

# EMMET COUNTY PROCUREMENT POLICY & PROCEDURES MANUAL

Effective October 11, 2021



## **Table of Contents**

<b>Section 1 - Purpose .....</b>	<b>4</b>
<b>Section 2 – Procurement Policies &amp; Procedures .....</b>	<b>4</b>
<b>Section 3 – Purchase Orders .....</b>	<b>6</b>
<b>Section 4 – General Guidelines .....</b>	<b>7</b>
4.1 Contracts Required to Procure Services (aka “Procurement Contracts”) .....	7
4.2 Budget Adjustments .....	7
4.3 Exceptions to General Rules and Guidelines .....	7
4.4 Conflict of Interest .....	7
4.5 Gifts and Gratuities .....	7
4.6 Food and Beverage Purchases.....	8
4.7 Capital Asset Procurements .....	8
4.8 Environmental Procurement.....	8
4.9 OMB Uniform Administrative Requirements for Federal Awards.....	8
4.10 Cooperative Purchasing and MI State Contracted Vendors.....	9
4.11 Exemption from Local and State Sales Tax .....	9
4.12 File Retention Schedule for Procurement Documentation.....	9
4.13 Non-Compliance/Unauthorized Procurement .....	9
4.14 Procurement Related to Grants .....	9
<b>Section 5 – Solicitation Details .....</b>	<b>9</b>
5.1 Independent Cost Estimate (Pre-Solicitation Price Reasonableness Analysis).....	9
5.2 Drafting Specifications in Formal Solicitations .....	10
5.3 Pre-Bid Meetings with Interested Vendors .....	10
5.4 Tied Solicitations .....	11
5.5 Late Solicitations.....	10
5.6 Modification or Withdrawal of Solicitations .....	11
<b>Section 6 – Information for Vendors .....</b>	<b>11</b>
6.1 Vendor Registration .....	11
6.2 Removal or Suspension.....	11
6.3 Vendor Setup.....	12
6.4 Vendor Complaint Procedures .....	12
<b>Section 7 - Prevailing Wage, Bond, &amp; Insurance Requirements .....</b>	<b>12</b>
7.1 Prevailing Wage Requirements.....	12

7.2	Bonding Requirements.....	12
7.3	Insurance Requirements.....	13
<b>Section 8 - Procurement Contracts.....</b>		<b>14</b>
8.1	Contract Development Procedures.....	14
8.2	Contract Amendments / Change Orders .....	14
8.3	Contracted Project Close-Out Sequence .....	14
8.4	Settlement of Claims / Disputes.....	15
<b>Section 9 – Responsibilities, Forms, References .....</b>		<b>15</b>
9.1	Responsibilities .....	15
9.2	Procurement Policy and Procedures Manual – Document History .....	17
<b>Section 10 – Addendums &amp; Exhibits .....</b>		<b>18</b>
Addendum 1 - Procurement Threshold Summary Table of Requirements.....		18
Addendum 2 - Pre-bid Meeting Procedures .....		19
Addendum 3 - Emmet County – Exceptions to Procurement Rules and Guidelines.....		20
Addendum 4 - Procurement Documentation Retention Schedules .....		21
Exhibit 1 - Emmet County Sole-source Justification Form .....		23
Exhibit 2 - Emmet County Credit Card Policy and Cardholder Agreement.....		24
Exhibit 3 - Emmet County Vendor Setup Request Form.....		26
Exhibit 4 - Employee Certificate of Understanding and Compliance Agreement.....		27

## **Section 1 – Purpose**

As a public entity, Emmet County (also referred to herein as “the County”) is obligated to provide for the fair and equitable treatment of all persons involved in the procurement process of Emmet County; to maximize the purchasing value of public funds; to define standard procedures that will ensure compliance with applicable laws and funding regulations; and to provide safeguards for maintaining a procurement system of quality, integrity, efficiency, and transparency. The Emmet County Procurement Policy & Procedures Manual (also referred to herein as “The Procurement Manual”) applies to all purchases and contracts for the procurement of goods and services. All policies and procedures herein apply to all Emmet County employees and representatives.

## **Section 2 – Procurement Policies & Procedures**

### **Petty Cash Purchases – Limited Use**

Purchases of \$100.00 or less may be made by authorized department personnel by use of the Petty Cash Fund. Authorized staff may be reimbursed by the County for items purchased for County use after presenting the appropriate documentation. Use of this fund is meant solely for incidentals and should not be misconstrued as a mechanism to circumvent normal purchasing procedures. Funds without activity over the course of one fiscal year are considered inactive and shall be terminated. Required petty cash procedures and forms are available on the County’s Intranet.

### **Purchases Less Than \$1,000.00**

For efficiency purposes, purchases less than \$1,000 may be made directly with a vendor by authorized department personnel without entering a purchase requisition. Preference should be given to vendors with the best price and those who will invoice the County. All invoices must be submitted promptly with the general ledger code to the accounts payable department ([apinvoices@emmetcounty.org](mailto:apinvoices@emmetcounty.org)) for processing. Use of credit cards should be the chosen method only if all other options are not available. For the credit card policy and cardholder agreement procedures, refer to [Exhibit 2 - Emmet County Credit Card Policy and Cardholder Agreement](#).

### **Purchases \$1,000.00 to \$2,999.99**

Procurements costing \$1,000.00 or greater will require purchase orders. The requesting department will initiate the purchase requisition through the County’s financial software and is responsible for the accuracy and adequacy of information supporting the request. All department heads should designate one or more employees to enter requisitions for their department. The requisition should include any applicable shipping or delivery charges.

The requesting department should submit purchase requisitions and await approval, via an issued purchase order, before placing an order or requesting service.

Purchase requests within this cost threshold not in accordance with the most current approved budget may also require review and approval by the finance director. If practical, though not required, the requesting department may attain multiple informal quotes. The requesting department should provide the purchase order number to the selected vendor and request the vendor includes this number on the invoice.

See the following for assistance with purchases costing \$1,000.00 or greater:

### **Purchases \$3,000.00 to \$24,999.99**

Competition is critical to public procurement and it is essential that requesting departments develop specifications for the goods or services needed to ensure that a sufficient number of quality competitive quotes will be received. The requesting department must obtain at least three (3) informal written quotes, or informal requests for quotation (RFQs). The use of a bid from a cooperative bidding site may fulfill the requirement of attaining three quotes.

Sole-source procurements are defined as those in which only one vendor meets the needs for the unique goods or services. The finance department makes sole-source form determinations. The requesting department may be required to provide documentation showing that a good faith review was conducted to otherwise exhaust the viability of other potentially available sources. Upon sole-source vendor approval, the requesting department will attach to the purchase requisition the completed and approved [Exhibit 1 - Emmet County](#) Sole-source Justification Form.

