



**BAY COUNTY
BOARD OF COUNTY
COMMISSIONERS**

**PROCUREMENT MANUAL
November 2023**

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PURPOSE

The Board of County Commissioners has identified the Purchasing Department as the agency responsible for coordinating the County's central procurement system. The central procurement system promotes efficiency, economy, and fair and open competition in an effort to reduce the appearance and opportunity for favoritism or impropriety, and to inspire public confidence that Purchase Orders and Contracts are awarded equitably and economically. It is essential for effective and ethical procurement that there be a system of uniform procedures, utilized by all personnel, that establishes basic guidelines and procedures which regulate procurement activities, contract management, and the resulting distribution of funds. The foremost objective of the Purchasing Department is to abide by, uphold, and adhere to the Procurement Code and Procurement Manual to guard against the misuse or misinterpretation of those rules and regulations.

This manual provides guidelines to Bay County Departments and Divisions for following the Procurement Code and the Procurement Manual.

Administrative changes or processing procedure portions of this manual may be amended when required by changes in law or minor procedural changes, i.e. flow of documents, internal department procedures, etc. with the review and concurrence of the Chief Procurement Officer, County Manager and the County Attorney.

APPLICATION

- 1) **Contracts:** These guidelines apply to contracts/agreements solicited or entered into after the effective date of this manual or subsequent amendments or revision.
- 2) **Activities:** These guidelines apply to the purchase/procurement of all materials, supplies, services, construction and equipment except as specifically exempted herein.
- 3) **State of Emergency:** In the event a local state of emergency is declared, all provisions of the Procurement Code, except Section 2-116, and this Procurement Manual are automatically suspended with respect to procurements that are necessary for the response to and recovery from the emergency condition for so long as the local state of emergency declaration is in effect.

EXEMPTIONS

The following exemptions do not preclude the County from utilizing competitive procurement practices where possible. Signature authority shall still apply as specified in the guidelines. The following types of purchase activities shall be exempt from the purchasing guidelines:

1. Procurement contracts between the board of county commissioners and non-profit organizations, other governments, or other public entities.
2. Procurement of dues and memberships in trade or professional organizations.
3. Procurements made from petty cash accounts.
4. Any procurement under State of Florida purchasing agreements and contracts. Procurement may also be through contracts competitively awarded by counties or municipalities within the state if the vendors agree to provide Bay County the same goods or services, under the same conditions, terms and prices.
5. Procurements of goods and services as part of the process of apprehending persons suspected of violating the law.
6. Books, periodicals and other published materials not available by competitive pricing.
7. Services of attorneys and other legally related services, including legislative consultants. Contracts for attorney services and other legal services shall be secured by negotiation of the county attorney as approved by the board of county commissioners, or by the county attorney within established spending limits.
8. Appraisers, and expert witnesses for condemnation matters, and similar services; sale, acquisition or lease of real property; real estate brokers; title insurance, abstracts or opinions or title; surveys in connection with acquisition, sale or lease of real property; room and board for social service clients and funeral related services. Contracts for these services shall be negotiated by the county attorney.
9. All heavy equipment repairs. The department/division shall request and evaluate the quotations and make the recommendation for award.
10. Service/Maintenance Contracts: Continuing service and/or maintenance contracts that are initially awarded by the Board as part of a product acquisition/installation to a vendor who is the manufacturer, developer, or who is the authorized service agent thereof and for which funds are annually appropriated in the budget are exempt from further competitive requirements. Examples are software/hardware maintenance, building systems maintenance, security systems, etc.
11. All purchases of used equipment having a value of \$150,000 or less. All purchases of used equipment having a value greater than \$150,000 should be supported by an equipment appraisal or market value assessment.
12. Software. Upgrades, software modification services by the copyright holder, and related software enhancements to installed software purchased

through competitive means are exempt. The purchase of new software packages or systems shall follow the thresholds and procedures of the policy to ensure competitive selection.

13. Corporate and media sponsorship agreements.
14. Pharmaceutical products and health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration. Including, but not limited to, substance abuse and mental health services, involving examination, diagnosis, treatment, prevention, or medical consultation, when such services are offered to eligible individuals participating in a specific program that qualifies multiple providers and uses a standard payment methodology. Reimbursement of administrative costs for providers of services purchased in this manner shall also be exempt. For purposes of this sub-subparagraph, "providers" means health professionals, health facilities, or organizations that deliver or arrange for the delivery of health services.
15. Training and educational courses, meeting rooms, and hotels; continuing education events or programs; and lectures by individuals.
16. Advertisements; works of art for public display; performances, shows or other cultural events.
17. Payroll, personnel, full or part-time, whether in the classified service or not.
18. Travel arrangements and expenses.
19. Petroleum products (fuel and oil).
20. Procurement of banking services for any bond or loan issuance, refund, or other related activities.
21. Purchases of insurance coverages for the County.
22. Purchases made with the proceeds from any grant, gift, bequest, or donation to the extent the application of this chapter would conflict with the requirements, conditions, or limitations attached to the grant, gift, bequest, or donation.
23. Water, sewer, electrical, cable television, internet, telephone, fiber or other utility services.
24. Agreements between the County and other entities for economic development services, grants, incentive programs, redevelopment agreements, and other development awards approved by the Board of County Commissioners.

These exemptions shall not apply to any purchase governed by explicit provisions of general law or other county ordinance or board policies unless the solicitation indicates the applicability of the exemption, and the exemption shall apply only to the extent set out in the solicitation.

DEFINITIONS

AGREEMENT

see Contract.

AMENDMENT

The method of changing the terms, conditions, or requirements of a contract or agreement beyond what is specifically provided for in that contract or agreement. All amendments shall be approved with equal dignity and formality as the original contract signed by the individuals holding the positions of the original signatories; provided however, that any amendment which causes a contract expenditure to exceed original signatory's amount, shall be approved by the appropriate signatory.

BEST AND FINAL OFFER (BAFO)

A process requested from one proposer or short-listed proposers for their best price(s) for a specific solicitation prior to determining of contract award. Sometimes referred to as BAFO.

BEST VALUE

The process used in competitive, negotiated contracting to select the most advantageous offer by evaluating and comparing factors in addition to cost or price.

BOARD

shall mean the Board of County Commissioners, Bay County, Florida.

CAPITAL IMPROVEMENT PROJECT

Any public improvement which the county undertakes including the construction or reconstruction in whole or in part of any building, road, highway, street improvements, plant, structure, or facility necessary in carrying out the functions of the county government.

CHANGE ORDER

A written order amending a purchase order to correct errors, omissions, or discrepancies in it, to cover acceptable cost over-runs and freight costs, to incorporate requirements to expand or reduce the scope of goods or services ordered, or to direct other changes in the contract execution to meet unforeseen field, emergency, climatic, regulatory, or market conditions.

CHIEF PROCUREMENT OFFICER

shall mean the person responsible for the organization's procurement program. The Chief Procurement Officer is given the responsibility and authority to act for the County in certain areas.

COMPETITIVE SOLICITATION

The document used to obtain sealed bids or proposals for the purpose of entering into a contract.

**CONSULTANT'S
COMPETITIVE
NEGOTIATION ACT (CCNA)**

The official name for F.S. § 287.055, relating to the procurement of architectural, engineering, landscape architecture, mapping, and registered land surveying services. These services shall be procured by letters of interest and qualifications, and competitive selection and negotiation.

CONTRACT

A written agreement between two or more competent parties to perform or not perform a specific act or acts. Any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction. In addition to bilateral instruments, contracts include (but are not limited to) job orders or task letters issued under basic ordering agreements; letter contracts; Purchase Orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. The words "Contract" and "Agreement" may be used interchangeably.

CONTRACTOR

means a person who contracts to sell commodities or contractual services to the County.

CONTRACTUAL SERVICES

means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services. "Contractual service" does not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes and rules adopted thereunder.

DESIGN-BUILD

The requirement for which a single contract with a Design-Build firm is entered into for the design and construction of a Capital Improvement construction project." Further, providing one single administrative entity (a firm as defined herein) responsible for design and construction under one contract where architectural and engineering services are performed by a registered architect or professional engineer and where construction services are performed by a certified or registered contractor.

DESIGN-BUILD CONTRACT

A single contract with a design-build firm for the design and construction of a public construction project.

DESIGN-BUILD FIRM

A partnership, joint venture, corporation or other legal entity which:

Is certified under Florida State Statute 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as a qualifying agent, or is certified under Florida State Statute 471.023 to practice or to offer to practice engineering, or is certified under Florida State Statute 481.219 to practice or offer to practice architecture; or certified under Florida State Statute 481.319 to practice or offer to practice landscape architecture; or

Has among the principal parties to the legal entity a principal party which is certified under Florida State Statute 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as a qualifying agent; or among the parties to the legal entity a principal party which is certified under Florida State Statute 471.023 to practice or to offer to practice engineering, or is certified under Florida State Statute 481.219 to practice or to offer to practice architecture; or certified under Florida State Statute 481.319 to practice or offer to practice landscape architecture.

EXTENSION

means an increase in the time allowed for the contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being executed, with or without a proportional increase in the total dollar amount, with any increase to be based on the method and rate previously established in the contract.

INVITATION TO BID (ITB)

means a written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and specifically defining the commodity, group of commodities, or services for which bids are sought. It includes instructions prescribing all conditions for bidding. The invitation to bid is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required.

