

# **JACKSON COUNTY BOARD of COMMISSIONERS**



## **Purchasing Policies and Procedures**

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## **MISSION**

The mission of the Purchasing Policy is to maximize the purchasing value of public funds in procurement; to provide safeguards for maintaining a procurement system of quality and integrity; and to provide for fair and equitable treatment of all persons involved in public purchasing by the County.

### **SECTION 1.0 CONCEPTS AND OBJECTIVES**

This policy, set by the Board of County Commissioners of Jackson County (hereinafter referred to as “Board”), governs all procurements made by the Board. These guidelines apply to purchases, projects, and contracts. No purchase, project or contract shall be subdivided to avoid the requirement of this policy.

#### **1.1 Concepts**

The Purchasing function ensures that purchasing laws, rules and regulations are enforced and carried out under the highest ethical standards. Strict adherence by all County officers, employees, agents and by the suppliers and contractors providing goods and services to the County to specific ethical considerations is required to maintain the confidence of the public, the County, and the business community in the expenditures of County funds.

1. To procure for the County the highest quality in commodities and services at the least expense and/or the best value to enable the greatest cost effectiveness in performance to the County.
2. To encourage uniform bidding and to endeavor to obtain full and open competition on all purchases and sales.
3. To keep informed of current developments in the field of purchasing, prices, market conditions and new products to secure for the County by utilizing research done in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition and by private businesses and organizations.

#### **1.2 Objectives**

The objectives of the Purchasing Policy are:

1. To deal fairly and equitably with all suppliers wishing to do business with Jackson County.
2. To assure adherence to all purchasing laws, regulations, and procedures.
3. To maximize competition for all procurements.

4. To obtain maximum savings through bulk purchases and other value adding techniques.
5. To administer the contracting function with internal efficiency.
6. To purchase goods and services at the lowest price, consistent with quality, performance, and delivery requirements from capable suppliers meeting the County's needs.
7. To obtain maximum value from transfer, trade, sale or other disposition of surplus and/or obsolete property.

### **1.3 Purchasing Policy Ethics**

1. Acceptance by any County officer, employee, or agent of gifts from any supplier or contractor doing business with the County at any time, other than advertising novelties, is prohibited. Acceptance of entertainment (movie, sporting event, theme park, concert, etc.) also is prohibited. Employees must not become obligated to any suppliers and shall not involve themselves in any County transaction from which they may personally benefit.
2. No County officer or employee shall bid for, enter into, or be in any manner interested in any contract for County purchases nor shall any officer or employee seek to influence the purchase of a product or service from any bidder; except this restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and counsel with respect to the purchase.
3. The provisions of Section 112.313, Florida Statutes, pertaining to standards of conduct for public officers, employees of agencies, and local government attorneys expressly apply to the Jackson County Purchasing Policy. A violation of Section 112.313, Florida Statutes, pertaining to purchasing or contractual relationships shall also be deemed a violation of this Policy. Specific statutory provisions pertaining to purchasing and contracting include but are not limited to: Section 112.313 (standards of conduct), Section 218.70, (the Florida Prompt Payment Act), Section 287.055 (consultants' competitive negotiation act), Section 336.41 and 336.44 (county roadwork).

## **SECTION 2.0 DEFINITIONS**

**For the purposes of this Policy and any documents pertaining to the use of this Policy (e.g., contracts, purchase orders, etc.), the following terms, phrases, words and their derivations shall have the meaning given herein, unless otherwise specifically defined in any document.**

**Addendum:** A document used to expand or more fully explain the terms of a bid instrument (such as Invitation to Bid or Request for Proposals). An addendum is not to be confused with a contract amendment.

**Appropriation:** Legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation is usually limited in amount as well as to the time when it may be expended.

**Bid:** An offer of price for goods or services specifically given to the County in response to an Invitation to Bid.

**Board:** The Board of County Commissioners, the legislative body of the County of Jackson, Florida.

**Brand Name or Equivalent Specification:** A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other characteristics needed to meet the County requirements and which provide for the submission of equivalent products.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any other legal entity, engaged in the commercial provision of commodities, services or labor.

**Capital Projects Fund:** A fund created to account for financial resources to be used for acquisition or construction of major capital facilities (other than those financed by proprietary funds, Special Assessment Funds, and Trust Funds).

**Change Order:** A written order amending the scope of, or correcting errors, omissions, or discrepancies in a contract or purchase order.

**Commodity:** A product that the County may contract for or purchase for the use and benefit of the County. It is a specific item, and it is different from the rendering of time and effort by a provider.

**Construction:** The process of building, altering, repairing, improving, or demolishing any structure or building, or other public improvements of any kind to any real property including roadways, utilities, and facility site work.

**Consultant's Competitive Negotiations Act (CCNA) Professional Services:** Services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional practice.

**Contract:** (a) A deliberate verbal or written agreement between two or more competent parties to perform a specific act or acts; (b) any type of agreement regardless of what it is called for the procurement of goods, services, consultant services, or construction and (c) a purchase order.

**Contract Amendment or Modification:** Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quality, or other provision of any contract accomplished by mutual action of the parties to the contract.

**Contractor:** Any business or individual that contracts to perform work or services or provides commodities to the County.

**Contractual Services:** The rendering by a contractor of its time and effort rather than the furnishing of specific commodities.