The requesting department should enter the requisition into the County's financial software and attach all relevant documentation including vendor responses within the "bid" section. Planned use of a vendor or contractor over the course of the fiscal year expected to cost \$3,000.00 to \$24,999.99 may require vendor selection based upon three informal quotes as well. Both the county administrator or designee and the finance department will review the purchase requisition, and, if approved, the finance department will subsequently issue a purchase order for the vendor to proceed. Requesting departments must send purchase order to the awarded vendor.

### **Purchases \$25,000.00 or More**

Unless the purchase qualifies as a used vehicle, an emergency\* or a legacy\*\* item, as deemed by the county administrator, procurement requires formal competitive vendor solicitations. This includes when the planned use of a vendor or contractor over the course of the fiscal year is expected to cost \$25,000 or more. The use of a bid from a cooperative bidding site may fulfill the requirement of attaining three quotes. Authorization to procure requires final approval by the county administrator after consultation with the Chair or Vice-Chair of the board of commissioners and the finance department. Requests for proposals (RFPs), requests for bids (RFBs), or invitations for bid (IFBs) are completed by the requesting departments in collaboration with the finance department. The County will post public notices of formal vendor solicitations designating the timing for the opening and closing of the acceptance of responses. Formal solicitations may require the opening of the responses to be public with at least one (1) other person as a witness.

\*examples: unforeseen development of dangerous conditions which may vitally affect the safety, health, property or welfare of the public; a breakdown of essential machinery or equipment requiring immediate maintenance, repair, or replacement

\*\*a specialized item, such as software or equipment, that is essential to the continuity of operations at Emmet County and is solely provided by one vendor

With the assistance of the finance department, the county administrator and/or the assistant county administrator, the department head requestor is responsible for the evaluation of vendor responses and for selecting the winning vendor. Requesting departments must send the purchase order to the vendor.

### **\$150,000.00 or More**

For purchase requests which cost \$150,000.00 or more, the same procedures of the previous cost threshold apply, with the added requirement for the requesting department, with assistance from the finance and accounting department, to obtain an independent cost estimate (ICE).

The County must use value engineering clauses in solicitations for construction projects \$150,000 or more. Value engineering clauses encourage the contractor to identify potential changes to the solicitation which may enhance its efficiency, reliability, serviceability or economy of operation, accelerate the construction schedule, reduce cost of construction, or otherwise enhance the system benefits to the County.

See also [Section 5 – Solicitation Details](#)

## **Section 3 – Purchase Orders**

Unless there is a special circumstance, a purchase order is required for all purchases of goods or services costing \$1,000 or more. Purchase orders may be legally binding committing the County to purchase the specified goods or services from the vendor. Purchase orders clarify purchase terms such as description, quantity and price. Purchase orders encumber expenses for the current fiscal year within the financial system to assist in managing budgets.

A purchase order will not be issued without an approved purchase requisition which includes all necessary supporting documentation. If needed, the procurement must have proper budget and/or board approval before sending the requisition to the finance and accounting department.

### **Blanket Purchase Orders**

Blanket purchase orders are useful where there is an agreement with a single vendor to process multiple purchases over a 1-year time period, where costs and details of the anticipated purchases are competitive, the vendor is reliable, and ideally where there is an accompanying signed procurement contract guaranteeing a governmental rate. Blanket purchase orders encumber, or set aside, budgeted dollars to help prevent overspending. The finance department, in consultation with the requesting department, will create a blanket purchase order in circumstances where doing so will result in procurement efficiencies and financial benefit for the County.

### **Special Approvals Required for Certain Commodities**

Certain commodities need special approval from other departmental staff prior to making the procurement of the product or service. Contracts to purchase such items may already be in place and this approval is to ensure that products or services are compatible or meet the Emmet County standard. The requesting department should receive approval from the Information Technology Director for purchases of computer or telecommunications software and/or equipment and approval from the Maintenance Director for furniture or building improvement items, such as carpeting. The requesting department should attach an email to the purchase requisition showing the approval from the other department.

### **Receiving / Inspection of Goods**

Receiving departments must assess the quantity and quality of the goods received. The receiving departments must compare order receipts, packing slips and invoices from the vendor to the purchase order. The receiving department must electronically document receipt of purchased items within the

financial system software, attaching packing slips or other vendor provided shipping documentation whenever possible. The receiving department will promptly forward any paper invoices with the delivery directly to the finance department for processing.

### **Purchase Order Corrections**

Purchase order corrections are allowable only under certain circumstances, such as when there is an error in a calculation, when there is an acceptable over shipment, or an acceptable increase in the pricing. Corrections are not necessary when the actual cost is lower than the amount of the purchase order. The finance and accounting department will eliminate residual amounts remaining on purchase orders as part of the purchase order liquidation process.

If the dollar amount of the procurement ultimately exceeds the limit stated on the approved purchase order, the requesting department must obtain an approved change order after first trying to rectify unauthorized procurement. If legal review was originally required for the procurement or contract, the requesting department should work with civil counsel on any necessary remediation in order to return to compliance. Purchase order corrections are not permissible to change the vendor name. To change the vendor name, the existing purchase order must be cancelled and a new purchase order issued.

## **Section 4 - General Guidelines**

### **4.1 Contracts Required to Procure Services (aka “Procurement Contracts”)**

Contracts are generally required to procure services, from janitorial services and hiring of temporary personnel to professional consulting services of doctors, lawyers, accountants, architects, engineers and the rental of equipment such as copiers, vehicles and heavy equipment.

[Section 8 - Procurement Contracts](#)

### **4.2 Budget Adjustments**

If the balance in an identified budget account number or budget category is insufficient to accommodate a purchase, the department requesting the purchase may be required to submit a budget adjustment form to the finance department. Operating budget adjustments may require the signature of the county administrator. Capital asset adjustments over \$25,000 and any new personnel expense budget adjustments require signature by the county administrator after consulting with the board of commissioners.

### **4.3 Exceptions to General Rules and Guidelines**

Exceptions to the general rules and guidelines apply for certain types of purchases. [Addendum 3 – Emmet County – Exceptions to Procurement Rules and Guidelines](#) provides the list of known exceptions. Exceptions such as employee expense reimbursements, conference costs, travel, and mileage reimbursement have procedural rules apart from this manual. Circumstances may merit exceptions not specifically identified on the list. Exceptions not specifically named require the approval of the department head or delegated authority, the finance director or designee and the county administrator.

### **4.4 Conflict of Interest**

All purchases must be secured through the open market. No employee, officer, agent, elected official or board member shall participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, board member, or any member of their immediate family, or organization which employs or is about to employ any of the parties indicated herein, has a tangible personal benefit associated with a vendor considered for contract.