INVOICE	shall mean a formal billing submitted by a vendor showing the amount due and terms of payment for materials and/or services rendered. Invoices must be itemized in sufficient detail to permit proper audit by the auditing body or department.
MAY	denotes the permissive. However, the words "no person may..." means that no person is required, authorized, or permitted to do the act described.
MULTI-STEP SOLICITATION	A method of source selection involving at least two competitive steps.
PRE-QUALIFICATION	The screening of potential vendors in which such factors as experience, financial capability, reputation, and management are considered in order to develop a list of qualified vendors who may then be allowed to submit bids/proposals. Pre-qualification is not a conclusive determination of responsibility, and a prequalified vendor may be rejected as nonresponsible at a subsequent stage in the procurement process.
PROPOSAL	shall mean a written notice by a vendor setting forth the terms under which he will furnish supplies or services.
PUBLIC EMERGENCY	shall mean the need for the procurement of goods or services arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of inhabitants of a political subdivision are involved.
PURCHASE ORDER	shall mean a formal notice to a vendor to furnish the supplies or services described in detail thereon.
PURCHASING	shall mean the act of obtaining supplies, equipment or services necessary to carry out a particular function.
QUALIFIED BIDDER	shall mean vendor meets all qualifications set forth in the solicitation document.
RENEWAL	shall mean contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.
REQUEST FOR PROPOSAL(RFP)	A solicitation of the responses for good and/or service for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined, or when the county is requesting that a qualified vendor propose goods

and/or services or when the county determines that it is in the best interest of the county that the award be made after determining the response that is the best value and most advantageous to the county. Evaluation of a proposal is based on prior established criteria which may include but may or may not be totally limited to price. The solicitation may include a provision for best and final offers and may be a single-step or multi-step process. The solicitation shall include the title, date and hour of the public opening.

REQUESTING DEPARTMENT

shall mean the department originating the purchase.

REQUISITION

shall mean a written or electronic request to the Purchasing Department for one or more items or services necessary to perform or improve a particular function.

RESPONDENT

A person or entity who submits an offer in response to a solicitation. May also be referred to as proposer, offerer or bidder.

RESPONSE

Any response of a respondent to a solicitation, which may include, as context requires, bids, offers, proposals, quotations, or other responses.

RESPONSIBLE RESPONDENT

An individual or business which has submitted a bid, offer, proposal, quotation, or response which, as determined by the county, has the capability in all respects to perform fully the contract requirements and the experience, integrity, reliability and capacity, facilities, equipment and credit which give reasonable assurance of good faith and performance. The county may also consider and give weight to the respondent's previous conduct and performance under previous contracts with the county and other agencies (including but not limited to delinquency), and determine the quality of the respondent's previous work. County staff may, after bid opening, request additional information from the respondent concerning his ability to perform; and the respondent may voluntarily, after opening, provide additional or corrective information concerning his responsibility as respondent.

RESPONSIVE RESPONDENT

An individual or business which had submitted a bid, offer, proposal, quotation or response which, as determined by the county, conforms in all material respects to the solicitation which may include but is not limited to pricing, surety, insurance, specifications of the goods or services requested or any other matter unequivocally stated in the invitation for bids as a determinant of responsiveness. A lack of conformity in these matters which is nonsubstantive in nature may be

considered a technicality or irregularity which may be waived by the county; provided, however, that failure of a respondent or proposer to certify the firm has a drug free workplace in accordance with F.S. § 287.087, shall result in rejection of the bid or proposal as nonresponsive.

RESPONSIVE BID

A bid or proposal which conforms in all material respects to the competitive solicitation.

SHALL

denotes the imperative.

SINGLE SOURCE

Shall mean that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

SOLE SOURCE

Shall mean the commodity or service can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole source purchase, if there is more than one potential supplier for that item. Use of Brand Names and Model numbers does not constitute a sole source.

SPECIFICATIONS

shall mean a written description of needed supplies, equipment or services setting forth in a clear and concise manner the characteristics of the items and/or services to be purchased and the circumstances under which the purchase will be made.

TASK ORDER

shall mean an order for services placed against an established contract.

VENDOR

shall mean a supplier of goods or services.

CODE OF ETHICS AND CONDUCT

All employees are required to maintain high standards of ethics and conduct. Purchasing officials shall strive to maintain complete independence and impartiality in dealings with vendors to preserve the integrity of the competitive process and to ensure there is public confidence that Purchase Orders and contracts are awarded equitably and economically.

Each employee involved in purchasing shall read and follow the requirements of Chapter 112, Part III, Florida Statutes

(a) For the purpose of this section:

1. "Restricted individuals" are county reporting individuals within the meaning of section 112.3148(2)(d) and employees and agents of the County that would otherwise meet the definition of a procurement employee within the meaning of section 112.3148(2)(e).

2. "Immediate family" means any parent, spouse, child, sibling, or domestic partner of a restricted individual.

3. "Employer" means any business or organization which employs a restricted individual or their immediate family in a managerial capacity, or any business or organization for which a restricted individual or their immediate family serves as an officer, director, partner or similar capacity. It shall not include a nonprofit organization for which a restricted individual or their immediately family serves as an officer or director without compensation.

4. "Conflict of interest" means a circumstance in which any restricted individual, any member of his or her immediate family, or any employer of the foregoing, shall be financially interested or have any personal beneficial interest, directly or indirectly, in any purchase or contract of any supplies, materials, equipment, or services used by or furnished for the county.

(b) Restricted individuals shall recuse themselves from the selection, award, or administration of any County procurement in which they have a conflict of interest, and shall disclose to their supervisor the nature of the conflict of interest. Restricted individuals who are appointed or elected public officials shall disclose their conflict of interest on the Commission on Ethics forms promulgated for such purpose.

(c) Restricted individuals and their immediate family are prohibited from accepting or receiving from any County vendor or lobbyist any money, rebate, gift or anything of value or any promise, obligation or contract for future reward of compensation.

(d) Notwithstanding the foregoing, with respect to restricted individuals who are only restricted individuals because of their appointment to a county board without

compensation, the restrictions contained in section (b) and (c) shall only relate to contracts, vendors, and lobbyists related to the work of their board.

(e) As required by Title 2 of the Code of Federal Regulations (CFR) 200.112, Conflict of Interest and 200.318(c)(1), General Procurement Standards, the county has designated the county manager as the reporting official for all instances of real or apparent conflicts of interest. Any employee, officer, or agent of the county who has knowledge or suspicion of a conflict of interest will report this to their immediate supervisor who will then report the instance to the county manager for him or her to further evaluate. In the case that the conflict of interest involves the employee, officer, or agent's immediate supervisor, the employee may report the instance to the next person in the county's hierarchy. In the governance of performance of its employees engaged in the selection, award and administration of contracts associated with federal awards, the county will ensure that no employee, officer, or agent participates in the aforementioned mentioned activities if he or she has a real or apparent conflict of interest. If the county manager has determined that a real or apparent conflict of interest has occurred, disciplinary action, at a level consistent with the nature of the event and at management's discretion, will be taken to ensure that the conflict is eliminated and that the county is not at risk for reoccurrence. The county manager will submit in writing the nature and extent of any potential conflict of interest to the federal awarding agency as well as any actual conflict of interest that has occurred.

DUTIES AND RESPONSIBILITIES

BUDGET OFFICE

The Budget Office shall confirm that sufficient funding is available for purchases made by the County.

PURCHASING DEPARTMENT

1. The Chief Procurement Officer shall be responsible for developing and administering the purchasing program for those departments in County government under the direct control of the County Manager and the Board of County Commissioners.
2. The Purchasing Department shall cooperate with County Departments and Divisions in procurement of supplies and equipment and shall maintain adequate records necessary to create an audit trail for purchasing transactions.
3. The Chief Procurement Officer is the sole authority responsible for issuing and setting spending limits on Credit Cards issued to County Employees, in accordance with provisions established by the VISA Purchasing Card Agreement.
4. The Purchasing Department will assist the requesting Department in soliciting quotes where formal bidding is not required.
5. The Purchasing Department has the sole authority for issuing Purchase Orders. Purchase Orders will be required for all purchases over \$3,500 unless the procurement of goods or services is governed by a written contract, in an emergency situation or when an invoice is available. Purchase Requisitions or Credit Cards will be used for purchases up to \$3,500.
6. The Purchasing Department shall issue a Purchase Order number to the selected vendor.
7. The Purchasing Department shall maintain a detailed database of all County contracts, leases, and agreements.
8. The Purchasing Department in cooperation with the Clerk's Finance Office will strive to take advantage of discounts offered by vendors for early and prompt payments of invoices.
9. The Purchasing Department shall maintain all original bid documents. Copies of the original bid documents will be provided to the applicable Department upon completion of the bid award and contract execution. Original bid documents shall not be attached as exhibits to subsequent or resulting contracts, leases or agreements.

REQUESTING DEPARTMENT

1. The Requesting Department is the department or division originating the purchase.
2. Departments are responsible for following the Procurement Code and the Procurement Manual. Department Directors may establish internal operating procedures to fully implement the Procurement Code and Procurement Manual so long as such procedures are consistent with the Procurement Code and Procurement Manual.
3. Departments will use the forms supplied by the Purchasing Department for procuring services, equipment and supplies.

4. Chief Officers/Department Directors are responsible for ensuring that sufficient budget funds are available for all expenditures made by Purchase Requisition, Purchase Order, and Credit Card Purchasing.
5. Departments shall monitor the credit card purchases of their employees.
6. Departments shall formulate specifications or the scope of work, including any pre-qualification requirements, for competitive bids or requests for proposals or qualifications, to include any terms and conditions specified in related funding documents (i.e. Federal and State grant funding).
7. Departments will verify, when a low bidder proposes an equal to that specified, that the equal is in fact a comparable item and will provide documentation of such to the Purchasing Department.
8. Departments shall be responsible for verifying insurance and bond information are valid throughout the life of a contract.

