BAKER COUNTY
BOARD OF COUNTY COMMISSIONERS

PURCHASING POLICIES AND PROCEDURES MANUAL

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INTRODUCTION

The Baker County Board of County Commissioners (BOCC) identifies the County Manager as the Purchasing Agent responsible for coordinating the entire County's purchasing efforts. The County Manager may designate purchasing authority to the Board Secretary, Clerk of the Court, or Finance Director at his/her sole discretion. The Clerk of the Court's designated Finance Director (Finance Department) supports the Purchasing Agent in promoting efficiency, economy, and fair and open competition. These efforts reduce the appearance or opportunity for favoritism or impropriety, and inspire public confidence that purchase orders and contracts are awarded equitably. It is essential for effective and ethical procurement to have a system of uniform procedures, utilized by all personnel, that establishes basic guidelines and procedures regulating procurement activities, contract management, and the resulting distribution of funds. The foremost objective of the BOCC is for departments to abide by, uphold, and adhere to the Purchasing Policies and Procedures and to guard against the misuse or misinterpretation of the procedures.

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) with the review and concurrence of the County Manager.

CODE OF ETHICS AND CONDUCT

The County believes in the dignity of its employees and the value of the services rendered by their governmental agency. The County strives to maintain high standards of ethics and conduct.

Public purchasing officials are required to maintain complete independence and impartiality when dealing with vendors, both in fact and in appearance, in order to preserve the integrity of the competitive process and to ensure public confidence that purchase orders and contracts are awarded equitably and economically.

Chapter 112, Part III, Florida Statutes, Code of Ethics for Public Officers and Employees governs ethics and conduct relative to purchasing and is included by reference in the Purchasing Policies and Procedures.

DUTIES AND RESPONSIBILITIES

County Manager and the Finance Department

I. The County Manager is responsible for developing and administering the purchasing program for the BOCC.

II. The Finance Department will assist BOCC operations in the procurement of goods and services.

III. The Finance Department reviews all purchases and invoices for adherence to policies and procedures, proper accounting, and overall quality of supporting documentation.

IV. The Finance Department has full authority to question the quality, quantity, and kind of items requested for purchase in order that the best interests of the County may be served.

County Departments

I. County departments are responsible for following the Purchasing Policies and Procedures.

II. County departments are responsible for determining that sufficient budget funds are available for all expenditures.

III. County departments are responsible for timely review and approval of all invoices prior to submission to the Finance Department.

GENERAL PURCHASING POLICIES

I. It is the intent of the BOCC to provide all vendors, (with the exception of those on the Florida Department of Management Services Convicted Vendor List, per Section 287.133(3)(d), Florida Statutes) with a fair and impartial opportunity in which to compete for the BOCC's business. Vendor preferences will be awarded only as stated within these policies and procedures.

II. County staff shall not issue any payment(s) or contract(s) to any vendors currently involved in litigation or arbitration with Baker County until such time as a satisfactory resolution is reached with such vendors; however, the BOCC may, in its sole discretion, award payment(s) or contract(s) to such vendors.

III. Payments for purchases made in the current fiscal year must be allocated to the current fiscal year's financial records so long as delivery of the goods or performance of the services is completed prior to the end of the fiscal year, October 1st of every year.

IV. It is the responsibility of the department that was awarded any grant funding to identify and to transmit to Finance Department any special purchasing requirements or provisions and to ensure that the requirements are followed.

V. Section 112.313, Florida Statute, Prohibits public officers and employees from accepting gifts at any time, other than advertising novelties. Employees must remain impartial to all suppliers and shall not conduct any BOCC transactions from which they may personally benefit.

VI. All procurement records shall be retained and disposed of by the County in accordance with the records retention guidelines and schedules established by the State of Florida.

VII. It shall be a violation of the Purchasing Policies and Procedures for any officer, employee, or agent of the BOCC to order the purchase of any goods (materials, supplies, or equipment) or professional or contractual services, or to make any contract contrary to the provisions of this manual, and the BOCC shall not be bound thereby.

VIII. Purchases, orders, or contracts that are subdivided to circumvent the Purchasing Policies and Procedures shall be considered <u>unauthorized</u> purchases.

BIDDING REQUIREMENTS

Dollar Levels	Authorized Approvers	Documentation Requirements
$.01 – $1,000	Department Head (or his/her designee)	One quote
$1,000.01 - $3,000	Department Head (or his/her designee)	Two written quotes
$3,000.01 - $7,500	County Manager	Three written quotes
Over $7,500	BOCC	Competitive formal solicitation is required; or Exception to formal solicitation.
Small Construction- Less than $200,000	BOCC if over $7,500	Three written quotes
Large Construction - Over $200,000	BOCC	Competitive formal solicitation is required

The BOCC is tax exempt for payment of sales and local use tax. All purchase orders issued must ensure that no tax is charged.

Authorization and Documentation Exceptions

Emergency Purchases - In a emergency declared by the BOCC, authorization to contract for $0.01-10,000 is granted to the County Manager or his/her designee with the provision that it will be brought to the attention of the BOCC at their next regularly scheduled meeting for ratification. This authority will be limited to $10,000; any requirements above that level will be considered by the BOCC at a special called meeting or regular meeting. An emergency purchase must meet the definition of "emergency" as defined in this manual.

"On-call" contracts - If an "on-call" contract is being utilized, three quotes will not be required. If more than one vendor has been awarded the "on-call" contract for the same type of work, quotes from all "on-call" contractors will be required.

Quote and bidding exemptions - Sole source purchases, purchases of standardized equipment, and purchases of goods for product testing are exempt from the three-quote requirement and competitive bidding requirements, provided the purchases have been pre-approved by the County Manager. See each respective section within these policies and procedures for details.

TYPES OF FORMAL SOLICITATIONS

There are four different types of formal solicitations which include Invitations to Bid (ITBs), Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and Requests for Information (RFIs). The formal solicitations generally require similar procedures:

An **Invitation to Bid (ITB)** is a written solicitation for competitive sealed bids containing the title, bid due date, and hour of the public bid opening. ITB specifically defines the goods or services for which bids are sought. ITBs must specify the requirements clearly, accurately, and completely. Unnecessarily restrictive specifications or requirements that might unduly limit the number of bidders are prohibited. The County Manager is ultimately responsible for approving the specifications before going to bid. ITB specifications should contain the following elements in addition to any special rules or other forms or notices required by the BOCC or Florida Statutes:

I. Physical, chemical, or electrical description of the item to be purchased.

II. Dimensions, tolerance, and performance expected.

III. Reference to a sample, if any, as an example of the quality expectations. Be careful to avoid identifying a specific brand or manufacturer.

IV. Specifications must clearly identify the quantity or estimated quantity to be furnished by the vendor.

V. Time and place of delivery should be included in specifications if possible. If the vendor cannot deliver within a specified time period, specifications should be written which allow the BOCC to cancel the bid and select the next lowest vendor.