### **4.5 Gifts and Gratuities**

No employee, officer, agent, elected official or board member may solicit or accept, directly or indirectly,

any gift, gratuity, favor, entertainment, food, lodging, loan or other thing of value if:

- It tends to influence the employee/elected official in the discharge of employee's official duties, or
- The employee/elected official recently has been, is now, or in the near future may be involved in any official act or action directly affecting the donor or lender, or
- In the employee's/elected official's capacity and/or area of responsibility, the employee has, or appears to have, influence over actions of Emmet County affecting the donor or lender.

Notwithstanding the above, this section shall not be applicable to:

- Acceptance of an occasional non-monetary gift of insignificant value such as accepting food or refreshment of nominal value on infrequent occasions in the ordinary course of luncheon or dinner business or other meetings, or
- Acceptance of unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, or other business items of nominal intrinsic value.

#### **4.6 Food and Beverage Purchases**

The purchase of food and beverages must be for a public, not a private individual or group purpose. These expenditures are allowable for use at a regular or special meeting where the public is present; for volunteer or full-time employees when working an extended period of time; or at public dedications. Food and beverage purchases for employees during normal working hours is otherwise considered for a personal, not a public purpose. Questions about such purchases should be directed to civil counsel before purchase.

#### **4.7 Capital Asset Procurements**

The capital asset manager assigns a permanent, pre-numbered Emmet County asset tag to each capital asset. At least quarterly, he or she will then schedule with the department head a time to physically tag the asset. Purchases of capital assets that are expected to exceed the capital budget must be pre-approved by the board of commissioners.

Generally, any tangible item with a purchase price of \$5,000.00 or greater is a capital asset as defined by the Emmet County Finance Department. The cost of a capital asset is expensed (that is, depreciated) equally over multiple years according to the following schedule of estimated useful lives:

Equipment	5 to 15 years
Vehicles	5 years
Buildings and Improvements	15 to 50 years
Land Improvements	15 to 50 years
Airport Infrastructure	5 to 50 years

#### **4.8 Environmental Procurement**

In line with the [Federal Water Pollution Control Act \(33 USC 1251-1387\)](#); [Clean Air Act \(42 USC 7401-7671\)](#); the [Energy Policy and Conservation Act \(42 USC 6201\)](#); and the laws upheld by the [Michigan Department of Environment, Great Lakes, and Energy](#), Emmet County promotes products and practices, which reduce our impact on the environment. The County's environmental policy is as follows:

- Minimize the environmental impact on water, air and energy use due to manufacturing, utilizing, or disposing of products procured by the County or its contractors
- Encourage private sector development of more environmentally benign products and services by increasing demand for these products and services
- Encourage standards and promote energy efficiency in purchasing decisions

#### **4.9 OMB Uniform Administrative Requirements for Federal Awards**

In procuring goods and services funded by federal awards or pass-through sub-awards, county



departments must adhere to [Federal OMB Uniform Administrative Requirements for Federal Awards Sections 200.318 through 200.326](#), including general procurement standards, standards for full and open competition, methods of procurement, contracting with small and minority business, women's business enterprises and labor surplus area firms, bonding requirements, and required contract provisions for non-Federal Entity Contracts Under Federal Awards. The specifications in this manual are within the requirements of OMB Uniform Guidance herein referenced.

#### **4.10 Cooperative Purchasing and MI State Contracted Vendors**

Whenever available and economical, Emmet County encourages staff to take advantage of cooperative agreement pricing, such as through [GSA Advantage](#) or the State of Michigan Extended Purchasing Program called [MiDEAL](#).

#### **4.11 Exemption from Local and State Sales Tax**

The County is exempt from local and Michigan State sales tax. Vendors may require proof of a signed tax exemption certificate. A copy of Emmet County's [Michigan Sales and Use Tax Certificate of Exemption](#) is available on the County's Intranet.

#### **4.12 File Retention Schedule for Procurement Documentation**

Retention of all procurement records shall be the responsibility of the finance and accounting department in accordance with the [Addendum 4 – Procurement Documentation Retention Schedules](#).

#### **4.13 Non-Compliance/Unauthorized Procurement**

Any procurement made by an Emmet County employee that is not done in accordance with the terms of this [Procurement Manual](#) may be considered invalid and non-binding. Depending upon the circumstances, any employee making unauthorized, improperly procured purchases may be held personally liable for the cost of such purchases. County employees must not manipulate transactions to override the provisions of this policy. For instance, requesting departments cannot split individual transactions to fall under lower cost thresholds in an effort to circumvent vendor solicitation requirements.

Non-compliance with this [Procurement Manual](#) may be grounds for disciplinary action up to and including termination, and may include civil/criminal prosecution consistent with applicable laws. All employees authorized to participate in procurement actions are required to read this manual in its entirety and sign a [Certificate of Understanding and Compliance Agreement](#).

#### **4.14 Procurement Related to Grants**

Staff must adhere to the terms and conditions of each particular grant in addition to the policies and procedures described herein. Emmet County department staff must first present its intent to apply for a grant to the finance director and county administrator. Once approved, the department staff may apply for the grant. If grant funds are awarded, the county administrator will request the board's approval of the grant.

## **Section 5 – Solicitation Details**

### **5.1 Independent Cost Estimate (Pre-Solicitation Price Reasonableness Analysis)**

Emmet County requires an independent cost estimate (ICE) for procurements \$150,000 and over. The requesting department should work with the finance and accounting department to develop the ICE prior to the solicitation of the bids and proposals. All ICEs must be in writing and must be signed and dated.

The ICE will establish a written record of the anticipated vendor price responses and will be used as one baseline for determining the reasonableness of vendor responses.

Price analysis methods - After ICE responses are received, at various points throughout the vendor solicitation and contracting processes, the requesting department, with assistance from the finance department, will conduct a price analysis. A price analysis will be used as the basis for determination of whether a proposed price is fair and reasonable. The method and degree of analysis will be dependent on the facts surrounding the particular procurement. Contracts may require a documented price analysis or re-evaluation as follows:

- **Cost-Reimbursement Contracts** - Cost-reimbursement contracts are contracts where a contractor is paid for all of their allowed expenses to a set limit, and may include additional payment(s) to allow for a profit. Prices for these contracts must be analyzed and found fair and reasonable prior to execution of the contract.
- **Contract Modifications** - Modifications (including change orders) to a contract that change the scope of work previously authorized require a price analysis to determine reasonableness. An exception can be made if modification pricing terms were already established in the original document.
- **Contract Terminations / Settlements** - Terminating a contract, or unilaterally ending it before its stated end requires a price analysis to verify whether the termination settlement is fair and reasonable, regardless of the reason for the early termination of a contract.

During the vendor solicitation process, if the low bidder's price variance is greater than 15% of the ICE, up or down, the requesting department or evaluation team, with the assistance of the finance department, will analyze the variance to determine whether the proposed price can be considered fair and reasonable. Any final acceptance of the submitted price must be documented in writing and retained in the contract file.