VENDOR POLICIES

1. Full and Open Competition

It is the intent of the Board to provide all vendors, with the exception of those on the State Department of Management Services Convicted Vendor List, with a fair and impartial opportunity in which to compete for the County's business.

2. Public Entity Crime: Denial and Revocation of Rights

In accordance with F.S. 287.133, any entity listed on the State Department of Management Services Convicted Vendor List shall be denied the right to conduct business or render any type of service for any County Department or Division to the extent required by the debarment, suspension, or other determination of ineligibility by the State.

3. Suspension and debarment

A. Suspension. After consultation with the county attorney, the chief procurement officer is authorized to suspend a vendor from consideration for award of contracts if there is probable cause to believe that the vendor has engaged in any activity which might lead to debarment pursuant to subsection (c) below. The suspension shall be for a period not to exceed three months, and the chief procurement officer shall immediately inform the board at the next available regular session and provide notice to the affected vendor.

B. Debarment. After reasonable notice and an opportunity for the suspended vendor to be heard, the board shall either debar such vendor or terminate the suspension. The debarment should be for a period of not more than three years.

C. Grounds for debarment include:

- (1) Entry of a plea of guilty, or no contest, or nolo contendere to or conviction of a criminal offense as an incident to obtaining or attempting to obtain public or private contract or subcontract, or in the performance of such contract or subcontract; or
- (2) Entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty; or
- (3) Entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal antitrust statutes arising out of the submission of bids or proposals; or
- (4) Violation of contract provisions, as set forth below, the character which is regarded by the board to be so serious as to justify debarment action:
 - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

- b. A past record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts;
- (5) Having been adjudicated guilty of any violation of the Bay County Building Department Licensing Division or the State of Florida Construction Industry Licensing Board within the past 12-month period prior to the time of bid submittal; or
- (6) Having been adjudicated guilty by the Bay County Code Enforcement Board or the Department of Environmental Protection of any violation of an environmental ordinance within the past six-month period at the time of bid submittal; or
- (7) Having been disqualified or found nonresponsive, based on the vendor's fraud or disqualification; or
- (8) Having been adjudicated insolvent, having proceedings in bankruptcy instituted against it, or having a receiver or trustee appointed over its property; or
- (9) Being in a proceeding (i.e., court proceeding, arbitration, or administrative proceeding) adverse to the county, or having unresolved financial claims pending by or against the county for a period of more than sixty (60) days; or
- (10) Having been suspended or debarred by any other government entity; or
- (11) Any other cause the board of county commissioners determines to be so serious and compelling as to affect responsibility as a county vendor, including debarment by another governmental entity.

D. Notice of decision. The county manager or board chairman shall issue a written notice to the vendor of the decision to debar or suspend. The final decision shall state the reasons for the action taken and inform the debarred or suspended person involved of his/her rights concerning judicial review by certiorari appeal to the Fourteenth Judicial Circuit Court. The written decision shall be mailed or otherwise furnished immediately to the debarred or suspended vendor.

4. Reinstatement

Vendors that have been suspended from doing business with the County may be reinstated upon written request; however, debarred or suspended firms shall not be reinstated during the period of a debarment or suspension.

5. Litigation and Arbitration

The County Staff shall not issue any Purchase Orders or contracts to any vendors currently involved in litigation or arbitration with Bay County until such time as a satisfactory resolution is reached with such vendors; however, the Board may, in its sole discretion, award Purchase Orders or contracts to such vendors.

6. Dispute Resolution

In the event a dispute occurs between a vendor and a Department, and the employee responsible for the contract cannot resolve the dispute, the following procedures shall apply:

- A. The vendor shall submit a written statement via certified mail no later than 45 days from the time when the invoice was submitted to the County specifying the nature of the dispute regarding payment of the invoice.
- B. Within five days of the receipt of the written statement submitted by the vendor, the appropriate Department Manager shall investigate the dispute and submit a decision to the County Manager's Office.
- C. Within five days of the receipt of the written decision, the County Manager will review the dispute and make a final decision on the matter. The Chief Procurement Officer will notify the vendor in writing, via certified mail and within five days of the date of the final decision.

These procedures do not change the method of a bid protest as set forth in section 2-114 of the Procurement Code.

PURCHASING AUTHORITY

Purchasing authority identifies who must approve the purchase of goods and services up to a dollar threshold amount and when a purchase must be brought before the Board of County Commissioners for approval and award. Purchases, orders, task orders, agreements or contracts that are subdivided to circumvent the requirements of this threshold authority shall be considered unauthorized purchases and are prohibited.

Division Manager/Superintendent/Section Chief/ Buyer (Purchasing Department)	Not to Exceed \$10,000
Department Director/Chief Officer/ Purchasing/Contract Administrator (Purchasing Dept.)	Not to Exceed \$20,000
Chief Procurement Officer	Not to Exceed \$50,000
Deputy County Manager	Not to Exceed \$100,000
Deputy County Attorney/County Attorney	Not to Exceed \$150,000
County Manager	Not to Exceed \$150,000
Board of County Commissioners	Over \$150,000

Each individual representing a level of purchasing authority must have on file with the Purchasing Department and the Clerk's Finance office a completed signature authorization form.

CONTRACT SIGNATURE AUTHORITY

Contract signature authority identifies who must execute the contract, lease, or agreement and when a contract, lease, or agreement must be brought before the Board of County Commissioners for approval and execution.

Chief Procurement Officer	Agreements up to \$50,000
Deputy County Manager	Agreements up to \$100,000
Deputy County Attorney, County Attorney	Agreements up to \$150,000
County Manager	Agreements up to \$150,000
Board of County Commissioners	Agreements over \$150,000

PURCHASING CATEGORIES; REQUIREMENTS

The following categories establish requirements for purchases by amount. Each order must be signed by the appropriate approval authority. All orders for services must comply with Risk Management requirements.

Orders up to \$3,500	No quotes are required. Best practices should be used to ensure a competitive price.
Orders over \$3,500 not exceeding \$10,000	Three telephone quotes are required. The requesting Department will use the telephone quote form provided by the Purchasing
Orders over \$10,000 not exceeding \$150,000	Three written quotes from separate vendors required
Orders over \$150,000	Competitive Solicitation Procedures required

Exceptions:

In an emergency as determined by the County Manager and Chairman, authorization to contract in excess of \$150,000 is granted to the County Manager along with the Chairman with the provision that it will be ratified by the Board of County Commissioners at their next regularly scheduled meeting for “after-the-fact” approval. The County Manager along with the Chairman may also elect to call a special meeting of the Board of County Commissioners.

Items approved by the Board as a budget line item do not require approval if purchased from a State Term Contract or other authorized cooperative agreement that has been competitively procured.

Capital Improvement Projects not exceeding \$250,000.00 and approved by the board of county commissioners as a budget line item do not require further approval if purchased from a competitive solicitation, state term contract or other authorized cooperative agreement that has been competitively procured.

To the extent that purchases of insurance coverages for the county do not exceed the total yearly budget approved by the board of county commissioners for such purchases in such budgetary year, authorization to purchase coverage in excess of \$150,000.00 is granted to the county manager or designee and signature authority may be delegated to the county Chief Risk Officer.

Authorization to purchase utility services in excess of \$150,000 is granted to the County Manager.

PURCHASING QUOTES

The purchase of goods and services, up to \$150,000, shall require requesting competitive quotations from three or more vendors. The quotations may be obtained by the requesting Department or the Purchasing Department. Quotes must be on company letterhead, quote forms, or in a similar format with a date and signature of an authorized representative of the department or vendor. Any work that requires the use of a licensed contractor shall be identified prior to obtaining quotes. All contractor's licenses shall be verified prior to issuance of a Purchase Order and/or contract.

COMPETITIVE SOLICITATIONS

1. The requesting Department, in conjunction with the Purchasing Department, will determine which competitive procurement method is most practicable and advantageous to the county. Those methods may be by:
 - A. Invitation to Bid (ITB);
 - B. Request for qualifications (RFQ) pursuant to Consultant's Competitive Negotiation Act (CCNA) or not governed by the CCNA;
 - C. Request for proposals (RFP);
 - D. Single / Sole source procurement;
 - E. Design-build services contract in accordance with the CCNA and after coordination with the County Manager;
 - F. Request for qualification for construction management at risk services; or
 - G. Multi-step bidding, including pre-qualification of respondents
2. Goods and services produced in the United States will be given preference when all other aspects in the bid selection process are equal.
3. It will be the objective of Bay County to consolidate for purchase and bidding, all goods and services of a similar nature.
4. The Board of County Commissioners is an Equal Opportunity Employer. To the extent permitted by law, as a condition of conducting business with the Board, all individuals or organizations desiring to do business with the Board shall have an Equal Opportunity Employment Policy consistent with state and federal law.
5. All competitive solicitations should include the following provisions:
 - A. The Board of County Commissioners reserves the right to accept or reject any and all bids, proposals, competitive or otherwise, in whole or in part, to waive informalities in the solicitation documents, to obtain new bids, or to postpone the bid opening pursuant to the Board's purchasing policies as they may deem in the best interest of the county.
 - B. The period of time responses are valid after the date of the opening.
 - C. Public Entity Crimes Statement pursuant to Section 287.133(3)(a), Florida Statutes.
 - D. The number, duration and condition of any intended renewal periods.
 - E. If predictable, an estimated time for contract award.