VI. If alternative bids are to be considered, all details must be included in the specifications.

VII. Bid price requiring a "net delivered price" or "no separate charges for delivery" or other hidden cost.

VIII. Official bid sheet and sample contract documents are to be included in the bid package.

IX. If trade-in(s) are involved, the appropriate information must be included in the bid package.

ITB Procedures:

- County will advertise the ITB twice in a local newspaper of general circulation for at least two consecutive weeks.
- Advertisement may also be made in professional or trade publications as determined by the County.
- Federally funded projects will be advertised at a minimum of three (3) weeks.

The ITB responses will be due and opened not less than thirty (30) days after the first public advertisement. If advertising in a professional or trade publication then the due date and opening shall be not less than thirty (30) days after the publication officially is circulated.

All ITBs shall be awarded to the lowest priced responsible/responsive bidder.

A response, or lack thereof, to an ITB does not qualify or disqualify a vendor nor give future advantage to a vendor.

A **Request for Proposal (RFP)** is a written solicitation for competitive sealed proposals containing the title, proposal due date, and hour of the public opening. The RFP is used when the agency is incapable of specifically defining the scope of work for which the goods or service is required and that a qualified vendor propose goods or services to meet the specifications of the solicitation document.

RFPs shall state the relative importance of price. All RFPs shall be awarded to the highest scored responsible/responsive vendor. RFP specifications shall include any of the following:

I. General information
II. Applicable laws and rules
III. Functional or general specifications
IV. Statement of work
V. Proposal instructions
VI. License requirements
VII. Evaluation criteria
VIII. Details regarding the goods or services required
IX. Pre-bid conference
X. Contract
XI. Bonds (if appropriate),
XII. BOCC insurance requirements,
XIII. Special rules, and any other forms or notices required by the BOCC or Florida statutes.

RFP Procedures:

- The County will advertise the RFP twice in a local newspaper of general circulation for at least two consecutive weeks.
- Advertisement may also be made in professional or trade publications as determined by the County.
- Federally funded projects will be advertised at a minimum of three (3) weeks.

The RFP responses will be due and opened not less than thirty (30) days after the first public advertisement. If advertising in a professional or trade publication then the due date and opening shall be not less than thirty (30) days after the publication officially is circulated.

A response, or lack thereof, to an RFP does not qualify or disqualify a vendor nor give future advantage to a vendor.

A **Request for Qualifications (RFQ)** is a procurement approach which places greater emphasis on the actual qualifications and licensure of the potential contractor, his or her track record, rather than how well the potential contractor responds to detailed project specifications and requirements. All RFQs shall be awarded to the highest scored responsible/responsive vendor. A RFQ is used when goods and services are expected to be required from time to time throughout the course of the year or other specific time frame (e.g. grant period); the BOCC is unable to accurately define ahead of time the specific quantities of goods and services expected; the BOCC is unable to compile detail specifications or detail specifications are not appropriate; and the services are not a professional service as defined by Section 287.055, Florida Statutes.

RFQ specifications should include descriptions of the goods or services required, the duration of the expected requirement, the vendor qualification criteria, bonds, contracts, and pre-proposal conference, BOCC insurance requirements, special rules, and any other forms or notices required by the BOCC or Florida Statutes. The services for which this procedure can be used include, but are not limited to, the following:

I. Medical services - medicine, psychiatry, dental, hospital and other health fields;

II. Financial services - bond counsel, rating and underwriting, financial advisor, and investment services;

III. Appraisal services - real and personal property appraiser;

IV. Consultants - planning, management, or scientific advisors; and

V. Construction contractor services - general, builder, or residential.

VI. Federally funded projects are subject to The Brooks Act: Federal Government Selection of Architects and Engineers, in accordance with Public Law 92-582 related to professional services as described in the Formal Solicitations for Professional Services section of this manual

RFQ Procedures:

- The County will advertise the RFQ twice in a local newspaper of general circulation for at least two consecutive weeks.
- Advertisement may also be made in professional or trade publications as determined by the County.
- Federally funded projects will be advertised at a minimum of three (3) weeks.

The RFQ responses will be due and opened not less than thirty (30) days after the first public advertisement. If advertising in a professional or trade publication then the due date and opening shall be not less than thirty (30) days after the publication officially is circulated.

A response, or lack thereof, to an RFQ does not qualify or disqualify a vendor nor give future advantage to a vendor.

A **Request for Information (RFI)**, while not a procurement category, is an important tool used to increase knowledge about goods or services and their availability and capability. A RFI should be used when the department is not knowledgeable about the current good or service and wants to be educated on any "state-of-the-art" services or equipment within the subject area. An RFI cannot be awarded; it's simply used to gather information to develop a more detailed specification or to determine budgetary prices.

Request for Information (RFI) Procedures

County will issue a RFI based on the department's request which shall provide:

I. a description of the good, service, or a narrative of the end goal that is desired by the division/department,

II. any recommended specifications that may be available, and

III. identification of possible vendors.

RFI Procedures:

- The County will advertise the RFI twice in a local newspaper of general circulation for at least two consecutive weeks.
- Advertisement may also be made in professional or trade publications as determined by the County.

CONSTRUCTION BIDS

Small Construction Projects

For the purpose of this procedure, “small projects” shall mean those construction projects to construct or improve a public building, structure, or other public construction works that are estimated to have construction costs not more than $200,000

The BOCC shall automatically waive all other quotation and bidding procedures for small construction projects.

Local preference will be considered, exception federally funded projects.

Architect/ Engineer - The County may use the services of an architect/engineer, or may utilize other services as appropriate to develop, if needed, the project plans and specifications and construction schedules.

Qualification of Contractors - The County shall take steps to assure that responsible contractors perform construction and subcontractors found to be satisfactory to the County. The Contractors shall be subject to be able to prove their financial ability to carry on the work until first such time as he receives his first payment, and to finance the work between payments until the contract is completed and accepted.

Quotes - When available, a minimum of three qualified Subcontractors or suppliers shall be invited to submit a verbal or written quotation for each division of the project. (All quotes in excess of seven thousand five hundred dollars ($7,500) shall be followed by a written quote.)

Quote Evaluation and Award - The Purchasing Agent will prepare a quote tabulation. The County reserves the right to negotiate with the lowest responsible and qualified bidder for each bid to reach the best possible price for the work to be performed. The County may, at its sole option reject any and/or all quotes. Rejected quotes may lead to the following action:

- Re-quote original scope
- Revise scope and re-quote
- Sole source negotiations

Once the County has made a determination of a selected contractor, subcontractor or supplier, the County will present the bid results to the BOCC for award if over $7,500.

County Project Manager - The County shall appoint a Project Manager to administer the project on behalf of the County. The Project Manager may be a regular County employee or may be an individual or firm retained on a contractual basis.

Financial Records - The County shall keep detailed financial records on all small projects performed or administered on a “self administered” basis. The records shall fully track the actual expenditure made with the budget established for the project.