## **5.2 Drafting Specifications in Formal Solicitations**

In drafting specifications for formal vendor solicitations, requesting departments must clearly identify all fulfillment requirements, including but not limited to technical specifications, plans and drawings, as well as all other factors to conduct thorough evaluations. Specifications should identify a set of minimum requirements, and should promote equitable competitive bidding.

The requesting department and the finance and accounting department should avoid solicitation language that may negatively impact the goodwill between the County and its suppliers.

In writing specifications requesting departments should **avoid the following**:

- Placing unreasonable requirements on firms
- Specifying only a "brand name" instead of allowing "an equal" product to be offered and describing the prominent features, the performance or other relevant requirements

## **5.3 Pre-Bid Meetings with Interested Vendors**

Pre-bid meetings increase the possibility that the finance department and potential vendors will have a common understanding. The intent of the pre-bid meeting is to inform potential suppliers of the requirements of the formal solicitation package and to answer questions related to the solicitation. All bidders are formally notified of any changes to the solicitation by an addendum. Depending on the size and complexity of the bid/proposal package, soliciting vendor attendance at a pre-bid meeting may be mandatory. Notice of the meeting is included in the solicitation at the time of issuance.

see also: [Addendum 2 – Pre-bid Meeting Procedures](#)

#### **5.4 Tied Solicitations**

In the case of a tie, with all other factors including price considered equal, the selection method will be determined by the county administrator.

#### **5.5 Late Solicitations**

All formal solicitations sent out by the County have wording in the conditions to responders that late bids/proposals will not be accepted.

#### **5.6 Modification or Withdrawal of Solicitations**

- **Modification or Withdrawal of Solicitations Prior to Opening**

It is common for a bidder's material mistake to require a modification to or a withdrawal of his/her bid. Such modification or withdrawal is easily handled if the bidder discovers his/her mistake prior to the scheduled time and date of opening. When such a mistake is discovered, the bidder will be permitted to withdraw his/her bid or to correct the error, without revealing the amount of the bid. The bidder is permitted to submit a corrected sealed bid or a notice of withdrawal before bid opening time.

- **Modification or Withdrawal of Solicitations Subsequent to Opening**

If a mistake or error is discovered by the bidder or by the finance and accounting department after the bid opening, the resolution is somewhat more complex. If the mistake is an obvious one, the finance and accounting department has the obligation to call it to the attention of the bidder and to request a verification of his/her bid. If the bidder acknowledges the mistake and requests relief, the finance and accounting department then should proceed in the following manner:

- **Modification Due to Clerical Mistakes** - Any mistake which is obviously a clerical one, such as an error in price extension, in placement of decimal points, reversal of prices, FOB destination, FOB point of origin, etc., may be corrected by the finance and accounting department after verification is made by the bidder. For mistakes other than clerical errors, corrections are not permitted. When there is no clear and convincing evidence of a mistake, the bidder will not be permitted to withdraw without prejudice or to correct his/her error. If he/she fails to enter into a contract, his/her bond or bid deposit should be forfeited.
- **Withdrawal** - Permission to allow a bidder to withdraw his/her bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is significant and obvious disparity between the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred. This proof may be in the form of original work papers, computations, etc. It is neither reasonable nor fair to enforce a bid which is so low that the bidder will incur severe losses if awarded the contract.

## **Section 6 – Information for Vendors**

#### **6.1 Vendor Registration**

Emmet County does not maintain an independent Vendor Database. Vendors interested in conducting business with County of Emmet are encouraged to register with [Bidnet](#), the County's authorized third party online formal solicitation provider.

#### **6.2 Removal or Suspension**

If a department has an issue or concern about a vendor, the department should notify the finance department in writing. The finance department will review the complaint and determine the course of action. If removal or suspension is determined necessary, the finance department will send formal notice of removal or suspension. The finance department will maintain a note in the County's financial software for any vendor suspended or removed from the bidding processes.

The vendor may submit in writing an explanation of the circumstances which caused the removal or suspension or may show that such circumstances have been corrected. If the vendor can satisfactorily demonstrate that the reason(s) they were removed will not recur, then the finance and accounting department may modify or rescind the removal or suspension.

### **6.3 Vendor Setup**

- For either a new vendor or a change to an existing vendor, the requesting department works with the vendor to obtain a completed Vendor Setup Request Form. For vendors providing a service, either a W-9 form or a W-8BEN form is also required.
- The vendor returns the forms, by email to [apinvoices@emmetcounty.org](mailto:apinvoices@emmetcounty.org) or by fax to (231) 348-0633.

### **6.4 Vendor Complaint Procedures**

1. The vendor must contact the finance department within seven (7) days of the incident about which he or she has a complaint. The finance department may ask the vendor to present the complaint in writing. The finance department will investigate the complaint and review all findings with the county administrator. The finance department will reply verbally or in writing within seven (7) days to the vendor after discussion with the county administrator.
2. If the vendor is dissatisfied with the response from the finance department, the vendor must appeal in writing within seven (7) days to the county administrator. The county administrator will consult with the Board of County Commissioners and direct the follow-up with the vendor in accordance with the resulting directive given by the commissioners.

## **Section 7 - Prevailing Wage, Bond, & Insurance Requirements**

### **7.1 Prevailing Wage Requirements**

When appropriate, any construction, remodeling or repair contract \$100,000 or more (or \$2,000 if Federal funds are used) requires the contractor to pay their employees prevailing wages as set forth in the [Davis Bacon Act \(40 USC 3141-348\)](#) and/or the [Contract Work Hours and Safety Standards Act](#). Formal Solicitations must comply with the prevailing wage rates; a wage determination table will be included in the formal bid solicitation.

The successful bidder will be required to submit certified weekly payrolls to the construction manager for all laborers working on the project signifying compliance with prevailing wage guidelines. Failure to comply can result in delayed payment.

For additional information on the Davis Bacon and Related Acts, please refer to the [United States Department of Labor Wage and Hour Division](#).

### **7.2 Bonding Requirements**

County construction projects and some highly technical projects over certain amounts may be subject to contractor bonding requirements as established in [Michigan Act 213 of 1963](#) and the [Federal OMB Uniform Administrative Requirements for Federal Awards, Section 200.325](#). The finance department and the finance director will work together to identify all construction project bonding requirements and review all bonds submitted by prospective contractors as part of the formal bidding process.

- [Michigan Act 213 of 1963](#) covers contracts \$50,000 or more for the construction, alteration, or repair of any public building, or public work or improvement for the County, whereby the proposed contractor must at their own cost provide to the County a performance bond and a payment bond.

A performance bond secures the faithful and complete performance on the part of the contractor for 100% of the contract price. A performance bond secures fulfillment of all of the contractor's obligations under a contract.

A payment bond (or labor bond) insures payment of all persons supplying labor and material in the execution of the work provided for in the contract and as required by law. For Emmet County for purposes of compliance with this Act, the Emmet County Finance Director will identify the required payment bond amount.