- F. The basis for award.
 - G. Procedures to award when tie bids are received.
 - H. All other requirements of the solicitation or related funding agreements.
6. The requesting Department in conjunction with the Purchasing Department will formulate specifications.
 7. The requesting Department shall attach a Request for Bid/Request for Proposal Approval Form, and forward specifications to the Purchasing Department for approval. The Purchasing Department will forward the bid package to the requesting Department, Risk Management Office and the Budget Office for approval. Upon receipt of a completed and signed Approval Form the Purchasing Department will formally advertise the bid.
 8. The Request for Bid/Request for Proposal Approval Form shall contain an independent cost estimate.
 9. Federally funded projects will follow Federal procurement standards in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", 2 C.F.R. Sections 200.213 and 200.317-327.
 10. The Purchasing Department shall determine the date, time and location for submitting bids, as well as the date, time and location of the Public Bid Opening.
 11. The Purchasing Department will advertise the solicitation at least once on a public notice website and permit at least five calendar days for the vendor(s) to respond. Projects valued over \$200,000 may have specific advertisement requirements. Road projects must be advertised two consecutive weeks to meet Florida Statutes requirements. The Purchasing Department is responsible for determining the proper advertisement requirements and adhering to those requirements.
 12. The Purchasing Department will distribute bid documents.
 13. If a bid or proposal requires payment for a copy of the bid or proposal, the Purchasing Department shall collect such payment before releasing a copy of the bid or proposal package.
 14. Acceptance and Evaluation. Responses shall be accepted without alteration or correction, except as authorized in this Manual. Responses shall be evaluated based on the requirements set forth in the solicitation document, which may include, but not be limited to criteria to determine acceptability such as: inspection, testing, quality, recycled or degradable materials content, workmanship, delivery, and suitability for a particular purpose and/or factors to determine a respondent's level of responsibility such as references, work history, bonding capacity, licensure, certifications, etc. Those criteria that will affect the price and that are to be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in an evaluation that is not set forth in the solicitation, or in this manual.
 15. After the opening, the Purchasing Department will notify any respondents of any informalities in their response. They will have 24 hours from the time of the opening to furnish information to the Purchasing Department. If the opening is on a Friday, they will have until Monday to reply. If no response is received within 24 hours of the opening, the package will be deemed non-responsive.
 14. The requesting Department will attend the opening and will review the submitted responses to ascertain the responsive, responsible respondent in accordance with

- the solicitation document that provides the best value to the County. All responses will be opened in public and prices will be read aloud by the Purchasing Department, as applicable to the solicitation.
15. Unless otherwise instructed, the requesting Department will recommend the contract award in the appropriate format to the Purchasing Department and the appropriate approval authority.
 16. The requesting Department will place the item on the Commission agenda for approval if amounts exceed \$150,000 or otherwise as required by law, statute, or the Code.
 17. The Purchasing Department will post the award decision, and issue a Notice of Award when necessary, after the bidding and selection process is totally complete.
 18. The requesting Department is responsible for conducting any pre-construction meeting, if necessary, and issuing a Notice to Proceed after the full execution of any contract or agreement for a project.
 19. Solicitations may be canceled or rejected in whole or in part when it is in the best interests of the County, as determined by the County Manager. Notice of cancellation shall be posted on the County website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.
 20. If less than two responses are received in response to a solicitation, the Chief Procurement Officer and/or the Department may negotiate on the best terms and conditions. The Purchasing Department shall document the reasons that such action is in the best interest of the County in lieu of resoliciting.

WRITING SPECIFICATIONS – INVITATION TO BID

1. Solicitations must include specifications that are clear, accurate, and complete. Unnecessarily restrictive specifications or requirements that might unduly limit the number of bidders or proposals are prohibited. The solicitation should include all documents, whether attached or incorporated by reference that are elements of the specifications and requirements for the solicitation.
2. Specifications are a written description of needed supplies, equipment or services clearly and concisely set out in the solicitation along with other material elements of the particular project. Alternative specifications are highly discouraged.
3. There are several types of specifications that can be considered:
 - A. Performance Specifications
 1. The results of the product are more important than the product itself.
 2. Specific end product capabilities, not method of construction.
 - B. Descriptive Specifications
 1. Describes precisely what is needed.
 2. Covers every detail to the end product.
 - C. Brand Name Specifications
 1. Specified by manufacturers name and model number.
 2. A product has been determined desirable based on past performance.

D. Closed Specification

1. Two general types
 - a) Single Product - e.g. HP computers
 - b) Multi product - e.g. HP computers, Dell computers
2. Generally brand name specifications.

E. Open Specifications

1. All manufacturers whose product meets the performance or description specified may bid.
2. All performance specifications and all descriptive specifications are open specifications.
3. Brand name specifications are open specifications if the phrase "or equal" is added.
4. The phrase "or equal" establishes the brand name as a standard and all equal products are acceptable.

F. Reference Specifications

1. The item desired is referred to by a number as established in a published specification or standard.
2. Should use national specifications and standards.
3. Be sure to read and understand what is referenced.
4. A reference specification may include a number of different items. Be specific.

G. Combination Specifications

1. Not possible to combine open and closed specifications.
2. Can combine performance, descriptive, and reference specifications.
3. Used in describing a product that must meet both physical and performance criteria.
4. Be positive the combination will produce the desired result.

4. The requesting Department and the Purchasing Department are responsible for ensuring that the specifications include the following elements:
 - A. Description of the item to be purchased or a sufficient explanation of the services to be procured.
 - B. Dimensions, tolerance and performance expected of the item.
 - C. Reference to a sample, if any.
 - D. Bid price is to include net delivered price or no separate charges for delivery or other hidden cost.
 - E. The estimated quantity to be furnished by the vendor.
 - F. Time and place of delivery, and any conditions for the delivery.
 - G. If additives to a bid are to be considered, all details must be included.
 - H. If trade-in(s) is involved, the appropriate information must be included.
 - I. Pre-qualification requirements, if any. All contractors bidding on road projects shall be pre-qualified with the Florida Department of Transportation. All contractors bidding on construction projects shall be

properly licensed Florida General Contractor, Building Contractor, or hold the applicable trade license.

- J. Any permit and/or fee required in accordance with F.S. 218.80
- K. Bid, performance, and construction bond requirements, depending on the goods or services to be provided and the recommendation of the Risk Management Office.
- L. If direct purchases will be used, the specifications should include direct purchase procedures.
- M. Liquidated damages, if applicable.
- N. The date and time requested for a pre-bid conference, if applicable.
- O. The date and time requested for a notice to proceed date, if applicable.
- P. The position title and a brief explanation of the duties of the County's representative(s) for the project.
- Q. The types and estimated timeframes for any inspections of the project to be conducted by the County's representative(s), if applicable.
- R. For federal projects, the requirement to make maximum use of recovered/recycled materials.

MULTI-STEP SOLICITATIONS

Vendors may be prequalified as part of a multi-step solicitation based on such factors including, but not limited to, experience, financial capability, reputation, and management. The prequalified vendors may then be allowed to submit bids/proposals in response to the solicitation. Pre-qualification is not a conclusive determination of responsibility, and a prequalified vendor may be rejected as nonresponsible at a subsequent stage in the procurement process.

PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, AND LAND SURVEYING SERVICES (CCNA)

The purpose of this section is to ensure compliance with Section 287.055 Florida Statutes, known as the Consultants Competitive Negotiation Act (CCNA).

1. Public Announcement

It is the policy of the County to publicly announce all requirements for professional architectural, engineering, landscape architectural, land surveying, and mapping services, and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the Purchasing Department may require firms to submit a statement of qualifications, performance data, and other information related to the performance of professional services.

2. Scope of Project Requirements

A. For specific projects, the County office requesting the professional services shall submit to the Purchasing Department written project requirements indicating the nature and scope of the professional services needed by the office, including but not limited to the following:

- 1) the general purpose of the service or study;
- 2) the objectives of the study or service;
- 3) estimated period of time needed for the service or the study;
- 4) the estimated cost of the service or study;
- 5) whether the proposed study or service would or would not duplicate any prior or existing study or service; and
- 6) the desired qualifications, listed in order of importance, applicable to the scope and nature of the services requested.

B. For Continuing Supply Services, the County office requesting the professional services shall submit to the Purchasing Department written project requirements indicating the nature and scope of the professional services needed by the office, including but not limited to the following:

- 1) the general purpose of the service or study;
- 2) estimated period of time needed for the service or the study;
- 3) the estimated cost of the service or study;
- 4) the desired qualifications, listed in order of importance, applicable to the scope and nature of the services requested.

3. Review of Project Requirements

The Purchasing Department shall review the scope of project requirements and prepare a draft Request for Qualifications (RFQ). The draft RFQ shall be submitted to the requesting office for consideration and revision, as may be needed, prior to public distribution of the RFQ.

4. Distribution of RFQ

The Purchasing Department shall distribute the RFQ in accordance with standard procedures including publication of legal notice, and provide notification of the date and time when such proposals are due.

5. Exemptions

This section shall not apply to a professional service contract for a project where the basic construction cost is estimated by the agency to be less than the threshold amount provided in s. 287.055, Florida Statutes, or for a planning or study activity when the fee for professional services is estimated by the agency to be less than the threshold amount provided in s. 287.055, Florida Statutes, or in cases of valid public emergency so certified by the County Manager.

This section shall not apply to any requirement for professional services if a continuing contract is in effect and a determination is made to utilize the continuing contract to obtain such services in accordance with 287.055, Florida Statutes.

6. Evaluation

The following language shall be used in its substantial form in solicitations where evaluations are required. The solicitation document shall specify evaluation procedures.