All purchasing conducted for small projects shall be conducted without favor or prejudice to any party. In all solicitations, communications and evaluations, the highest standard of professionalism and integrity shall be maintained to promote fair and equitable treatment of all persons involved in the procurement conducted for these projects.

Large Construction Projects

I. Large construction bids in excess of $200,000 shall comply with the formal bid procedures as described in this manual. Additional requirements listed below may also apply:

II. Surety Bond - In accordance with Section 337.17, Florida Statutes, a surety bond is required for a construction contract when the minimum bid is more than $150,000, which shall not exceed 10%. The BOCC requires each construction contract Surety Bond to be in the amount of 5% of the total contract price.

III. Payment and Performance Bond - In accordance with Section 255.05, Florida Statute, a payment and performance bond is required in the amount of 100% of contract price when the minimum bid is more than $200,000 for constructing public buildings. Qualification of contractors must comply with provincial, state, and local guidelines.

   a. If the project is less than $200,000 and requires a Payment and Performance Bond, it will be stated in the specifications. These bonds will be maintained and currency validated by the Department. Awardees will provide all applicable certifications/licensing requirements during the bid process.

IV. All contractors bidding on road projects are required to be pre-qualified with the Florida Department of Transportation and with the Baker County Public Road Department as a pre-requisite to the bid on BOCC road projects.

V. Warranty Clauses -

All facilities/infrastructure projects will require at least a one-year warranty period from the date of substantial completion for the project, or subset, to the end of the warranty. Special goods or equipment such as HVAC, generators, etc., will carry the normal manufacturer's warranty, in addition to the one year for installation. In general, warranties will be required as per the AIA Contract Document, A201-007, or most current equivalent.

All road and other horizontal projects will require at least a two-year warranty period from the date of substantial completion. In certain instances, up to a five (5) year warranty will be required when using new technologies or materials.

Large Construction Bid Procedures:

- If the project is more than $200,000, the County will advertise the construction bid once in a local newspaper of general circulation at least 21 days prior to the bid opening, and at least 5 days prior to any pre-bid conference.
- Advertisement may also be made in professional or trade publications as determined by the County.
- Federally funded projects will be advertised at a minimum of three (3) weeks.

EXCEPTIONS TO FORMAL BID SOLICITATIONS

The requirement for competitive bidding procedures is waived for the purchase of, however BOCC award is required if it exceeds $7,500:

I. Books, periodicals, software, printed materials, artwork, photographs, film, film strips, video tapes, disk or tape recordings or similar material where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent with the State, a governmental agency, or a recognized educational institute.

II. Repairs to existing equipment may be exempted from the competitive bidding requirements. The affected Department Head or designee shall solicit and evaluate quotations, and make a recommendation for award. Finance Department shall review the quotations and provide a recommendation to the County Manager for awarding the bid. Formal competitive bidding procedures may apply at the discretion of the County Manager.

III. Goods or services from established State of Florida, PRIDE, SNAPS, SPURS, RESPECT, NJPA, government pricing, federal general services administration contracts and other contracts competitively bid by government entities. (Cooperative or piggyback purchases). If the purchase exceeds $7,500 and is included in a County budgetary line item, the County Manager may approve the purchase.

IV. Purchase, lease, or rental of real property except to the extent required by State law, abstracts of titles for real property, title insurance for real property.

V. All purchases of used equipment having a value of twenty thousand dollars ($20,000) or less and shall be supported by one (1) independent appraisal report. All purchases of used equipment having a value greater than twenty thousand dollars ($20,000) shall be supported by two (2) independent appraisal reports

VI. Goods, professional services, and contractual services from a single source upon justification by the Department Head and approval of the County Manager. Justification shall state the conditions and circumstances requiring the sole source purchase.

VII. Services of a professional nature, including engineering, architectural, land surveying, and landscape architectural services which are controlled by Section 287.055, Florida Statutes, and medical or legal services. Other services of a professional nature, whose estimated cost does not exceed ten thousand dollars ($10,000), are also exempt.

VIII. Public utility services.

IX. Goods where compatibility of equipment or standardization of goods or services, accessories, or replacement parts permits only one reasonable supply source.

X. Grants (direct payment to the granting agency) and social services (e.g., burials and indigent patient services).

XI. Advertisements, postage, legal services, expert witnesses, court reporter services.

XII. Dues and memberships in trade or professional organizations, fees and costs of job-related seminars, training, and travel.

XIII. Artists, music ensembles, bands and other entertainment providers.

XIV. Animals.

XV. Emergency purchases.

XVI. Other goods or services as determined by the County Manager.

FORMAL SOLICITATION PROCEDURES- GENERAL

I. All ITBs and RFPs should include the following solicitation provisions:

1. The BOCC reserves the right to accept or reject any and all bids/proposals in whole or in part, to waive informalities in the bidding/proposal documents, to obtain new bids/proposals, or to postpone the bid/proposal opening pursuant to the Purchasing Policies and Procedures. Contracts shall not be awarded to contractors, firms, and/or any agency that could be deemed as a conflict of interest in accordance with Section 112.3135, Florida Statutes. The BOCC reserves the right to reject any contract.
2. Bids/proposals shall be valid for a period of ninety (90) days after the date of the bid/proposal opening.
3. All bids/proposals must include a signed and notarized Public Statement Sworn on Public Entity Crime Form (a sample form is included as an exhibit).
4. The number, duration, and condition of any intended renewal periods.
5. If predictable, an estimated time for bid/proposal award.
6. The basis for award.
7. Procedures to award when tie bids/proposals are received.

II. The requesting department will formulate specifications using guidelines described in this manual for ITBs, RFPs, or RFQs.

III. The requesting department shall determine if a pre-proposal or pre-bid meeting is required. If it is determined to be required, they must be identified in the solicitation as being “mandatory”.

IV. The requesting department shall forward the bid specifications to the County Manager for approval. Upon approval, the County will begin the bidding process.

V. The County will advertise the request for formal solicitation in a newspaper of general circulation, in compliance with 255.0525, Florida Statutes.

a. Advertisements should identify the type of work involved, indicate where the work is to be accomplished, how long to post, and specify the date, time, and place for receiving bids. The advertisement may indicate the kind of security required of bidders; how many copies of documents can be obtained; and the right of the agency to reject any or all proposals, to waive informalities in formal solicitations submitted by bidders, and to accept the proposal that, in the opinion of the governing body, is in the best interest of the citizens.

b. ITBs, RFPs, and RFQs will be published once per week for two consecutive weeks with the due date not less than thirty (30) days following the advertisement. All federally funded projects will be advertised at a minimum of three (3) weeks.

c. The solicitation will also be posted on the County’s website and through its electronic bid advertising service, Demandstar.

