

## **POLICIES AND PROCEDURES**

POLICY NUMBER: **96-3**  
SUBJECT: CWEA PURCHASING POLICY  
EFFECTIVE DATE: September 21, 1996  
REVISION DATE: January 28, 2006  
SUPERSEDES:  
APPROVED BY: Board of Directors

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### **POLICY**

This policy establishes the procedure for the purchase of supplies, materials, equipment and services for CWEA to ensure that CWEA is receiving the best cost for goods and services. It also limits the number of individuals who may obligate CWEA. This policy is not applicable to contracts or purchases for conferences such as meeting space, hotels, food and beverage, and exhibit hall management.

#### **1. AUTHORITY TO PURCHASE OR OBLIGATE CWEA**

The Executive Director shall have the authority to purchase or contract for supplies, materials, equipment and services required by CWEA, subject to budget approval by the Board of Directors.

Only the President or the Executive Director shall have the authority to commit CWEA funds as approved by the Board of Directors. Any pre-contract discussions and agreements are preliminary, tentative, and unless otherwise specified beforehand, in writing by the Board of Directors, are at the expense of the vendor, not CWEA.

Only the President or the Executive Director are authorized to obtain estimated prices from vendors and contractors when necessary to develop staff cost estimates and recommendations to the Board.

CWEA assumes no contractual obligation to the supplier until a formal contract or purchase order is executed and accepted, or authorization to proceed is given by the President, or the Executive Director.

All contracts for the purchase of work and supplies to be furnished or used by CWEA shall comply with the laws of the State of California.

#### **2. PURCHASES AND CONTRACTS GREATER THAN \$10,000**

All purchases and contracts exceeding \$10,000 shall be based on solicitation of at least three (3) responsible and responsive written bids.

Exceptions: Emergency purchase and contract for supplies, materials, equipment and services may be made free of the bidding requirements of this policy when the purchase or contract for the item or items is immediately necessary for the continued operation of the CWEA or for the preservation of life and property, or when such purchase is required for the health, safety and welfare of staff or volunteers.

#### **3. PURCHASES AND CONTRACTS NO GREATER THAN \$10,000**

Purchases and contracts no greater than \$10,000 require an informal quote, or price, before purchase.

#### 4. RECURRING CONTRACTS FOR PROFESSIONAL SERVICES

Recurring contracts with providers of Professional Services, such as CPA firms or psychometric consultants, will be evaluated every three years. Requests for proposals will be prepared and sent to qualified firms in the same field, as necessary.

#### 5. AWARD OF PURCHASE OR CONTRACT

Purchase or contracts shall be awarded at the sole discretion of the Executive Director. The following criteria are a guideline for consideration in making the decision:

- The quality, suitability, and efficiency of the item or service offered, and its conformity with specifications.
- The total life cycle cost of the equipment, as appropriate.
- The delivery, discount terms and all other conditions submitted in the bid.
- The reputation of the equipment, the service reputation of the bidder, and all other information and data required to prove the responsibility of the supplier.
- The maintenance contract cost and terms.
- Contract file shall contain the basis on which award is made on a Vendor Approval Form.

#### 6. REJECTION OF BIDS/QUOTES/PROPOSALS (BIDS)

CWEA shall reserve the right to reject any or all bids in whole or in part, and may waive any irregularities or informalities in any bid when such action is considered to be in the best interest of the CWEA. All bids received after the designated closing time shall be considered non responsive and shall be rejected.

#### 7. NOTIFICATION OF AWARD

All suppliers participating in the formal bid process shall be notified in writing, upon their request, of the terms and conditions of the successful bid.

#### 8. PROTEST OF BIDDING PROCEDURES

The procedures for protesting competitive bidding processes and selection of successful bidders set forth herein is mandatory and the time limits are absolute. The Executive Director shall in all cases, determine questions in relation to the approval in awarding contracts, and all questions which may arise relative to the fulfillment or interpretation of these purchasing guidelines. The decision of the Executive Director shall be final, subject to appeal to the Executive Committee of the Board of Directors.

In the event that any party to the bidding process disagrees with the award of any contract submitted to competitive bidding, the protest must be submitted in writing within five (5) working days of the award of the contract, and the Executive Director shall respond within ten (10) working days of the receipt of the protest.

#### 9. VALUE OF CONTRACTS FOR WHICH EXECUTIVE DIRECTOR IS AUTHORIZED TO SIGN

The Executive Director may execute contracts with a value of up to \$50,000. The Executive Director may execute contracts with a value in excess of \$50,000 with approval of the President. The President may execute any contract for CWEA.