- A. The County Manager or designee shall determine the Evaluation Committee that will best serve the needs of the County.
- B. Membership of all Evaluation Committees shall be approved by the County Manager or designee.
- C. Public Meetings shall be in accordance with Florida Statute 286.011. The Chairperson shall be responsible to provide the Purchasing Department with all meeting information (date, time, location, and reason for meeting) no less than 96 hours in advance of any scheduled meeting, excluding holidays and weekends. The Purchasing Department will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the public notice bulletin board in the Purchasing Department and on the Bay County website. The Chief Procurement Officer shall develop and implement Evaluation Committee procedures to ensure compliance with public meeting requirements.
- D. Contact with the Evaluation Committee. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.
- E. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.
- F. The initial ranking of proposals is based upon the weighted criteria in the solicitation.
- G. Shortlisting. The best-qualified respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the County Manager, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.
- H. Presentations/Interviews. The Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.
- I. Final Ranking. The Evaluation Committee shall use the ordinal process rank the firms. The respondents shall be listed in order of preference. The list of

best-qualified persons shall be forwarded to the County Manager or Board, as appropriate, for approval prior to beginning contract negotiations.

7. Negotiation

Contract negotiations may be conducted by the Department or by a Negotiation Committee to be determined by the County Manager or designee.

- A. Negotiation Committee. Membership of the Negotiation Committee may include:
 - 1) Chief Procurement Officer or designee, who shall chair the committee,
 - 2) Director of the user Department or designee,
 - 3) County Attorney or designee.
- B. Negotiation. The Negotiator(s) shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Negotiator(s) determines to be fair and reasonable to the County. In making this decision, the Negotiator(s) shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. Should the Negotiator(s) be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. The Negotiator(s) shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Negotiator(s) shall formally terminate negotiations, and shall then undertake negotiations with the third most qualified firm. Should the Negotiator(s) be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Committee shall select additional firms in order of their competence and qualifications, and the Negotiator(s) shall continue negotiations in accordance with this Section until an agreement is reached or until a determination has been made not to contract for such services.
- C. Negotiation meetings shall be recorded in accordance with Florida Statutes as may be amended from time to time.

DESIGN-BUILD CONTRACTS

1. Use of Design-Build Contracts

The Requesting Department will determine if the design-build method is appropriate for a particular requirement subject to approval by the County Manager. In determining whether design-build or contracting separately for professional design and construction services is in the best interest of the County the following factors should be considered:

- A. The potential for cost savings and/or cost reduction.
- B. The need or potential for reducing the time to complete the project.
- C. The need or potential for enhancing revenue production by expediting completion, activation and operational use of the project.

- D. The need or potential to expedite the completion, activation and operation of the project due to public service considerations or user division operational needs and requirements.
 - E. The potential for collaboration to develop designs and construction methodology that could provide a project with enhanced qualities of aesthetics, innovative use of materials, economy of construction, operational efficiency, and/or functional effectiveness.
 - F. The need or potential for protecting, preserving and enhancing the health, safety and welfare of the public.
2. Design Criteria Package
A design criteria package (DCP) must be prepared and sealed by a design criteria professional on staff or retained by the department. A design criteria professional who prepares the DCP is not eligible to render services under the same design-build contract that utilizes the DCP.
3. Review and Evaluation
The Evaluation Committee shall review and evaluate all submittals that have been received prior to the announced deadline. This evaluation shall include a determination that the firms submitting proposals meet the design-build firm definition. Qualifications of the firm and project manager shall be considered for the design team as well as the construction team. The committee shall select no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members of the firms.
4. Technical and Price Proposals
When using an adjusted score method, the selected design-build firm shall be required to submit a technical and price proposal. These proposals shall form the basis of contract negotiation and award of the design-build contract.
5. Design-Build Contract Award
The Evaluation Committee shall submit a recommendation for award to the BCC for selection of one firm and two ranked alternates, and approval to negotiate and award a design-build contract with the selected firm, provided the final negotiated price does not exceed the project budget. Prior to award and execution of the design-build contract, the County may negotiate minor changes in the technical proposal and contract price for the purpose of clarifying and/or refining the project requirements and the services to be performed and/or the work to be done.

CAPITAL IMPROVEMENT PROJECTS

All Bay County Capital Improvement Projects with a construction cost in excess of \$250,000 shall follow the Capital Improvement Project Management System.

PIGGYBACK

Departments may request to piggyback on contracts for goods and services with other governmental entities. The following must be submitted as a part of the request and specifications package:

1. A copy of the other agency's solicitation to include the awarded vendor's submittal.
2. A copy of the other agency's Purchase Order or contract and expiration date.
3. A letter from the awarded vendor, offering to honor the same prices under the same terms and conditions as indicated in the other agency's solicitation and subsequent contract.
4. Verification from the other agency that the vendor is performing satisfactorily.

SINGLE/SOLE SOURCE/NON-COMPETITIVE NEGOTIATIONS

A request for either a single source or sole source procurement is permissible in accordance with section 2-107 of the Procurement Code. The requesting Department must provide in writing along with the request for procurement:

1. a finding that only one qualified source is available;
2. a statement that a search for alternative sources has been made, i.e., a request for a proprietary item does not justify a sole source procurement if there is more than one potential bidder for the item; and
3. a justification of why the only source is acceptable to fit the needs of the using Department.

Purchasing may negotiate with a single/sole source supplier under one or more of the following circumstances:

1. The needed supply or service is available from only one source/brand as determined by the requesting Department's written justifications.
2. The supply or service is wanted for experimental trial or testing.
3. Additional supplies or services are needed to complete an ongoing task.
4. The item is a component or replacement part for which there is no commercial distributor.
5. Compatibility is the overriding consideration.
6. The item is a used item, which is subject to immediate sale.

A notice of intent to single/sole source shall be posted to the County's website for at least 15 business days.

EMERGENCY PURCHASES

Departments shall document any procurements exempted from the mandatory bid requirements in the event of an emergency, because the circumstances of the delay incident in complying with such requirements would be detrimental to the health, safety and welfare of the citizens of the county; such emergencies shall include, but are not limited to, war, declared or undeclared; insurrection; hurricane; flood; tornadoes or any other form of disaster or unforeseen circumstances threatening destruction of life or damage to property. This exemption shall be in effect through any such circumstances, including the clean-up and repair of property following such an event.

Departments are responsible for understanding additional requirements for Federal and/or State reimbursements related to emergency purchases.

The County may enter into and utilize Mutual Aid Agreements as provided in Chapter 252, Florida Statutes in the event of emergency situations. The County Manager shall be authorized to invoke the terms of the Mutual Aid Agreement.

RENEWAL AND EXTENSION

Contracts for commodities or contractual services may be renewed for the original term of the contract or for a period that may not exceed 3 years, whichever period is longer. The renewal may be divided into increments (e.g., three one-year renewals), may be for a complete term (e.g., one renewal for three years or the original term of the contract), or a combination thereof (e.g., one two-year renewal followed by a one one-year renewal). Renewals are pursuant to contract terms specifically providing for such renewal. Contract renewal options approved by the BOCC may be executed by the County Manager.

Contracts may be extended one time for a period not to exceed 6 months. The extension is subject to the same terms and conditions set forth in the initial contract.

TIE BIDS

In cases of tie bids (monetary as well as all award criteria identified) preference shall be given to the bidder with a drug-free workplace program. If none or all of the tied firms have a drug-free workplace program, award will be made based on a lot drawn by the county manager or his or her designee before at least three witnesses.

CHANGE ORDERS

If a change order is required to correct errors, omissions, or discrepancies, or to direct other changes to meet unforeseen field, emergency, climatic, regulatory, or market conditions, the following shall apply:

1. All change orders exceeding a cumulative total of ten percent of the original contract amount must be in writing and include the additional scope of work or

- quantities, the amount of the change order, and any additional days added to the term or delivery date.
2. Change orders exceeding a cumulative total of ten percent of the contract price or a cumulative cost exceeding \$150,000, or where there is a materially significant change in the scope of services, the change shall be approved by the appropriate signatory based on the dollar value of the contract.
 3. If direct purchasing is being utilized in connection to a construction project, a deduct change order to the contractor in the amount of the direct purchase, shall be made in writing.
 4. If the project is unable to proceed without the immediate approval of a change order, the county manager has the authority to approve the change order and bring it before the board, as required, at the next regularly scheduled meeting with documented explanation of the condition.

BID PROTEST PROCEDURES

In any competitive solicitation context, no later than the business day following the day approval is granted the Purchasing Department will electronically notify a representative of each respondent of the award decision. Approval by the awarding authority does not constitute formation of a contract.

After notification of the award decision, any party with standing may challenge the decision by initiating an action in the Circuit Court of the Fourteenth Judicial Circuit in Bay County against the Bay County Board of County Commissioners. If a party intends to initiate such an action, it must electronically notify the Chief Procurement Officer and the County Attorney no later than one business day after notice of the awarding authority's decision. The notice shall contain at a minimum: the name of the Protestor; the Protestor's address and phone number; the name of the Protestor's representative; the name and bid number of the solicitation; and a brief factual summary of the basis of the challenge.

If no such notice is received by the county, the county may proceed to execute a contract to formalize the award decision. If the county does receive notice of intent to challenge the decision, the county will stay the contracting process, unless the county manager determines that the contract must proceed without delay to protect substantial interests of the county. If a party notifies the county of its intent to challenge a decision under this subsection, it must file its challenge within fourteen business days after providing its notice. If the party fails to file its action within this period, the county may proceed with the contracting process. If the party files its action, the court will uphold the county's decision unless the court determines that the awarding authority did not act in good faith and the challenger demonstrates illegality, fraud, oppression or misconduct by the county or anyone acting on the county's behalf.

No action other than an award decision can be protested, including (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders as non-responsive or nonresponsible; or (iv) recommended awards less than the mandatory bid or proposal amount.