Formal solicitations will be opened at a public meeting in accordance with Section 119.071, Florida Statutes and Section 255.0518, Florida Statutes by a County representative. All public meetings will allow for a public forum per Section 286.0114, Florida Statutes. Formal solicitations for federally funded projects will be announced and read aloud, any bid received and not read aloud shall have the name of the bidder and the reason for not reading the bid aloud and publically announced at the meeting.

a. A representative from County Administration will attend the formal solicitation opening along with one other BOCC employee.

b. The formal solicitations can be opened in alphabetical order, by chance, time received, or at the discretion of the County representative.

c. Once formal solicitations are opened, the contents of the envelope should be checked to determine that all required documents are enclosed. If required items are missing, a notation is made.

d. The County representative will read the dollar amount of the formal solicitation and any conditions for alternatives specified in the formal solicitation.

e. If only one bid is received for the formal solicitation, County administration staff will announce that only one bid was received and will not open the envelope at this time; but will be present the sealed envelope to the Board of County Commissioners at their next regular meeting. At this meeting, the BOCC may choose to open and award the bid, reject the bid, re-bid the project, or cancel the bid.

VI. Members of the Selection Committee shall individually rank and review the proposals according to the Selection Committee Policies and Procedures section of this manual. If possible, the Committee shall select a vendor for recommendation based on the predetermined criteria and recommend award to the County Manager.

VII. If no formal solicitations are received then the project will be considered cancelled and the County Manager as well as the BOCC will be notified and receive direction on how to proceed per the need of the project.

IX. Bid Ties - If two formal solicitations received are for the same total amount or unit price, quality and service being equal, the contract or purchase shall be awarded to the resident bidder, if applicable. For formal solicitation ties among all resident bidders or all non-resident bidders, the County Manager shall determine which bid shall be selected by the flip of coin.

X. Finance Department will verify that adequate budgeted appropriations are available for the purchase. Finance Department will submit the recommendation to the County Manager for placement of the item on the agenda and post the name of the recommended award on the website.

XI. BOCC awards the Bid/RFP.

XII. A Notice of Award and contract (if applicable) will be sent to the successful bidder or proposer and, following receipt and approval of the insurance, bonds, and other required documentation, the authorized official will execute the notice to proceed.

FORMAL SOLICITATION PROCEDURES FOR PROFESSIONAL SERVICES

Section 287.055, Florida Statutes, references the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services exceeding ten thousand dollars ($10,000).

Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice must be processed through competitive bid. Additionally, a legal ad must be published **twice** during that timeframe in a local newspaper.

The Board of County Commissioners, to avoid creating a conflict of interest, shall prohibit professional service firms from representing opposing sides of an issue under consideration.

Because price differentials may only be a minor consideration compared to the quality of the professional's work, the following types of professional services will be acquired through competitive negotiations:

I. Legal services - attorneys and legal professionals;

II. Accounting services (not including auditors); and

III. Architecture, professional engineering, landscape architecture, or a registered land surveying as defined by Section 287.055, Florida Statutes;

IV. Audit services (be procured pursuant to Section 218.391, Florida Statute).

Competitive Negotiation Procedures

I. The department shall submit to the County Manager a complete RFP or RFI describing the services required, bonds, contracts, pre-proposal conference, insurance, etc., in an electronic format.

II. Written criteria shall be stated in the RFP setting a uniform evaluation process for all proposals. Criteria shall include, but not be limited to, the ability of the firm's proposed professional personnel; whether a firm is a certified minority business enterprise; past performance of the firm on similar projects; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm.

III. After the RFP/RFI opening, the Selection Committee shall proceed pursuant to Section 287.055(3), Florida Statutes.

IV. However, for legal services or accounting services, the Selection Committee may proceed with ranking and negotiations at its discretion with less than three firms, if it deems this to be in the best interest of the BOCC.

SELECTION COMMITTEE POLICIES AND PROCEDURES

Submittals resulting from a formal ITB, RFP, RFQ, or RFI shall be evaluated by a Selection Committee. The Selection Committee's purpose is to review the bid/proposal to ensure that the proposal complies with the written specifications and to make recommendations on awards to the County Manager and the BOCC. The Selection Committee is made up of employees of the BOCC and generally consists of a minimum of two (2) members: the department director requesting the goods or services, and either the County Manager, Finance Director, or Board Secretary.

Required public notice(s) shall be given before any Selection Committee meeting. All notices shall be posted in clear public view and will be included in the ITB, RFP, RFQ, and/or RFI solicitations.

All Selection Committee meetings are open to the public per Sunshine Law requirements; however, the public may not participate in the evaluation process.

Any member of the Selection Committee members shall recuse themselves from the evaluation process if a conflict of interest exists between themselves and an employee or officer of the prospective bidder or proposer.

After the completion of formal solicitation evaluations, the Selection Committee shall recommend to the County Manager award to a specific vendor or reject all solicitations. Recommendations for award are posted on the website.

SOLE SOURCE PURCHASES

Purchases of goods or services exceeding $1,000, which are available from only one source, or sole brand, must be approved by the County Manager (or designee). A sole source is the only existing source of the item(s) that meet the need(s) of the requesting department as determined by a thorough analysis of the marketplace addressing all options. A request for a proprietary item does not justify sole source procurement if there is more than one potential vendor for the item. The requesting department may negotiate with a sole source supplier under the following circumstances:

I. The needed good or service is available from only one source/brand;

II. The good or service is wanted for experimental trial or testing;

III. Additional goods or services are needed to complete an ongoing task with the vendor;

IV. A good or service is purchased from, or a sale is made to, another unit of government;

V. The item is a component or replacement part for which there is no commercial distributor;

VI. Compatibility is the overriding consideration; or

VII. The item is a used item, which is subject to immediate sale.

PURCHASE ORDERS

The department forwards the quotes to the Finance department for review. The Finance department will review and issue a purchase order. Once the purchase order has been issued, the department may place the order.

Blanket Purchase Orders

Reoccurring purchases from the same vendor, which are easily predicted and measurable based on historical trending, may qualify for a blanket purchase order. Blanket purchase orders should be used in instances when there is a continuing need for small dollar goods or services and where it is not practical to establish a continuing contract for the good or service.

Once a blanket purchase order has been issued, normal invoice procedures will apply. Blanket purchase orders will be closed at the end of each fiscal year. Departments will be required to submit a new request for a blanket purchase order at the beginning of each fiscal year if it is needed.

Purchase Order Changes

A change to a purchase order requires a purchase order change order if a change is necessary to correct errors, omissions, discrepancies, and/or to make monetary increases. Purchase order change orders shall not be used to avoid ANY standard purchasing procedures established within the Purchasing Policies and Procedures.

A purchase order change order **is not** necessary when making a decrease or cancelling a purchase order. To decrease or cancel a purchase order, the requesting department must send an email to the Finance Department with the following information: purchase order number, current purchase order amount, decrease amount, new purchase order amount, and the reason for the decrease or cancellation.

Purchase Order Change Order Authorization

The BOCC must approve all purchase order change orders unless they fall into one of the following categories:

I. **Non-monetary change**
The County Manager can approve a purchase order change order when the purchase order change order is only changing a vendor's name, account number, or location address, no matter the dollar amount.