- [Federal OMB Uniform Administrative Requirements for Federal Awards, Section 200.325](#) covers construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, originally set at \$150,000, whereby the Federal awarding agency or pass-through entity determines whether the agency's interest is adequately protected and if not, requires minimum bonding as follows:
  - A bid guarantee from each bidder equivalent to 5% of the bid price with a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
  - A performance bond on the part of the contractor for 100% of the contract price to secure fulfillment of all the contractor's obligations under such contract.
  - A payment bond on the part of the contractor for 100% of the contract price to assure payment of all persons supplying labor and material in the execution of the work provided for in the contract and as required by law.

A material bond is another type of construction contract bond intended to ensure that property/equipment used in the contract.

Emmet County bidding vendors must submit any required bonds, with the exception of bid guaranties, with their formal bid solicitation, and submission must occur at least ten (10) days prior to the commencement of work under the contract.

Because guaranties have a financial impact on proposers as long as they are in effect, unused bid guaranties should be returned to proposers as soon as it is determined that they have no reasonable chance of winning the contract. The finance department will return any unnecessary bid guaranties to proposers.

Bond requirements will be reviewed by county administration. All formal solicitations will be forwarded to county administration before posting for review of the bonding requirements. All bonding documents from the bidders and awarded vendors must be submitted to county administration for inspection and approval before a project can start.

### **7.3 Insurance Requirements**

Insurance requirements and Hold Harmless Agreements are intended to ensure that the financial responsibility of vendors and contractors to protect the public from injuries or damages arising out of the

negligence of vendors and contractors, and protect the assets of the County, and the interest of its employees, resulting from such negligence of vendors and contractors.

Insurance requirements will be written and reviewed by county administration. All formal solicitations will be forwarded to county administration before posting for review of writing of the insurance requirements. All insurance documents from the awarded vendor must be submitted to the county administration for inspection and approval before a project can start.

## **Section 8 - Procurement Contracts**

### **8.1 Contract Development Procedures**

- The *requesting department* will send a draft of the procurement contract, including the pricing page, terms & conditions and signature page to the county administrator.
- The *county administrator* will work with *civil counsel*, the *requesting department*, and the *vendor* to finalize the terms of the procurement contract.
- The *county administrator* will present the final contract to the board of commissioners for approval.
- If approved, the *county administrator* will sign the contract and the *requesting department* will forward the contract to the vendor to sign.
- The *requesting department* will enter a purchase requisition in the county financial system and attach the dually-signed contract and any vendor service agreements.
- The *requesting department* will deliver the original signed contract to the county clerk and a copy to the office of civil counsel.
- The office of *civil counsel* or the *county clerk* will enter the contract information and include any attachments (signed contract, any change orders/amendments, related board motions, PO#, RFP document, decision matrix, copy of solicitation advertisement, close-out documents) into ContractWorks.
- The *finance department* will assist the *requesting department* with any settlement of claims, controversies and disputes that may arise.
- The *finance department* will process associated invoice payments and contracted retainage, deposits and returns.
- The *requesting department* will direct contract close-outs (discussed later).

[\(See Procurement Policies & Procedures\)](#)

[\(See Addendum 4 – Procurement Documentation Retention Schedules\)](#)

### **8.2 Contract Amendments / Change Orders**

The Emmet County Finance Director or designee has a right to order changes (including deletions) to existing contracts, to revise contract terms, including but not limited to details impacting price, specifications, or completion dates, provided that those changes are within the general scope of the original contract. Changes that are not within the general scope of the original contract do not meet the standard of free and open competition and must be processed separately as sole-source procurements or solicited as competitive procurements.

### **8.3 Contracted Project Close-Out Sequence**

At least 60 days prior to the contracted completion date, the department head shall contact the project



manager to confirm that no further contractor effort will be required after the specified contract completion date and that the contract may be closed out. This is to allow for sufficient lead time for any follow-up effort or to negotiate and extend the period of performance if necessary. If the contract is to be completed on schedule, the department head shall proceed with the contract closure; otherwise, appropriate action shall be taken to extend the contract.

In some cases, contract close-out will not occur immediately after the completion date of the contract, but over a period of time. Some close-out activities, such as final audits, may occur after the contract completion date. The project's department head is responsible for ensuring that their contracts are closed in a timely manner and that all close-out actions are sufficiently documented.

**Upon completion of the work under the contract**, the department head or project manager shall send a close-out letter to the contractor. A close-out letter contains the necessary forms for requesting assignment of rebates and credits, release of liability and contractor's closing statement.

**Upon receipt of the contractor's closing documentation**, the department head or project manager shall review the documents for completeness and, if acceptable, take appropriate action to complete the project close-out. The department head or project manager will ensure that retainage withheld pursuant to the contract provisions is returned to the contractor upon completion of all of the following:

- Department head or project manager review and approval of all contractor closing documentation
- Final disposition of county property
- Final agreement with the County regarding the amount of final payment due

**Upon completion of the contract close-out process**, the department head or the project manager will forward the project close-out files to the finance and accounting department for central record keeping. The finance and accounting department will review the procurement contract file for completeness and organization.

#### **8.4 Settlement of Claims / Disputes**

Disputes over interpretation, misunderstandings and performance of a contract/purchase order which cannot be resolved by mutual agreement between the department and the vendor shall be referred to the finance department. The complaint filing procedure as established in [Section 6 – Information for Vendors](#) ([See Section 5.4](#)) shall be followed.

## **Section 9 – Responsibilities, Forms, References**

### **9.1 Responsibilities**

#### **County Board of Commissioners (BOC)**

- Discretionary authority to accept or reject any and all bids, proposals, or quotes
- Discretionary authority override provisions within the Procurement Manual as may be deemed necessary in the best interest of the County
- Approve contracts and authorize the county administrator to sign them
- Approve purchases priced at \$25,000.00 or greater
- Review and approve new or revised Procurement Manual rulings
- Maintain documentation of procurement related discussion in meeting minutes

#### **Civil Counsel**

- Review and approve formal bid awards to vendors

- Assist the requesting department with drafting and finalizing procurement contracts
- Review and approve vendor procurement contracts and contract modifications
- Obtain board approval of procurement contracts and gather necessary signatures
- Assist county staff as necessary with contract compliance
- Review and approve new or revised Procurement Manual rulings
- Review MBE, WBE, DBE (minority, women, disadvantaged businesses) certifications

### **County Administrator**

- Oversee all County departments procurement activities
- Approve exceptions to the general procurement rules and guidelines
- Waive rules for vendor solicitation in the event of an emergency
- Work with departments to obtain board approval to initiate formal vendor solicitations for projects anticipated to cost \$25,000.00 or greater
- Assist in evaluating formal solicitation responses and sign contracts once authorized by the board
- Assist in the mediation of vendor complaints
- Authorize purchases in excess of budget as necessary