Challenges to specifications and scope of work must be submitted prior to the solicitation submission due date or that challenge shall be waived.

This challenge must be accompanied by a protest bond of an amount equal to one (1.0) percent of the value of the solicitation, but in no case less than five hundred dollars (\$500.00) nor greater than five thousand dollars (\$5,000.00). This bond shall be in cash or by a U.S. postal service money order, certified cashier's or bank check payable to Bay County Board of County Commissioners. Failure to post such bond within two (2) business days after the notification of intent to challenge shall result in the challenge being dismissed.

The bond required by this section shall be conditioned upon the payment of all costs and charges which may be adjudged against the person filing the request for a formal hearing. If the person challenging the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal hearing in which the County prevails, the bond shall be forfeited, and the County shall be entitled to recover the costs and charges, excluding attorney's fees, of such hearing. The entire amount of the bond also shall be forfeited if the court determines that a protest was filed for frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the County or other parties.

PURCHASING CARD

1. General

The Bay County Purchasing Card (P-Card) Program is designed to improve efficiency in processing low dollar purchases from any vendor that accepts the County's credit card. This program allows the cardholder to purchase approved commodities and services directly from vendors. Each purchasing card is issued in the cardholder's name and Bay County. The Purchasing Department in partnership with the Clerk's Finance Office is responsible for the overall management of the credit card purchasing program.

2. Issuance

The Department will determine to whom the cards should be issued. Requests for new cardholders or changes to current cardholders must be authorized by Department Director/Chief Officer, using the P-Card Application or maintenance form. The Chief Procurement Officer will issue approval based upon the purchasing authority of each individual or work group, and in accordance with provisions established in the VISA Purchasing Card Agreement.

New cardholders will be required to personally take receipt of the P-Card and sign a P-Card receipt and agreement form. New cardholders will be given a copy of the P-Card policies and procedures and a verbal review of the program. Refreshed training as to the use of the P-Card shall be conducted when determined by the Purchasing Department to be appropriate.

3. Transaction Dollar Limit

The P-Card is to be used for Bay County authorized purchases only. State or Federal financial assistance purchases shall be in compliance with the applicable funding source.

The single per transaction dollar limit shall not exceed \$3,500.00. The monthly transaction limit will be determined by the Chief Procurement Officer.

Departments, with the approval of the Chief Procurement Officer, selected to participate in the program shall specify:

- A. Restrictions on the types of vendors with which the card may be used.
- B. Any additional controls available.
- C. Credit cards may be used to purchase commodities and a limited number of services.
- D. Purchases shall not be divided to circumvent the single per transaction dollar limit.
- E. Cash advances are strictly prohibited.
- F. Personal transactions are strictly prohibited.

4. Travel

- A. The purchasing card may be used for pre-approved travel expenses, which includes:
 - 1. Hotel reservations and payments
 - 2. Flight reservations and travel payment
 - 3. Rental car, taxi, shuttle servicesLimits may be temporarily adjusted to accommodate approved travel expenses. However, all travel expenses/reservations must comply with the County Travel Policy and are subject to review and disciplinary action.
- B. Fuel may be purchased with the purchasing card for a county vehicle or rental vehicle authorized for travel.
- C. The purchasing card **shall not** be used to fuel a personal vehicle.
- D. The purchasing card **shall not** be used for food/travel meals.

5. Tax Exempt Number

All Credit Card purchases are exempt from all state and local use tax. The County's Tax Exempt I.D. Number is printed on a separate card for each cardholder. This number is to be given to all vendors to avoid payment of state and local use tax. The use of the County's Tax Exempt I.D. Number for personal use is strictly prohibited. Any employee caught using the County's Tax Exempt I.D. Number for personal use will receive disciplinary action to include, but not limited to, immediate termination of employment.

Additionally, F.S. 212.085, states that in addition to being liable for payment of the tax plus a mandatory penalty of 200 percent of the tax, such person shall be liable for fine and punishment as provided by law for a conviction of a felony of the third degree, as provided in s. 775.082, s. 775.083, or s. 775.084.

6. Receipt of Goods

To insure prompt and proper payment of receipts/invoices, the following procedure should be strictly adhered to, noting that timeliness and completeness are of utmost importance to the success of the process.

- A. The cardholder must obtain the customer copy of the itemized receipt or invoice. Receipts shall be in invoice format and include the following information: date, vendor name, address, telephone, and description of goods/services received.
- B. All cardholders shall electronically submit for processing all of their transactions via the Truist Enterprise Spend Platform (ESP) program prior to the close of the monthly credit card cycle. (Cardholders should note that some transactions may continue to post 48 hours after the cycle end on the 27th of each month, because of these late postings, cardholders will need to review their account and submit for processing any additional transactions with a "posted date" of the 27th or before.)
- C. Once a cardholder has electronically submitted for processing his/her transactions, all receipts and invoices should be attached to the Transaction Report, produced through the ESP program.

- D. The appropriate Department number and account number indicating where the purchase is to be expensed along with detailed description of the purchase shall be included on the Transaction Report and the individual receipt/invoice.
 - E. After receipts/invoices have been reconciled and attached to the Transaction Report, the cardholder must obtain the appropriate authorization on his/her report before forwarding to Finance.
 - F. Submission of all properly authorized documentation is due to Finance by the 6th of the following month. Otherwise, the Chief Procurement Officer may suspend the card account until report is received by Finance.
7. Interest and Penalty
Cardholders must send their Transaction Report and invoices to the Clerk's Finance Office in sufficient time to make a timely payment, interest, if any, will be charged to the cardholder's budget.
8. Disputed Charges and Assistance
In the event of a disputed charge, the cardholder is unable to resolve the disputed purchase with the vendor, the cardholder should promptly complete a Customer Statement of Disputed Charge by checking the dispute box in the ESP program. The cardholder shall forward by email, fax or mail to Truist with copies to the Purchasing Department and Finance.
9. Returns
In the event there are returns, the cardholder must check the subsequent invoice (statements) for the credit and attach the credit slip when processing for payment. If the credit slip was not obtained, attach other documentation explaining the return.
10. Lost or Stolen Cards
Report lost or stolen cards to the Purchasing Department immediately. If not reported immediately, Bay County may be liable for the fraudulent charges and, if liable, the cardholder's budget will be charged.
11. Inappropriate Purchase
Neither the bank nor the merchant bears any responsibility for inappropriate purchases. If a purchase was made by the cardholder, the merchant will be paid and the Department budget charged, unless the Department returns the merchandise and the merchant agrees to take it back and issue a credit. Personal transactions are strictly prohibited. Individual cardholders may be subject to disciplinary action up to and including termination if illegal and/or inappropriate purchases occur.
12. Cardholder Performance
It is mandatory that the cardholder shall match their invoices to the transaction report and forward to their supervisor for their review.

A cardholder's responsible supervisor shall review their purchases, as they are responsible for the cardholder meeting all the requirements specified for the use of their card.

The completion of the review will be documented by the cardholder and the supervisor by signing and dating the Transaction Report obtained from the ESP program.

13. Termination or Transfer of Cardholder

If the cardholder is no longer employed by the County, the appropriate department is responsible for returning the card to the Purchasing Department for cancellation. (The Human Resources Department provides a resignation/termination/retirement notification to the Purchasing Department monthly. This notification is utilized to ensure that the Purchasing Card has been cancelled by the department.)

If a department is unable to collect the Purchasing Card when an employee leaves employment with the County, the Department must immediately notify the Purchasing Department.

If a cardholder transfers to a new department, the cardholder is responsible to inform the Purchasing Department of the transfer. The cardholder is responsible to verify with the new Department Director if they are to retain the card within the new department. If they are not to retain the card, the cardholder is responsible to notify the Purchasing Department for cancellation.

14. Disciplinary Action

Unauthorized purchases shall be reported to the department director/chief officer and the Chief Procurement Officer. When purchases are found to be unauthorized, the cardholder must provide a credit receipt proving the item(s) were returned for credit or the cardholder shall reimburse the County within thirty (30) days by submitting cash or a personal check for the full amount of the purchase. Reimbursement shall be sent to the Finance Office with an explanation and account number. Failure to reimburse the County within the above time period shall be authorization for deduction of the full amount of the purchase from compensation paid by the County.

Failure to comply with the policies and procedures herein may result in:

- a. Revocation of Purchasing Cards from individual cardholders for a time period to be determined by the Chief Procurement Officer.
- b. Disciplinary action, up to and including termination of employment.

PURCHASE ORDER PROCESS

A Purchase Order is required for the procurement of goods and services over \$3,500 unless the procurement of goods or services is exempt from issuing a purchase order as authorized by this manual or an invoice is already available because the good or service has been delivered prior to issuance of a purchase order.

1. A purchase requisition to purchase goods and services must be signed by the appropriate authority level before the Purchasing Department will initiate the purchasing process. Complete a Purchase Requisition Form with the following information:
 - A. Name and Department of individual requesting materials.
 - B. Vendor name (if new vendor - provide vendor's W-9).
 - C. Fund/account number.
 - D. Total amount of order.
 - E. Contract and proposal number and/or authorizing B.C.C. Memo (if applicable).
 - F. Department purchasing authority signature.
 - G. Quantity, unit size, catalog or part number, description, unit cost, and total cost of items.
 - H. Total of all items.
 - I. Remarks (in body of requisition) - this is for further breakdowns in fund/budget/line item numbers and any special "ship to" or "bill to" information.
 - J. Grant information (if applicable)
 - K. Complete Deliver to line and Delivery Date desired.
2. The Purchase Requisition is completed by the requesting Department and is forwarded, along with all required backup documentation, to the Purchasing Department. Once approved, the Purchasing Department will distribute as follows:
 - A. WHITE - Clerk's Finance Office attached to the white copy of the Purchase Order.
 - B. YELLOW - Retained by the Purchasing Department attached to the pink copy of the Purchase Order
 - C. PINK - returned to the requesting Department or Division attached to the yellow and goldenrod copies of the Purchase Order.
3. After the Requisition for goods/services exceeding \$3,500 has been completed by the requesting Department, a Purchase Order may be processed. The order is placed by the requesting Department unless otherwise noted.