II. **Monetary change within the original contract amount**
The County Manager can approve a purchase order change order associated with an approved contract if the total purchase price (original purchase order plus all change orders) does not exceed the contracted amount.

III. **Monetary change where the total purchase price less than $7,500**
The County Manager can approve any non-contractual purchase order change order for a purchase order issued under $7,500 if the purchase order change order does not cause the total purchase price (original purchase order plus all change orders) to exceed $7,500

IV. **Monetary change where the total purchase price exceeds $7,500**

The County Manager shall present to the BOCC for approval any non-contractual change orders to the purchase order that causes the total purchase price to exceed $7,500.

PAYMENT AND INVOICE POLICY

There are certain expenditures for which the processing of a purchase order is unnecessary. The following payment requests should be sent to directly to the Finance Department:

1. Pre-approved Baker County employees' reimbursements, such as travel, footwear, and tuition reimbursements;
2. Employee expenses such as conference registrations, conference fees, and membership dues;
3. Monthly recurring operational bills;
4. Interdepartmental and Constitutional Officers' billing such as worker's compensation premiums and other insurance premiums;
5. Purchases made during the period of a declared emergency;
6. Payments of invoices $100 or less
7. Purchases made using a County credit card in compliance with the bids and quotes policy.
8. Bulk fuel;
9. Legal advertising;
10. Library books
11. Postage, FedEx and/or UPS invoices;
12. Refunds;
13. Reimbursements to citizens and Special Magistrates serving on County appointed boards and committees;
14. Recurring monthly intergovernmental disbursements.

Invoices

An invoice is acknowledging the receipt of goods or services. It is the responsibility of each department to inspect goods received for quality and to ensure proper quantities are received prior to submission of an invoice for payment.

The Florida Prompt Payment Act was passed by the legislature in special session, to ensure that vendors who provide goods and services will receive payment for those goods and services in a timely manner. Invoices that remain unpaid after forty-five (45) days are subject to an interest penalty payment at the rate of one percent (1%) per month that is accrued on unpaid balances. With respect to each past due payment, interest would cease to accrue after interest on the payment has accrued for twelve (12) months. The forty-five (45) day period begins from:

I. The date on which a proper invoice is received by the department; or

II. In those instances where a proper invoice is not received by the department:

   a. The date which the rental or lease period begins; or

   b. The date where the BOCC and the vendor agree to payment terms via contract.

The BOCC is exempt from payment of sales and local use tax. The BOCC's tax exempt certificate number is to be given to all vendors to avoid payment of state and local use taxes.

Invoice Procedures

1) All Invoices should be mailed to attention to the Finance Department.
2) The requesting department will verify the accuracy of the goods or services received, and stamp the invoice with the "Goods Received" stamp on the front of the invoice.
3) The department director will sign in the stamped area and forward to the Finance Department.

Upon receipt of the invoice, Finance Department will conduct a review to ensure the following:

1) Funds are available;
2) All invoice requirements are met; and
3) The invoice matches all contract or Purchase Order terms and conditions (if applicable).

Invoices that do not meet the requirements will be returned to the department for correction.

DISPUTES

The Comptroller and the County Manager may disagree on whether to authorize a purchase for various reasons. In these instances, the Comptroller and the County Manager shall do their best to come to a resolution on said matter or consult with the County Attorney. However, if the matter cannot be resolved at this level, it may be presented to the BOCC at a regular agenda meeting.

PIGGYBACK PROCEDURES

The method of providing additional purchasing options is common practice in the public purchasing community and offers significant benefits. The use of comparable purchasing agreements allows the BOCC to "piggyback" on other governmental contracts. The additional purchasing option may provide favorable pricing and reduce the costs associated with preparing specifications and issuing invitations to bid. To "piggyback" is a procedure of procuring goods or services without formal bid procedures via utilizing other public entity's contract award of an ITB or RFP.

Allowable Piggyback Bids:

1) The “piggybacked” bid should not have been awarded more than eighteen (18) months prior to “piggyback.”

2) The award will be in accordance with all the terms and conditions, prices, time frames, and other criteria as included in the ITB. Changes to terms and conditions, etc., are not allowed.

3) It is recommended that the BOCC department representative contact the other entity to determine that the item conforms to what is needed by the BOCC and additionally, to determine if they would recommend “piggybacking” off the award.

The following is required to be part of the procurement package and submitted to the BOCC for approval:

I. A full copy of the entity’s formal solicitation;

II. Vendor’s price sheet;

III. Vendor’s authorization on letterhead to identify permission and offering to honor the same prices, under the same terms and conditions as indicated in the formal solicitation, (an email will be accepted) to the BOCC;

IV. Allowance for “piggybacking” by other entity on their letterhead to Baker County; or copy of piggyback clause contained in the entity’s ITB or RFP.

V. Notification of the entity’s award, Copy of purchase order or contract;

VI. BOCC insurance requirements compliance;

Only purchases can be “piggybacked”; sale or trade-ins must be handled separately.

“Piggybacking” is not permissible on federally funded projects administered through the Local Agency Program (LAP).

Cooperative Purchases

Cooperative purchase agreements involve arrangements between two or more governmental entities to share contracts for the purchase of goods or services under the same contract. This is accomplished by including in their respective bid documents language notifying bidders that any response to the invitation for bid constitutes a bid made under the same terms and conditions for the same price to other governmental agencies. A copy of the cooperative bid shall be furnished to the BOCC for award if over $7,500.

BID PROTEST PROCEDURES

Any bidder opposed to a recommended decision on any formal solicitation award must file in accordance with the process stated within the formal solicitation document, a written notice of intent to file a protest, within seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the formal solicitation tabulation. The initial notice of protest shall clearly state the facts and laws upon which the protest is being based. Failure to state the basis of the protest shall be just cause for the protest to be rejected according to the formal solicitation protest procedure.

Following the filing of the notice of intent to file a protest, the bidder must submit a written formal solicitation protest within five (5) workdays.

The formal written protest shall contain the following:

I. BOCC's formal solicitation number and description as advertised.

II. Name and address of company or person filing the protest.

III. A clear statement of the grounds for the protest (applicable statutes, ordinances, laws, etc.).

IV. Specifically request the relief to which the protestant deems itself entitled.

The County Manager will review the formal solicitation protest, evaluate the facts, and attempt to resolve the protest in a manner that addresses the interests of all parties.

In the event the formal solicitation protest cannot be resolved by mutual agreement, the County Manager will present the protest to the County Attorney with a recommendation for resolution of the protest. The formal solicitation protester will be notified in writing of the final findings.

All formal solicitations shall contain a paragraph describing the County's bid protest procedures.

LOCAL PREFERENCE

For procurement secured through competitive sealed bids or quotes, local preference will be given to the lowest responsive and responsible Local Business when its bid or quote is within five percent (5%) of and does not exceed by more than $250,000 the lowest responsive and responsible bid or quote submitted by a non-Local Business. With these and other contributing factors, the Board of County Commissioners reserves the right to award a bid which would be in the best interest of the County or reject all bids.

