment.
(Commissioners)**

WHEREAS, entities within Franklin County are required from time to time to procure subscriptions and enter into leases for equipment necessary for their operations; and

WHEREAS, some of these purchases require a signed agreement between the County and the vendor approving the terms and conditions; and

WHEREAS, the Board of Commissioners desires to establish policies and procedures allowing the County Administrator under certain conditions to sign these agreements where the cost of the subscription or lease is \$2,500 or less per month; and

WHEREAS, this authority is not intended to include consultant services or professional services but is limited to routine subscriptions and leases; now, therefore,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, OHIO:

1. That the County Administrator is hereby authorized, pursuant to section 305.30 of the Revised Code, to enter into agreements for subscriptions or leases of equipment with a cost of \$2,500 or less per month.
2. That the authority of the County Administrator provided by this Resolution may be exercised upon the following conditions:
 - a. A purchase order for the subscription or lease of equipment has been approved by the Board of Commissioners and the encumbrance is sufficient to meet the obligations in the current fiscal year.
 - b. The terms and conditions have been approved as to form by the Prosecuting Attorney's Office.
 - c. The subscription and leases shall not include personal services or items requiring competitive bidding under state law.
 - d. The subscription or leases of equipment are considered routine.
 - e. That the Prosecuting Attorney provide notice of the approval to form to the Commissioners prior to the County Administrator executing the subscription or lease.

**Resolution authorizing policies and procedures for the approval of certain subscriptions and leases of equipment.
(Commissioners)**

3. That the Office of Management & Budget is hereby authorized to develop any policies and procedures required by this Resolution in consultation with the Prosecuting Attorney's Office and the Purchasing Department and provide those policies and procedures to the Board of Commissioners through journalization.
4. That the Office of Management & Budget shall report annually on all subscriptions and leases entered into pursuant to this Resolution.
5. That the County Administrator is hereby authorized to take any and all actions including executing amendment and agreements that are not inconsistent with this Resolution.
6. That this Resolution shall be in effect until December 31, 2023.

Prepared by: Zak Talarek and Jeanine Hummer

SIGNATURE SHEET

Resolution No. 285-22

April 05, 2022

RESOLUTION AUTHORIZING POLICIES AND PROCEDURES FOR THE APPROVAL OF CERTAIN SUBSCRIPTIONS AND LEASES OF EQUIPMENT.

(COMM - Board of Commissioners)

Upon the motion of Commissioner John O'Grady, seconded by
Commissioner Kevin L. Boyce:

Voting:

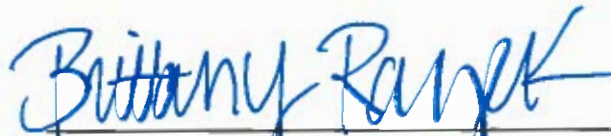
Erica C. Crawley, President
John O'Grady
Kevin L. Boyce

Aye
Aye
Aye

Board of County Commissioners
Franklin County, Ohio

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct
transcript of a resolution acted upon by the Board of County
Commissioners, Franklin County, Ohio on the date noted above.



Brittany Razeck, Clerk
Board of County Commissioners
Franklin County, Ohio