4. Distribution of Purchase Order copies by the Purchasing Department is as follows:
 - A. WHITE- (original) This copy is forwarded to the Clerk's Finance Office.
 - B. YELLOW- (Receiving copy) This copy is forwarded to the requesting Department for their signature when all goods have been received. After receiving the goods or services, the Department signs off on this copy. If the invoice is available, it is attached to this copy and returned to the Clerk's Finance Office. Some Purchase Orders require partial payment. In that case, a copy of the yellow receiving copy would be signed and forwarded to Finance along with the invoices as they come in. Please make a notation on this copy if there has been a legitimate and verified price modification. In case of partial shipments, this copy will be duplicated and forwarded to the Clerk's Finance Office for partial payment.
 - C. PINK- This copy is retained by the Purchasing Department and becomes a permanent record of the transaction.
 - D. GOLDEN ROD- This copy is forwarded along with the yellow copy to the requesting Department for their permanent records.

EXCEPTIONS AND EXCLUSIONS FOR ISSUING PURCHASE ORDERS

There are certain expenditures for which the processing of a Purchase Order or contract is unnecessary. The following purchases may be made without Purchase Orders or contract. Invoices should be signed by the appropriate authority level:

1. Employee expenses such as memberships, conference expenses, mileage and other reimbursable expenses.
2. Utility, Telephone Bills, etc.
3. Insurance Premiums.
4. Interdepartmental billing such as worker's compensation premiums and other insurance premiums.
5. Petroleum Products (Oil and Fuel).

LEASES, CONTRACT AND AGREEMENTS

The following contracts, leases, and agreements shall be reviewed by the County Attorney before execution by the vendor, provider, or contractor, and preferably before presentation to the Board of County Commissioners or execution by the authorized County individual:

1. All recurring contracts, leases, and agreements. Recurring contracts or agreements are those contracts and agreements for procurement of goods or services that are provided to the County on a continuing or repeat basis.
2. All contracts, task orders, leases, and agreements of \$5,000 or more. In determining the value of a contract, all proposed renewal clause terms must be considered. A task order is an order for services placed against an established contract.
3. All contracts, leases, and agreements with another governmental entity or based on procurement through the piggyback method.
4. All contracts, leases, and agreements that will use a financing mechanism for the procurement, i.e., lease purchase.

CONTRACTING PROVISIONS

The Purchasing Department, in coordination with the County Attorney, is responsible for drafting an initial draft of any contract, lease, or agreement entered into on behalf of the Board of County Commissioners. The following contract provisions, among others as necessary, should be included in contracts, leases, and agreements:

1. All parties entering into the contract, lease or agreement.
2. Complete scope of the premises or the work.
3. A timeline of completion and whether the contract, lease or agreement is exclusive or non-exclusive.
4. Price or compensation for the work and the manner, method, and schedule of payment.
5. A statement that the contractor is an independent contractor or other statements regarding the relationship of the parties.
6. The responsibilities, as applicable, of the contractor, to include, but not limited to, obligations to:
 - A. Cooperate with the County;
 - B. Complete the work timely and in the proper sequence;
 - C. Use competent employees or workers that are acceptable to the County, including an authorized representative and/or superintendent for the work;
 - D. Maintain a drug-free workplace program similar to the County's;
 - E. Furnish all tools, materials, consumable supplies and equipment;
 - F. Follow all federal, state and local laws applicable to the work;
 - G. Not employ illegal alien labor and use e-Verify to maintain a legal work force;
 - H. Follow proper change order procedures;
 - I. Warranty periods; and

J. Liquidated damages.

7. Insurance requirements, including hold harmless and indemnification provisions and bonding and warranty requirements.
8. Default and termination provisions.
9. Accounting and auditing provisions.
10. Addresses, telephone numbers, and email addresses for all parties to receive notices and methods of acceptable notices.
11. Miscellaneous provisions regarding assignment, merger, applicable state law and venue, sovereign immunity, and modifications.

The Purchasing Department shall forward the draft contract, lease or agreement to the requesting Department for review and to the County Attorney and Risk Management Office for approval. After receipt of a completed and signed Contract Tracking Document and award of the contract, lease, or agreement, if necessary, the Purchasing Department will forward the contract, lease, or agreement to the other party for execution.

FEDERAL PROCUREMENTS

1. When property or services are procured using funds derived from a Federal grant or agreement (whether direct to the County or “pass-through” from another entity such as the State), the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Sections 200.313 and 200.317 through 200.327. All procurements must be conducted in a manner that provides full and open competition. Micro-purchases of \$10,000 or less, do not require competition or a cost/price analysis provided the County considers the price reasonable. Small purchases, \$10,000 to \$150,000, require price and rate quotes from an adequate number of qualified sources. Sealed bids, competitive proposals and noncompetitive proposals may be used pursuant to the requirements of 2 C.F.R. Section 200.320.
2. It is the responsibility of the requesting Department to notify Purchasing whether federal funds will be used on any particular project and of any special conditions that are imposed upon the County through such federal funding.
3. The County shall use the same procedures as otherwise contained in this Procurement Manual to the extent that they do not conflict with the Federal procurement standards. The requirements of 2 C.F.R. Sections 200.313 and 200.317 through 200.327 will apply in the case of a conflict. Applicable Davis-Bacon wage determinations shall be submitted by the requesting department together with technical specifications. Departments should ensure that Federal grant requirements do not prohibit the use of previously-awarded vendors. The following additional procedures shall apply:
 - A. Equipment. Management and disposition of equipment purchased with funds deriving from Federal grants shall be in accordance with 2 C.F.R. Section 200.313. All property acquired must be used for federally authorized purposes until project funding ceases or until the property is no longer needed for the project, and shall not be encumbered without approval of the federal awarding agency. Property will be managed and disposed of as follows:
 - 1) Property records will be maintained that include a description of all federally funded equipment, a serial number, the source of funding including the FAIN, record of title, the date of acquisition, the cost, the percentage of Federal participation in the purchase, the property location, use and condition, and the ultimate disposition of the property.
 - 2) A physical inventory of the property will be taken and the results reconciled once every two (2) years.
 - 3) The County’s existing and customary property control system will be utilized to ensure against loss, damage or theft.
 - 4) Property authorized for sale shall be sold in a manner ensuring the highest possible return.
 - 5) Surplus property no longer needed for its original purpose may be used for other federally supported activities.

- 6) The County may sell or otherwise dispose of federally funded equipment with a current fair market value under \$5,000 in accordance with its customary surplus property processes.
- 7) The County will request permission from the Federal granting entity prior to disposal of equipment with a current fair market value over \$5,000.

B. Conflicts of Interest.

All County employees and officers are subject to the provisions of the Code of Ethics for Public Officers and Employees (Sections 112.311, Florida Statutes); Division 3, Bay County Procurement Code; the Conflict of Interest provisions in this Manual and the provisions governing Federal conflicts of interest outlined herein.

For Federal procurements, no employee, officer, or agent of the County may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated above has a financial or other interest in, or a tangible personal benefit from a firm considered for a contract. Except as limited by County Policy 3.25, officers, employees, and agents of the County may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Any potential conflicts of interest must be disclosed, in a timely manner and in writing, to the Federal awarding or pass-through agency. The assigned Grant Coordinator for the federally funded project is responsible for making this disclosure. Please see the Grants Administration handbook, 1st Edition, Version 1.0 and County Policy 3.25 – Conflict of Interest.

In addition to the penalties provided in the Florida Statutes, a violation of any provision of the Code of Ethics for Public Officers and Employees; County Policy 3.25; or this section, may subject an employee to disciplinary action up to and including discharge from employment.

C. Suspension and Debarment. The County is subject to the debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

The County may not enter into an agreement for property or services with an entity or person who has been disqualified (suspended or debarred) from participation in Federal programs or activities, unless the Federal granting agency grants an exception.

The County shall take reasonable steps to determine whether any vendor, contractor or consultant is or has been excluded or disqualified from participating in such transaction. Prior to awarding any bid, the Grants Coordinator shall check with SAM.gov to ensure that the bidder or subcontractors, if applicable, are not disbarred or suspended from working with federally funded contracts.

The County shall include a provision in all agreements requiring contractors, vendors or consultants to comply with Part 180 when entering into covered transactions with subcontractors, sub-vendors and subconsultants, etc.

The County shall comply with all reporting requirements as mandated by the Federal granting agency.