Local preference shall not apply to the following:

(a) goods or services provided under a cooperative purchasing agreement or piggy-back;

(b) contracts for professional services subject to the Consultant's Competitive Negotiations Act (Section 287.055, Florida Statutes);

(c) purchases or contracts which are funded in whole or in part by a government or other entity in which the laws, regulations or policies governing such funding prohibit application of local preference (such as federally funded projects); and

(d) purchases under emergency or non-competitive situations exempt from competition.

Vendors desiring to receive preference as a Local Business shall be required to affirmatively state and provide documentation as set forth in the solicitation or as requested by the County in support of their status as a Local Business. Any business entity that fails to submit sufficient documentation as requested by the County shall not be granted local preference.

- "Local Business" means an individual entity whose primary residence is within Baker County, Florida;
- A partnership entity whose principals are all residents of Baker County, Florida; or
- A Florida corporation or other business entity whose principal place of business is within Baker County, Florida, or which maintains a full-time business office open to the public within Baker County, Florida, and at least one of its officers or directors or shareholders is a resident of Baker County, Florida.

In the event more than one vendor is entitled to Local Business preference, said vendors shall be rated on a scale from one to ten (one being the lowest and ten being the highest score) based upon the following factors:

(a) Is the principal place of the Local Business within Baker County, Florida?

(b) Does the Local Business maintain a full-time business office open to the public within Baker County?

(c) Length of time the Local Business has maintained an office or place of business in Baker County?

(d) Does the Local Business own real property located in Baker County, with consideration for the length of time?

(e) Number of Baker County residents who are full-time employees of the Local Business with consideration for the percent of the company's total work force residing in Baker County.

(f) Within the last past five (5) years, how many years has the Local Business purchased a business tax receipt or license to do business in Baker County, if one is required?

(g) Has the Local Business supported any local activities or local non-profit or charitable activities within the last past twenty-four months?

(h) Has the Local Business paid ad valorem taxes in Baker County within the last past five (5) years, with consideration for the amount of such taxes?

(i) Has the Local Business filed and paid a personal property tax in Baker County during the current or last calendar year?

(j) Is Baker County the registered address of any of the Local Business vehicles, with consideration for the number of such vehicles registered in Baker County?

Certificate of Insurance (COI)

The contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for Baker County, the "Standard Insurance Requirements" described herein. Contractors responding to a competitive formal solicitation shall provide with their submittal, a COI or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work for Baker County, a COI will be required. Work is defined as any service provided to Baker County by a vendor/contractor who must access County property in order to provide the service(s). The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor under this contract.

Financial Rating of Insurance Companies - All insurance companies must have financial rating of **A-** or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance - The contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **$1,000,000** each occurrence and **$2,000,000** annual aggregate. Due to the nature of the work involved, consultants performing program and/or contract management services are required to maintain **$1,000,000** each occurrence and **$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting product/completed operations, independent contractors, broad form property damage, X-C-U Coverage, contractual liability or cross liability. The self-insured retention or deductible shall not exceed $25,000.

Business Automobile Liability Insurance - The contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than **$1,000,000** each occurrence. Coverage shall include liability for owned, non-owned, and hired automobiles. In the event the contractor does not own automobiles, the contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance and Employers Liability Insurance - The contractor shall maintain its own Worker's Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).

Umbrella or Excess Liability Insurance (needed for large contracts as determined by Finance Department and approved by the County Manager) - The contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **$2,000,000** each occurrence and **$2,000,000** aggregate. The contractor shall endorse the BOCC as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow- Form" basis, or the BOCC is automatically defined as an additional protected person. Any self- insured retention or deductible shall not exceed $25,000.

Professional or Errors and Omissions Liability Insurance (when applicable) - The contractor shall maintain a Professional Liability or Errors and Omissions policy at a limit of liability no less than **$2,000,000**. The contractor shall endorse the BOCC as an "Additional Insured" on the Professional and/or Errors and Omissions Liability Insurance.

Additional Insured - The contractor shall endorse the BOCC as an "Additional Insured" on the Commercial General Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse the BOCC as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein.

Indemnification - The contractor shall indemnify, defend and hold harmless the BOCC, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the contractor.

Builder's Risk Insurance - Required for all projects when a new building is being constructed from the ground up. The contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder's Risk Insurance providing coverage to protect the interests of the BOCC, contractor, and subcontractors. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the project as well as subsequent modifications of that sum. Flat deductible(s) shall not exceed $25,000, wind percentage deductible (when applicable) shall not exceed ten-percent (10%), and flood sub limit shall not be less than 25% of the projected completed value of the project. The contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the BOCC. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the BOCC's interest in the building ceases, or the building is accepted or insured by the BOCC. The contractor shall endorse the BOCC as "Additional Insured", or "Loss Payee", on the Builder's Risk Policy. Builder's Risk Insurance is not required for additions or renovations that will alter and/or add to an existing permanent structure.

Deductibles, Coinsurance Penalties, and Self-Insured Retention - The contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the BOCC, the Contractor shall, when requested by the BOCC, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation - The contractor shall provide a waiver of subrogation in favor of the BOCC, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject - The BOCC reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the BOCC reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the BOCC shall provide the contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy - The coverages, limits or endorsements required herein protect the primary interests of the BOCC, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.

Certificate(s) of Insurance - The contractor shall provide Finance Department with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each COI. In the event the BOCC is notified that a required insurance coverage will cancel or expire during the period of this contract, the contractor agrees to furnish the BOCC prior to the expiration of such insurance, a new COI evidencing replacement coverage. When notified by the BOCC, the contractor agrees not to continue work pursuant to this contract, unless all required insurance remains in effect. The BOCC shall have the right, but not the obligation, of prohibiting the contractor from entering the project site until a new COI is provided to the County evidencing the replacement coverage. The contractor agrees the BOCC reserves the right to withhold payment to the contractor until evidence of reinstated or replacement coverage is provided to the BOCC. If the contractor fails to maintain the insurance as set forth herein, the contractor agrees the BOCC shall have the right, but not the obligation, to purchase replacement insurance and the contractor agrees to reimburse any premiums or expenses incurred by the BOCC.

The contractor agrees the COI shall -

I. Clearly indicate the BOCC has been endorsed on the Commercial General Liability Insurance with a “CG 2010 Additional Insured – Owners, Lessees, or Contractors,” or “CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or

Organization endorsement," or similar endorsement providing equal or greater "Additional Insured" coverage.

II. Clearly indicate the BOCC is endorsed as an "Additional Insured", or "Loss Payee" on the Builder's Risk Insurance, and when applicable, "Additional Insured" on the Commercial Umbrella/Excess Liability Insurance as required herein.