### **Finance Department Staff (Accounts Payable)**

- Process invoices and contracted retainages and returns
- Maintain vendor records in the county financial system
- Reconcile vendor statements to county financial records
- Maintain financial and cost accounting record retention

### **Finance Director**

- Oversee finance department procurement related activities
- Approve exceptions to the general procurement rules and guidelines
- Approve new petty cash funds, custodians and transaction approvers
- Review and approve formal solicitation documents
- Work with the finance department to identify all construction project bonding requirements

### **Finance and accounting department Staff**

- Work with the requesting department to complete formal competitive vendor solicitation documents including RFPs, RFBs, RFQs and IFBs
- Open formal vendor solicitations
- Assist the requesting department with navigating the creation of purchase requisitions and purchase orders within the county financial system
- Organize, review and maintain the procurement contract files
- Lead the County in the management and facilitation of all Emmet County procurement practices in accordance with this manual
- Review and approve all purchase requisitions
- Assist the requesting department with pre-bid meeting agendas
- Assist the requesting department with the settlement of contracts claims, controversies and disputes

### **Requesting Department Head**

- Oversee all of respective department's procurement activities
- Ensure staff have department head approval or the approval of delegated authority to purchase
- Delegate internal departmental procurement authority
- Authorize the initiation of informal vendor solicitations for procurements expected to cost from



\$3,000.00 to \$24,999.99

- Work with the county administrator in taking to the board of commissioners, requests for approval to conduct formal vendor solicitations for individual procurements priced at \$25,000.00 or greater
- Review and approve and purchase requisitions
- Review and approve purchases invoiced or paid by credit card
- Authorize petty cash expenditures

#### **Requesting Department Staff or Project Manager**

- Initiate purchase requisitions
- Facilitate vendor solicitations
- Draft specifications for vendor solicitations and procurement contracts
- Draft pre-bid meeting agendas
- Organize and lead pre-bid meetings and gather attendee signatures
- Facilitate vendor completion of the “Vendor Setup Request Form” and W9 or W-8BEN
- Attach signed contracts and vendor service agreements to purchase requisitions
- Forward approved purchase orders to vendors (required for orders \$3,000 or greater)
- Document in the financial system software, receipt of items and services purchased as listed in purchase orders
- Work with the finance and accounting department to close-out purchase orders after purchased goods and services are fully received
- Inspect and test products received
- Assuring compliance with bond and insurance requirements
- Negotiate of changes and modifications to purchase orders and procurement contracts
- Administer procurement contract close-outs, terminations, or cancellations and forward all project close-out files to the finance and accounting department for central record-keeping
- Ensure that vendor invoices are being sent promptly and directly to the accounts payable department for processing

#### **Vendors**

- When providing goods and services on credit, verify the identity of the Emmet County employee requesting the purchase, and sell only to authorized employees
- Submit promptly all invoices payable by the County directly to the Emmet County Accounts Payable Department for processing
- Work with the Emmet County Finance department to resolve vendor complaints
- Comply with applicable vendor response procedures when submitting formal bids

## **9.2 Procurement Policy and Procedures Manual – Document History**

Revised, October, 2021

Revised, January, 2019

Revised, December, 2017

Revised, 2013

First Approved, 2008

## Addendum 1 - Procurement Threshold Summary Table of Requirements

### Emmet County Procurement Threshold Requirements

Dollar Cost per Purchase to Procure **	Initial Authorization to Purchase	Vendor Bid or Proposal Selection Process	Purchase Requisition Required?	Final Authorization to Purchase
Petty Cash (\$100 and less)	Department Head or Delegated Departmental Authority	N/A	No	Department Head or Delegated Departmental Authority
\$999.99 and less	Department Head or Delegated Departmental Authority	N/A - Unless Required by Grantor	No	Department Head or Delegated Departmental Authority
\$1,000-\$2,999.99	Department Head or Delegated Departmental Authority	Informal Bids or Quotes Preferred	Yes	Finance and Accounting Department
\$3,000-\$24,999.99	Department Head or Delegated Departmental Authority	Informal Quotes or Sole-source Justification Required	Yes	County Administrator or Delegate, and Finance department
\$25,000 and more ***	County Administrator	Formal Solicitations or Sole-source Justification Required	Yes	County Administrator or Delegate, and Finance Department, and Board of Commissioners (unless an emergency procurement)

\* Any purchases not in accordance with the most current approved budget may require review and preapproval by the county administrator or authorized designee. Depending upon the circumstances, any employee making unauthorized, improperly procured purchases on behalf of or using Emmet County funds may be held personally liable for the cost of such purchases.

\*\* Planned combined dollar cost of purchases for one vendor or contractor over the course of the fiscal year fall within the \$3,000 - \$24,999.99, may require informal quotes; or that exceed \$24,999.99, may require formal solicitations.

\*\*\* An ICE (Independent cost estimate) is required at \$150,000 or more cost. ([See Section 5 – Solicitation Details](#))

**Emmet County**  
**Pre-Bid Meeting Procedures**

Prior to the Pre-Bid Meeting:

1. The department head will make themselves knowledgeable of the project, market conditions, product lead times, and product availability.
2. The requesting department, with the assistance of the finance department, will draft a pre-bid meeting agenda.
3. The requesting department will secure the meeting time and location, and send invitations to the soliciting vendors.

During the Pre-Bid Meeting:

1. The requesting department staff will document meeting minutes and gather attendee signatures.
2. The requesting department will conduct a project walk-through including a review of the project specifications and confirmation of solicitation dates and times.
3. Vendors will be given the opportunity to ask questions and express concerns.

After the Pre-Bid Meeting:

1. The requesting department will complete the pre-bid meeting minutes. The finance and accounting department will include the meeting minutes and the meeting attendance sheet as an addendum to the formal solicitation made available to the public on the County website.
2. The requesting department will answer contractor questions and document questions and answers as an addendum to the formal solicitation made available to the public on the County website.
3. Given vendor input and questions during and after the pre-bid meeting, the requesting department, with the assistance of the finance department, will re-examine the draft of the formal solicitation to consider whether any modifications or adjustments may be necessary.
4. If the pre-bid meeting is mandatory, finance and accounting department staff will subsequently verify at the bid opening that each of the bidding vendors were in attendance.

### **Emmet County** **Exceptions to Procurement Rules and Guidelines**

Exceptions to the rules and guidelines as stated in the Procurement Manual apply for certain types of purchases. Circumstances may merit exceptions to the rules for types of purchases that are not specifically identified on the following list. Exceptions for types of purchases not specifically named here require the written approval of the department head or delegated authority and the finance department for per item or service purchase amounts costing less than \$3,000.00. Exceptions for items or services costing \$3,000.00 or greater require additional written approval by the county administrator or designee. Exceptions for items or services costing \$25,000.00 or greater require additional written approval by the county administrator and the board of commissioners, and may require formal solicitation procedures.