- D. Settlement of Procurement and Contract Disputes. Any person or entity wishing to dispute the award of a bid, acceptance of a proposal, other procurement of property or services, or the application or interpretation of a contract or agreement relating to property or services procured using Federal grant funds shall submit all relevant information to the Chief Procurement Officer. Protested awards shall follow procedures set forth in Bay County Procurement Code, Division 3, Sec. 2-114. For all other disputes, the Chief Procurement Officer shall review all information presented and shall conduct such further investigation as he or she deems appropriate under the circumstances. After review of all relevant information, the Chief Procurement Officer shall render a decision concerning the dispute, which decision shall be the final decision of the County. Persons not satisfied with the decision of the Chief Procurement Officer, may proceed in accordance with Florida law.
- E. Geographic Preference. Geographic Preference will not be used in the evaluation of bids or proposals relating to procurements deriving from Federal grant funding, unless otherwise provided for in any specific grant agreement.
- F. Minority- and Women-Owned Business Enterprises. Bay County does not discriminate on any basis within its procurement and contracting process, and encourages the participation of minority- and women-owned business enterprises (collectively, "MBEs"). Within the limits of the Federal Constitution, the County will consider the firm's status as an MBE or a certified MBE, and also the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process. Interested MBEs and certified MBEs are encouraged to respond.
- G. The County will take constitutionally-permissible affirmative steps to assure that minority- and women- owned businesses are used whenever possible. These steps include, but are not limited to:
 - 1) Placing qualified small, minority- and women-owned businesses on solicitation lists;
 - 2) Assuring that small, minority- and women-owned businesses are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, women- and minority-owned businesses;
 - 4) Establishing delivery schedules, where requirements permit, which encourage participation by small, women- and minority-owned businesses;
 - 5) Using the services and assistance, as appropriate, of organizations such as the Small Business Administration, the Minority Business

Development Agency of the Department of Commerce and the Florida Office of Supplier Diversity; and

- 6) Requiring the prime contractor, if subcontracts are to be let, to take these same affirmative steps in the administration of its related contracts.
4. Procurement of Recovered Materials. The County shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, when procuring goods funded through Federal grant funding. Whenever feasible, the County will procure items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. The County will procure solid waste management services in a manner that maximizes energy and resource recovery. The County will maintain an affirmative preference program for procurement of recovered materials identified in the EPA guidelines. The County may consider the Minimum Content Standard, the Case-by-Case Standard, or a substantially equivalent standard, as set forth in RCRA Section 6002(i)(3), as appropriate to any situation. The County may utilize the assistance of EPA Product Resource Guides located at <http://www3.epa.gov/epawaste/consERVE/tools/cpg/resources.htm> for all product categories for all covered procurements.
 5. Contract Cost and Price. For every procurement in excess of \$150,000, including contract modifications or change orders greater than \$150,000, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the contractor, the contractor's investment, the amount of subcontracting necessary, the quality of the contractor's record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit may not be used.
 6. A review of proposed procurements shall be conducted to avoid purchase of unnecessary or duplicative items and to ensure an economic purchase. This may include breaking out or combining purchases, or using annual contracts and performing a lease versus buy analyses to ensure the most economical approach.
 7. Contract Provisions. All contracts or Purchase Orders must contain the applicable provisions required pursuant to Section 200.327 and Appendix II to Part 200 of the Code of Federal Regulations. These include, but are not limited to:
 - A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#) must address legal remedies in instances

- where contractors violate or breach contract terms, and provide for sanctions and penalties as appropriate;
- B. Contracts in excess of \$10,000 must address termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement;
 - C. All contracts must include the Equal Employment Opportunity clause as provided in Appendix II;
 - D. When required, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act, as supplemented, requiring contractors to pay laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination issued by the U.S. Department of Labor, which determination must be included with all solicitations;
 - E. Where applicable, all contracts in excess of \$100,000 that involve mechanics or laborers must include a provision for compliance with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708;
 - F. Where applicable, a clause requiring compliance with the Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, 37 C.F.. Part 401;
 - G. Contracts in excess of \$150,000 must require compliance with the Clean Air Act and Federal Water Pollution Control Act and associated regulations;
 - H. Contracts must include requirements concerning mandatory standards relating to energy efficiency as contained in Florida's Energy Conservation Plan;
 - I. Contracts must include requirements that a contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM);
 - J. For contracts in excess of \$100,000, requirements for compliance with the Byrd Anti-Lobbying Amendment;
 - K. Contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") stating that each contractor or subrecipient must be prohibited from including, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled; Contracts for federally funded projects must include clauses required by Federal statutes and executive orders and their implementing regulations, including the provisions listed in Appendix II to 2 C.F.R. Part 200 – Contract Provisions for Non-Federal Contracts under Federal Awards.
 - M. Contracts must include a provision for compliance with 2 C.F.R. Part 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- N. Contracts must include a provision for compliance with 2 C.F.R. Part 200.322 Domestic preferences for procurements.
- O. Section 3 Business status can be used at any level but is mandatory once funding reaches \$200K whether fully or partially funded with HUD funds. Section 3 Business status will be retained for the duration of the project or not to exceed five years from construction start date of project.

INSURANCE REQUIREMENTS

The Chief Risk Officer shall review all contracts for recurring purchases of goods and services, for goods and services over \$5,000, and otherwise as requested by the Chief Procurement Officer. The Chief Risk Officer shall determine what insurance and conditions will be provided based on the type of goods or services to be procured. Generally, any of the following insurance requirements may be included in a contract:

1. Hold Harmless and Indemnification Agreement
2. Loss Control Provisions
3. Drug Free Work Place Requirements: It is the policy of the Board to provide a Drug-Free Workplace for all County employees. To that extent, all individuals or organizations desiring to do business with the County are required to have a substance abuse policy subject to the same rules of conduct and tests as the employees of the Bay County Commission.
4. General, Automobile and Excess or Umbrella Liability Coverage
5. General Liability Coverage
6. Products/Completed Operations
7. Business Auto Liability Coverage
8. Excess or Umbrella Liability Coverage
9. Property Coverage for Leases
10. Commercial General Liability Increased General Aggregate Limit
11. Liquor Liability
12. Owners Protective Liability Coverage
13. Builders Risk Coverage
14. Installation Floater Coverage
15. Motor Truck Cargo Coverage
16. Contractor's Equipment Coverage
17. Fidelity/Dishonesty Coverage
18. Garage Liability Coverage
19. Garage keepers Coverage
20. Watercraft Liability Coverage
21. Aircraft Liability Coverage
22. Pollution/Environmental Impairment Liability Coverage
23. United States Longshoremen and Harbor workers Act Coverage
24. Jones Act Coverage Endorsement
25. Professional Liability, Malpractice and/or Errors or Omissions

FLORIDA PROMPT PAYMENT ACT

Payment for all purchases by the County shall be made in a timely manner in accordance with the provisions of the "Local Government Prompt Payment Act," sections 218.70 – 218.79, Florida Statutes.

INVOICES

1. An invoice submitted to the Clerk's Finance Office for payment shall qualify for payment when the following conditions are met:
 - A. The invoice is accompanied by the yellow copy of the Purchase Order, acknowledging the receipt of goods or services, or the white copy of the purchase requisition that is signed and dated by the Chief Procurement Officer and individual with appropriate level of authority that coincides with the monetary amount of the goods or services; or, the contract number shall be referenced on the invoice and signed by the appropriate authority level.
 - B. In the event of a partial shipment, a photocopy of the Purchase Order, purchase requisition, or schedule of values or deliverables indicating the item(s) received may be forwarded to the Clerk's Finance Office as long as it has been signed and dated by the appropriate authority level.
 - C. In the event of a blanket Purchase Order, a photocopy of the Purchase Order may be submitted to the Clerk's Finance Office for each occurrence that payment is required against the Purchase Order prior to final payment. The yellow copy of the Purchase Order must accompany the final invoice when forwarded to the Clerk's Finance Office for payment.
 - D. The invoice is an exception or exemption as referenced in the Procurement Manual.
 - E. Advance payment of an invoice for goods or services shall first be submitted for approval by the Purchasing Department. Invoice shall be accompanied by supporting justification. Criteria for approval shall include one of the following:
 - (1) Advance payment will result in a savings to the County which is equal to or greater than the amount the County would earn by investing the funds and paying in arrears.
 - (2) The goods or services are essential to the operation of the County and are available only if advance payment is made.
2. A change order will be processed to correct any discrepancies between the monetary amount on the invoice and the monetary amount of the processed Purchase Order or contract, according to guidelines in the Procurement Manual.

DIRECT PURCHASE

The county may elect to purchase materials and equipment included in any contractor's bid for a portion of the work directly from the supplier of such materials or equipment in order to achieve sales tax savings. Direct purchase language should be included in the solicitation documents if it may be applicable to the project.

The contractor shall submit to the county a list of materials and equipment appropriate for consideration by owner as direct purchase materials. If the county elects to purchase any direct purchase materials, the contractor shall promptly furnish to the county, at least seven days prior to the date such direct purchase materials must be ordered, a written cost estimate to purchase the approved direct purchase materials. Upon the county's receipt of the estimate and supporting materials, the county will review the same and, if approved, issue a certificate of entitlement along with a purchase order directly to the supplier of the applicable direct purchase material, with delivery F.O.B. project site. A deductive change order will be issued to the project to account for direct purchases.

RECOGNITION AND HOSPITALITY

Food, to include water and beverages, may be purchased with an explanation of the public purpose. Food purchased for staff breaks, staff meetings, birthdays, retirement celebrations, holidays or other non-county sponsored events is not allowed.

Payment for approved food and beverage purchases made from County funds shall be budgeted, reasonable, allowable, and serve a public purpose. Approved food purchases are:

- County sponsored special events
- Coffee and incidentals (no individual servings, no specialty products)
- Water
- Gatorade
- Emergency response situations
- Other requests approved by the budget process
- Other requests as pre-approved in writing by the County Manager

All food purchased with a county p-card is required to have a detailed description of the purchase on the report submitted to finance indicating the function, location, and public purpose of the purchase.

This policy does not apply to reimbursement or provision of meals and refreshments to employees or authorized individuals while the employee or individual is on travel status by an approved travel authorization form. Reimbursement of expenses incurred while traveling/training are addressed in the County travel/training policy.