III. Clearly identify each policy's limits, flat and percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.

IV. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

The original COI should be forwarded and clearly indicate certificate holder and "Additional Insured" as follows:

Baker County Board of County Commissioners
Attention: County Manager
55 North Third Street
Macclenny FL 32063

On rare occasions, exceptions to the required insurance limits are needed. The department shall request approval from the County Manager.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Florida Department of Transportation (FDOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The department has received federal financial assistance from the USDOT and as a condition of receiving the assistance, the department has signed an assurance that it will comply with 49 CFR Part 26.

I. The BOCC shall follow the FDOT DBE program as defined in 49 CFR Part 26.5.

II. The DBE program manager shall be designated as the County Manager (or his designee).

III. The DBE program manager is responsible for the following duties with respect to administration of the DBE program;

IV. Develop processes and procedures for gathering and reporting statistical data and other information as required by USDOT and the department;

V. Produce monthly reports to the BOCC, reports on contractors/consultants and other reports as necessary;

VI. Market the DBE program to contractors and consultants and work with others in the transportation industry;

VII. Plan and participate in DBE training seminars and workshops;

VIII. Maintain the department's updated directory of certified DBEs;

IX. Serve as a liaison with DBEs and prime contractors;

X. Ensure all applications for DBE certification are timely processed pursuant to 49 CFR Part 26;

XI. Develop policies, procedures, rules and guidelines for DBE certification;

XII. Review all DBE applications, coordinate with others as necessary, and make recommendations to the manager, Equal Opportunity Office concerning certification of applicants as DBEs;

XIII. Timely assign DBE applications to the DBE Certification staff and coordinate on site reviews;

XIV. Timely review personal net worth statements and gross receipts, evaluate a firm's continued eligibility to participate in the DBE program, and make recommendations to the manager, Equal Opportunity Office to commence removal proceedings if the firm no longer satisfies eligibility criteria;

XV. Timely notify certified DBEs to submit updated size standard, gross receipts and personal net worth statements annually on the anniversary date of the firm's initial certification as a DBE;

XVI. Coordinate with the department's Office of General Counsel on all DBE certification hearings;

XVII. Supervise the DBE Certification staff and provide guidance on certification issues;

XVIII. Forward all 3rd party complaints to the Investigations and Compliance Manager and take the necessary steps as a result of the investigation; and

XIX. Cooperate with the USDOT operating administration when directed to initiate proceedings to remove certification.

NO DISCRIMINATION CLAUSE

The County shall comply with all federal, state, and local laws and ordinances, and shall not discriminate on the grounds of race, color, disability, age, religion, gender, or national origin in the bidding and award process for contracts and commodities, nor in the performance of work under any County contract.

REAL PROPERTY PURCHASES

The purpose of this section is to identify proper policies and procedures relating to real property in accordance with Florida Statute 125.355. The following procedures must be followed for the purchase of real property, other than road rights-of-way:

I. The BOCC shall set forth the general area where the property is needed, the public purpose of the property acquisition including the proposed use(s) and establish a maximum amount to be paid. A timeframe for the acquisition and a funding source shall also be identified.

II. The BOCC shall select an acquisition agent (Agent), which may be staff, the County Attorney, or an outside real estate agent, who shall be the sole Agent in charge of site selection. No purchase negotiations shall occur until the BOCC has selected a parcel or has prioritized parcels to be considered.

III. The Agent shall furnish a written report to the County Manager to include at least three parcels for consideration. The report shall include maps showing roads and access, tax parcel cards, and such other information as requested to assist staff in evaluating the parcels.

IV. The County Manager or designee shall review the report and consult with the Agent to rank the parcels based on the direction of the BOCC and attributes of each parcel. The results of this process shall be submitted to the BOCC for review. The BOCC will direct staff as to which parcel(s) to acquire.

V. The Agent will contact the owner(s) to negotiate a purchase option, which will be presented to the BOCC for approval.

VI. The County Manager or designee will order the survey, environmental assessment, appraisal and such other reports or investigations as deemed appropriate to make sure the property is suitable for the intended use.

VII. The County Manager will present the findings of the investigations to the BOCC for final action to approve closing.

VIII. The County Attorney will either handle the closing or attend closing on behalf of the BOCC.

SURPLUS AND OBSOLETE PROPERTY (Sections 274.05-274.06, Florida Statutes)

"Property" means all tangible personal property, owned by the County, of a non-consumable nature.

The Department Head will provide a memorandum to the Finance Director and County Manager of all property declared surplus or obsolete and disposed of as required by "Florida Law".

Surplus value less than $5,000 - The disposal of surplus or obsolete property will require authorization from the Board of County Commissioners, and will be recorded in the minutes. (Section 274.07, Florida Statutes). The County Manager shall be authorized to dispose of surplus property under the bid limit ($5,000) in a manner, which brings the most value to the County. Disposal may include:

Transfer to another department or division.

Trade-in on new equipment.

Offer to governmental entities within Baker County by sealed bid.

Cannibalize for parts.

Sell to public by auction or sealed bid.

Sell as scrap.

Dispose of as junk.

Donate to a non-profit organization which has as its principal mission: Public health and welfare; Education; Environmental restoration and conservation; civil and human rights; or the relief of human suffering and poverty

Surplus value $5,000 or more -

The disposal of surplus or obsolete property will require authorization from the Board of County Commissioners, and will be recorded in the minutes. (Section 274.07, Florida Statutes).

Sale of property shall be sold only to the highest responsible bidder, or by public auction, after publication of notice not less than 1 week nor more than 2 weeks prior to sale in a newspaper having a general circulation in the county, and in additional newspapers if in the judgment of the County the best interests of the county will better be served by the additional notices.

If the surplus property is offered for sale and no acceptable bid is received within a reasonable time, the County shall offer such property to other governmental agencies or private nonprofit agencies as determined by the County on the basis of the foregoing criteria. Such offer shall disclose the value and condition of the property. The best bid shall be accepted by the County offering such surplus property. The cost of transferring the property shall be paid by the governmental agency or the private nonprofit agency purchasing or receiving the donation of the surplus property.

Offer to Other Governmental agencies or non-profits -

The County may offer the surplus property to other governmental units in the county or district for sale or donation or may offer the property to private 501(c)(3) nonprofit agencies by sale or donation.

GLOSSARY OF TERMS

AGREEMENT - See Contract.

BOCC - The Baker County Board of County Commissioners, Baker County, Florida

BOARD SECRETARY – The executive assistant to the BOCC and the County Manager.

COMPETITIVE SEALED BID - See Competitive Sealed Proposal.

COMPETITIVE SEALED PROPOSAL - Refers to the receipt of two or more sealed bids or proposals submitted by responsive and responsible bidders.

CONTRACT - A mutually binding legal relationship obligating the Seller to furnish the goods and/or services (including construction) and the purchasing entity to pay for them. It includes all types of commitments that obligate the BOCC to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition, contracts may include (but are not limited to) awards and notices of awards; job orders issued; 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.