**The following types of purchases require neither purchase requisitions nor purchase orders; nor do the following require vendor solicitations nor sole source justifications:**

- Court ordered or related costs (e.g. attorney requested transcripts, clinical evaluations, MDOC)
- Employee expense reimbursements – conference costs, travel costs, mileage
- Fleet Fuel
- Foster care/ care-giver / child-liaison costs
- Intergovernmental transactions – health department and other
- Jury expenses – supplies, meals
- Laboratory services for agency clients
- Law Book Subscriptions
- Membership fees/dues
- Postage/Shipping – USPS, DHL, Fed Ex, UPS
- Professional services – dental, medical, psychological evaluations, pharmacy, autopsy, or legal services, BOC or court ordered services, visiting judge expenses, etc.
- Public Notices/Advertisements
- Real estate purchase/sales costs
- Recycling Services
- Repair and Maintenance on Vehicles & Heavy Equipment
- Residential center and detention center costs
- Subscriptions
- Temporary employment services
- Transporter services
- Trust in agency/pass-through costs (consult with the finance director for additional guidance)
- Utilities/Telephone/Internet
- Witness expenses

**Note: Terms and conditions of any grant, gift or bequest that are otherwise legally binding also may preclude rules and guidelines within this manual.**

## Addendum 4 – Procurement Documentation Retention Schedules

### Emmet County Procurement Documentation Retention Schedules

Procurement related files maintained within the finance and accounting department and associated retention schedules are as follows:

<u>Type of Document</u>	<u>Length of Retention</u>
<b>Purchasing Records - Acquisition, Supply, and Contract Related Records</b>	
Purchase Requisitions and Purchase Orders:  These documents may include but are not limited to price quotes, sole-source forms, approvals, procurement logs, and receiving documents.	6 years after cancellation or completion of the contract
Procurement Contracts and Related Records or Documents:  These records document procurement agreements between the County and other agencies, municipalities, private or other public entities or individuals. Types of agreements covered include contracts, purchase orders, leases, memoranda of agreement/understanding, service level agreements, etc. These files include, but may not be limited to: the supporting documentation (e.g. work statement), etc. Expiration is equal to the date the agreement expires and the final payment is made.	6 years after cancellation or completion of the contract
Contractor Payrolls under Construction Contracts:  These documents may include contractor or subcontractor payroll or timesheets submitted to the EEO Officer for prevailing wage compliance and any auditing documents for verification related thereto.	6 years after cancellation or completion of the contract
Vendor Solicitations Files:  These documents may include but are not limited to documents related to the writing, issuing, responses, summaries, final award and contract.	Awarded- 6 years after cancellation or completion of contract  Not awarded- 2 years after bid is awarded

## Addendum 4 – Procurement Documentation Retention Schedules (Continued)

Procurement related files maintained within the Finance Department and associated retention schedules are as follows:

<u>Type of Document</u>	<u>Length of Retention</u>
<b>Financial and Cost Accounting Records</b>	
Invoices and Related Documents:  These documents may include but are not limited to invoices, vendor statements, packing slips, notices of receipt of goods or services, payment authorizations, procurement logs, petty cash records, reconciliations, employee travel expense reimbursement requests, inter agency billings, and vendor standardized contracts.	7 years from end of current fiscal year
Procurement Card and Fuel Card Program Records:  These records may include but are not limited to support authorizing county employees to use a county owned procurement card and/or fuel card, cardholder applications, cardholder agreements, and cardholder acknowledgements.  Records such as county-wide summary and individual cardholder statements from the procurement or fuel card bank servicer, receipts for individual card purchases attached to individual cardholder statements.	5 years from end of cardholder active date  7 years from end of current fiscal year
Warrants Paid, Cancelled, and Voided (other than Warrants for Salaries and Wages):  These records may include but are not limited to warrants written, cleared, cancelled or stopped, undeliverable, and reissued. Files may contain signed affidavits and other supporting documentation as deemed necessary by the County.	7 years from end of current fiscal year
Year-End Closing Records:  These records may include but are not limited to documents and records related to the year-end financial account closing process such as, the general ledger, trial balance reports, individual account reconciliations, accounts payable and encumbrance records, documentation describing closeout problems and resolution, and all other related correspondence.	7 years from end of current fiscal year

## Exhibit 1 - Emmet County Sole-source Justification Form

### Emmet County - Sole-Source Non-Compete Justification Form

**\*MUST BE COMPLETED ONCE ANNUALLY PER VENDOR\***

Explain why the recommended vendor is the only vendor that can meet the required needs. It is important to sufficiently justify awarding an order without soliciting competitive bids/quotes. The justification must be specific, clear, supported and convincing.

Item or Service Requested \_\_\_\_\_

Vendor Name: \_\_\_\_\_ Requisition #: \_\_\_\_\_

Complete the Following Checklist – Check all that apply for why a specific vendor is the only source for the item or service	
<input type="checkbox"/>	The item or service is only available from a single source and there is no equivalent or comparable product or service provider available to meet the overall need of the requesting department.
<input type="checkbox"/>	Within the local area where the need is to be met, the vendor is the only source capable of supplying the item. Using a provider outside of the local area will substantially increase the cost or not meet the need of the services requested
<input type="checkbox"/>	The required item or service is proprietary, branded, patented, trademarked, copyrighted or has other proprietary information or trade secrets retained by the owner.
<input type="checkbox"/>	The required item is under warranty to the contractor and all service agreements and/or maintenance agreements are exclusive to the contractor.
<input type="checkbox"/>	The item or service is an associated maintenance item or replacement item requiring compatibility to an existing county owned hardware or system, whereby the original manufacturer or supplier is the only available source for such an item. Only compatible items can be used for spares, replacements, or modifications to the current system.
<input type="checkbox"/>	There is a substantial technical risk in contracting with any other vendor, (e.g. only the selected vendor has been successful to date in implementing / completing this process / project).
<input type="checkbox"/>	The service provider selected is predetermined by an outside source such as a Medical Provider, the Courts, or another designated, preapproved source.
<input type="checkbox"/>	There is a compelling urgency due to an emergency involving the unforeseen development of dangerous conditions which may vitally affect the safety, health, property or welfare of the public; or involving a breakdown of essential machinery or equipment requiring immediate maintenance, repair, or replacement such that the timely provision of essential county services is otherwise threatened. Requires county administrator signature below.

Attach all relevant supporting documentation such as a clearly written explanation for the justification(s) selected above; documentation showing that in good faith a market research or a thorough review was conducted to otherwise exhaust the viability of any other sources; reference checks on vendors considered; any other written information gathered in making this determination.