CONTRACT CHANGE ORDER - A change in the scope of services, an error correction, and/or a monetary change to an approved contract.

CONTRACTOR - A person who contracts to sell goods or contractual services to the BOCC.

CONTRACTUAL SERVICES - The rendering by a contractor of their time and effort rather than the furnishing of specific goods. 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 a building, utility, park, parking lot, structure, or other improvement to real property entered into pursuant to Chapter 255, Florida Statutes.

DEPARTMENT DIRECTOR OR DEPARTMENT HEAD - The active employee hired by the BOCC to run the operations of a County Department.

EMERGENCY – Procurement of goods or services arising out of an accident or other unforeseen occurrence that pose a risk to public buildings, public property, or the life, health, safety or property of inhabitants of Baker County. In the event of a declared emergency by the BOCC, purchasing procedures are waived as specified in these policies and procedures.

EXTENSION - An increase in the time allowed for the contract period due to circumstances which, without fault of either party, make performance impractical 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.

FINANCE DEPARTMENT - Clerk of the Circuit Court Finance Department as defined by statute.

FINANCE DIRECTOR – Is an employee of the Clerk of the Circuit Court assigned to oversee

FDOT - Florida Department of Transportation.

FORMAL SOLICITATIONS - Solicitations for Invitation to Bid (ITB), Request for Proposals (RFP), Request for Qualifications (RFQ), or Request for Information (RFI). Formal solicitations are posted for projects over $7,500; additional projects may be posted at the discretion of the County Manager.

INVITATION TO BID (ITB) - A written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and specifically defining the good, group of goods, or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. 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 good or group of goods required.

INVOICE - A formal billing submitted by a vendor showing the amount due and terms of payment for goods and/or services rendered. Invoices must be itemized in sufficient detail to permit proper audit by the auditing body, Finance Department, or department.

LOCAL BIDDER - Bidder whose business office is located within Baker County. See Resident Bidder.

MAY - Denotes the permissive. However, the words "no person may...” means that no person is required, authorized, or permitted to do the act described.

FINANCE DEPARTMENT - Office of Management and Budget.

PROPOSAL - A written notice by a vendor setting forth the terms under which a vendor will furnish goods or services.

PURCHASE ORDER - A signed order to purchase one or more goods or services necessary to carry out operational functions of the requesting department.

PURCHASE ORDER CHANGE ORDER - A monetary increase or line item change to an original purchase order or other contract conditions.

PURCHASING - The act of obtaining goods or services necessary to carry out a particular function.

PURCHASING AGENT - The person responsible for the County's procurement program. The Purchasing Agent is given the responsibility and authority to act for the BOCC in certain areas. The County Manager has been designated by the BOCC as the Purchasing Agent. Within these policies and procedures, the County Manager and Purchasing Agent may be used interchangeably. Wherever these terms are used, the County Manager may at his discretion designate another person to perform the function addressed.

QUALIFIED BIDDER - See Responsible Bidder.

RENEWAL - Contracting with the same contractor for an additional period after the initial contract period is expired, only if contract terms specifically provide for such renewal.

REQUEST FOR INFORMATION (RFI) - An RFI, while not a procurement category, is an important tool used to increase knowledge about goods or services and their availability and capability. RFI is a formal method of gathering information about a good or service. It should be used when the requestor for the good or service is not knowledgeable regarding the current "state-of-the-art" in the area under consideration. An RFI is for information only and cannot be awarded.

REQUEST FOR PROPOSALS (RFP) - A written solicitation for competitive sealed proposals with the title, date, and hour of the public opening designated. The Request for Proposals is used when the agency is incapable of specifically defining the scope of work for which goods or contractual service is required and when the agency is requesting that a qualified vendor propose a good, group of goods, or contractual service to meet the specifications of the solicitation document. It includes, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposal instructions, licensure, and evaluation criteria. Requests for Proposals shall state the relative importance of price and any other evaluation criteria such as licensure.

REQUEST FOR QUALIFICATIONS (RFQ) - This procurement approach differs from the traditional Request for Proposal approach and places greater emphasis on the actual qualifications and licensure of the potential contractor, his or her track record, rather than how well the potential contractor responds to detailed project specifications and requirements.

REQUESTING DEPARTMENT - The department originating the purchase request.

REQUISITION - A request to purchase one or more goods or services necessary to carry out operational functions for the requesting department. An approved requisition becomes a purchase order.

RESIDENT BIDDER - An individual whose primary residence is within Baker County, Florida; a partnership whose principals are all residents of Baker County, Florida; or a Florida Corporation, partnership, or other business entity whose principal place of business is within Baker County, Florida or which maintains a full time business office open to the public within Baker County, Florida.

RESPONSIBLE/RESPONSIVE BIDDER - A person or company who has the capability in all respects to perform fully the contract requirements and has the integrity and reliability that will assure good faith performance. A person or company who has submitted a bid or proposal that conforms in all material respects and who possesses all applicable licensing requirements of the formal solicitation.

RESPONSIVE SOLICITATION - A bid or proposal submitted by a responsive and responsible bidder, which conforms in all material respects to the ITB, RFP, RFQ, or RFI.

SHALL - Denotes a requirement in a bid or contract. "A person shall or must…"

SOLE SOURCE - The only source of good or service relative to kind and availability. Initiator shall request prior approval from the County Manager before the good or service can be deemed as a true sole source item. Approved sole source requests are valid for the fiscal year in which they are approved.

SPECIFICATIONS - A written description of needed goods or services setting forth in a clear and concise manner the characteristics of the goods and/or services to be purchased and the circumstances under which the purchase will be made.

VENDOR - A supplier of goods or services.

Exhibits

Exhibit A - Equal Opportunity Employer Form
Exhibit B - Public Entity Crime Form

Exhibit A

EQUAL OPPORTUNITY EMPLOYER FORM

I, _____ (Name) with _____(Company)

state that the above listed company complies with the requirements of the Executive Order 11246, Equal Employment

Opportunity, and Executive Order 11375 relating to Equal Employment Opportunity. The Executive Order requires contractors to implement affirmative action plans to increase the participation of minorities and women in the workplace. Pursuant to federal regulations, affirmative actions plans must consist of an equal opportunity policy statement, an analysis of the current workforce, identification of problem areas, the establishment of goals and timetables for increasing employment opportunities, specific action oriented programs to address problem areas, support for community action programs and the establishment of an internal audit and reporting system. The contractor agrees upon signature of this form that all requirements are met and regulated within the company as required by both above stated Executive Orders.

_____ _____

Company Representative Date

Revised: _____

Exhibit B

PUBLIC ENTITY CRIME FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

By _____

For _____

Whose business address is _____

And (if applicable) its Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing the sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applied to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true to the entity submitting this sworn statement. [indicate which statement applies.]

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me on this _____day of _____, __20 _____

Personally known

☐

OR produced identification

☐

_____

(type of identification)

Notary Public – State of

My commission expires

_____

[printed, typed or stamped commissioned name of notary public]