Comments: \_\_\_\_\_

Signature of Requesting Department Head \_\_\_\_\_ Date \_\_\_\_\_

Signature of Accounting Processes Manager \_\_\_\_\_ Date \_\_\_\_\_

#### County Administrator Signature Required In the Event of an Emergency:

County Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_



**Emmet County Credit Card Policy**

- A. The county administrator, or designee, and the finance director are responsible for Emmet County's credit card issuance, accounting, monitoring, retrieval and generally oversight and ensuring compliance with this credit card policy. Elected officials and department heads shall approve issuing of a credit card to their employees.
- B. An authorized Emmet County officer or employee may use a credit card only to purchase goods and/or services for official Emmet County business. Credit card purchases are limited to business transactions in the performance of county business. Credit cards shall not be used for cash advances, merchant category exclusions (e.g., liquor, tobacco products) or for personal use.
- C. The officer or employee using a credit card must notify the vendor or merchant that the transaction is tax exempt for goods or services either purchased in, or purchased and shipped from out of state, and received within the State of Michigan. If the vendor requests documentation for tax and audit purposes, provide an approved letter from Emmet County.
- D. An officer or employee issued a credit card shall submit to the finance director, or designee, documentation detailing the goods and/or services purchased the cost of the goods and/or services, the date of the purchase, and the official business for which the goods and/or services were purchased. When the card is used for travel and/or meals for county business, the employee must fill out a business expense report showing the purpose of the travel or out of county meal(s) along with corresponding original itemized receipts.
- E. An officer or employee issued a credit card is responsible for its protection and custody and shall immediately notify the finance director, or designee, if the card is lost or stolen.
- F. An officer or employee issued a credit card shall immediately return the credit card to the finance director or designee upon the termination of his/her employment.
- G. A system of internal controls will monitor the use of credit cards issued by Emmet County.
- H. All credit card purchases must be approved by department heads. All monthly credit card statements, must have all receipts attached and must be approved by the finance director or designee.
- I. The balance including interest due on an extension of credit under the credit card arrangement shall be paid for within not more than 60 days of the initial statement date.
- J. An employee issued a county credit card shall be required to sign a cardholder's agreement. Any inappropriate use of credit cards issued by Emmet County will be subject to disciplinary action, loss of credit card use, termination and/or penalties as authorized by law.
- K. Credit card purchases shall be made in accordance with the Emmet County Procurement Policy and Procedures Manual.
- L. The county administrator is empowered to adopt and amend, as necessary, any credit card procedures appropriate to carry out this policy.
- M. A copy of the credit card policy, procedures and any subsequent amendments shall be made available to the public.



## Exhibit 2 - Emmet County Credit Card Policy and Cardholder Agreement – (Continued)

### Emmet County



### Credit Cardholder Agreement

I, \_\_\_\_\_, hereby acknowledge receipt of the

\_\_\_\_\_  
(Name the Type of Card)

Credit Card # XXXX – XXXX – XXXX – \_\_\_\_\_ (credit card number - last 4 digits only).

I understand that improper use of this card may result in disciplinary action, as well as personal liability for any improper purchases. As a cardholder, I agree to comply with the terms and conditions of this agreement and the County's Credit Card Policies and Procedures and confirm that I understand all of the terms and conditions therein.

As a holder of this credit card, I agree to accept the responsibility and accountability for the protection and proper use of the card. I will return the card to the finance director upon demand during the period of my employment. I understand that the card is not to be used for personal purchases and that I must have the original receipt for every purchase. If the card is used for personal purchases or for purchases for any other entity, or if I fail to provide an original sufficiently detailed receipt substantiating a legitimate business expense in accordance with current procedures, Emmet County is entitled to reimbursement from me for such purchases. Emmet County is entitled to pursue legal action if necessary, to recover the cost of such purchases, in addition to any related collection costs and reasonable attorney fees.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Cardholder)

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Department Head)

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Finance Director)

## Exhibit 3 - Emmet County Vendor Setup Request Form

**EMMET COUNTY**  
**VENDOR SETUP REQUEST FORM**  
(To be completed by the vendor)



**INSTRUCTIONS:**

1. Please complete all information consistent where applicable with your W-9/W-8BEN detail
2. Sign and date where indicated
3. If providing services to the County, attach a current completed IRS Form W-9 form (U.S. vendors) or W-8BEN (foreign vendors)
4. Return to Emmet County Accounts Payable via email [apinvoices@emmetcounty.org](mailto:apinvoices@emmetcounty.org) or fax (231) 348- 0633

**Vendor Name:** (same as line 1 on W-9 or W-8BEN) \_\_\_\_\_

**DBA:** (same as line 2 on W-9 (is not on W-8BEN)) \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**DUNS number:** \_\_\_\_\_ (A DUNS number is required for all federal grant funds)

**How do you wish to receive Purchase Orders:** \_\_\_\_\_ Email \_\_\_\_\_ Mail \_\_\_\_\_ Fax \_\_\_\_\_

**Please provide one:** SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (or) Federal ID: \_\_\_\_\_ - \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Summary of goods or services providing to Emmet County:** \_\_\_\_\_

**Local Supplier/ WBE/ MBE/ DBE Status** (Please select all that apply, and if available, please attach certification):

\_\_\_\_\_ Local Supplier \_\_\_\_\_ Women Owned (WBE) \_\_\_\_\_ Minority Business (MBE) \_\_\_\_\_ Disadvantaged Business (DBE)

**Payment Terms:**

\_\_\_\_\_ Net 30 unless otherwise negotiated

\_\_\_\_\_ Immediate (negotiated) \_\_\_\_\_ Net 10 (negotiated) \_\_\_\_\_ Net 20 (negotiated) \_\_\_\_\_ Other (negotiated) (specify) \_\_\_\_\_

**Remittance Name:** \_\_\_\_\_

**Remittance Address:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**County of Emmet Use Only**

- ☐ New Vendor
- ☐ Change to Existing Vendor

**Vendor No:** \_\_\_\_\_ **Review Date:** \_\_\_\_\_ **Reviewer's Initials:** \_\_\_\_\_

## Exhibit 4 – Employee Certificate of Understanding and Compliance Agreement

### Emmet County Procurement Policy & Procedures Manual



### Employee Certificate of Understanding and Compliance Agreement

I certify that I have read the Emmet County Procurement Policy & Procedures Manual, the version with the effective date as indicated below and approved by the Board of Commissioners, and I certify that I understand my responsibilities with regard to the rules and guidelines contained therein. I hereby agree to comply with these rules and guidelines to the best of my understanding and abilities. I understand that non-compliance on my part may be grounds for disciplinary action up to and including termination, and may include civil/criminal prosecution consistent with applicable laws.

---

**Employee Signature**

---

**Date**

---

**Employee Printed Name**

---

**Date**

\*Please contact the Accounting Processes Manager in the Finance Department if you have any questions or concerns regarding the contents of the manual and your responsibilities as an Emmet County employee relative to the terms therein.