**Cooperative Purchasing:** Procurement conducted by, or on behalf of, more than one public procurement unit. *Examples: State of Florida Contract, Federal GSA Contracts, Galveston-Houston Area Council (HGAC) and National Joint Powers Alliance (NJPA).*

**Designee:** The duly authorized representative of a person holding a superior position.

**Emergency Purchase:** An expeditious purchase of goods, services, consultant services and/or construction to reduce an imminent or existing threat to the health, safety of welfare of persons or property within the County.

**Fixed Asset/Equipment:** Any item of capital nature, of value exceeding \$5,000.00 and with an estimated life span of over three (3) years.

**F.O.B or (Free on Board):** A term used in conjunction with an identified physical location to determine the responsibility and basis for payment of freight charges, and the point at which title for the shipment passes from seller to buyer.

**Goods:** Any tangible personal property other than real property.

**Gratuity:** A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, presented or promised, for the benefit of an employee.

**Intended Recommendation:** A written notice that states the firm or firms to whom the County intends to award a contract resulting from a solicitation which established the period in which a notice of intent to protest may be timely filed. The Intended Recommendation is posted (on the County website??)

**Invitation for Bid (Competitive Sealed Bidding):** A written solicitation document used for competitive sealed bidding for the purchase of goods, services, and/or construction, when specifications are available, and the selection will be based upon the lowest responsive and/or responsible bidder.

**Invitation to Negotiate:** A written solicitation document used for the competitive sealed bidding of the purchase of goods or services when the scope of the project is not certain, and the County desires input from the vendors on the project specifications.

**Irregularity:** Any change or omission in an offer or contract that does not have an adverse effect on the County's best interest and does not affect the outcome of the source selection process by giving an offer or an advantage or benefit not enjoyed by any other offeror, and, not inconsistent with applicable laws.

**Local Business:** A business licensed to do business and located in Jackson County, Florida.

**Material Mistake:** Any deviation or variance from the bid requirements or other mistake that gives one bidder a substantial advantage over other bidders. A non-material mistake is any mistake that does not affect price, does not give one bidder an advantage or benefit not enjoyed by other bidders and does not adversely affect the interests of the County.

**Personal Property:** Property consisting of movable articles that are either tangible, such as furniture or computers, or intangible, such as stocks, bonds, licenses.

**Posting:** An act whereby the County places on a bulletin board, in a designated location, in the local

newspaper and/or on the County website, a listing which indicates the County's recommendations for bid awards and solicitations for bids and proposals

**Pre-Bid Conference:** A meeting held with prospective bidders prior to solicitation of, or the date of receipt of bids or proposals, to recognize state of the art limits, technical aspects, specifications, and standards relative to the subject, and to elicit expertise and bidders' interest in pursuing the task.

**Professional Services:** The technical, and/or unique functions performed by independent contractors whose business is the rendering of such services. This includes accountants, appraisers, attorneys, auditors, medicine and the medical arts, architects, engineers, surveyors, management and systems consultants, research, the arts and other professionals as designated by the procurement services manager.

**Proposal:** An executed formal document submitted to the County stating the goods, consultant services, and/or services offered to satisfy the need as requested in the request for proposal.

**Purchase/procurement:** Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, materials, equipment, goods, consultant services, construction, and/or services required by the County for public purposes.

**Purchase Order (PO):** The County's official legal document of contract between the County and contractor, issued separately or in conjunction with other documents, whether electronic or mechanical, which delineates the responsibilities of both parties in the provision of and payment of goods and services required by the County.

**Quotation:** Any oral or written informal offer by a vendor to the County to furnish specific goods and/or services at a stated price.

**Real Property:** Property consisting of land and all rights, privileges, or improvements belonging to and passing to lands, as buildings, crops, or mineral rights.

**Request for Bids:** A solicitation of responses for goods and/or services for which the scope of work, specifications, or contractual terms and conditions are well defined.

**Request for Proposals:** A solicitation of responses for goods, consultant services, and/or services for which the scope of work, specifications, or contractual terms and conditions cannot be well defined. Evaluation of a proposal or response is based on prior established criteria which involves more than price. The RFP shall state the relative importance of price and other evaluation criteria.

**Request for Qualifications:** A solicitation of responses for services where the specifications of required services are broad and specialized in nature, such as attorney, auditor, CPA's, etc.

**Request for Quotation:** An informal request either oral or written to solicit prices for specific goods and/or services.

**Responsible Bidder:** A vendor submitting a bid who has the capability in all respects to perform fully the contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having the integrity and reliability with a record of timely and acceptable past performance that will assure good faith performance.



**Responsive Bidder:** A vendor submitting a bid that substantially conforms with all material respects to the requirements and criteria set forth in the invitation.

**Sensitive Property:** Property with a value less than that below the threshold for fixed asset/equipment, but could be easily moved, lost, or stolen. Examples of sensitive property include, but are not limited to cameras, radios, cell phones, calculators, computer accessory equipment, and electronic devices.

**Services:** The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific product other than that which is not defined as supplies, and which is merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

**Small Purchases:** The procurement of commodities or services with a value within the thresholds set for this category without the requirement of quotes, or bids, from at least three (3) vendors. Any items purchased with an individual value of \$5,000.00 or more require a property sheet be completed and added to the County's property inventory per established policy.

**Single Source:** A commodity that can be purchased from multiple sources, but to meet certain functional or performance requirements (repair parts, matching existing equipment or materials) there is only one economically feasible source for the purchase.

**Sole Source:** A commodity that 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:** A description of the physical or functional characteristics of the nature of a material, supply, service, construction, or equipment item. It may include a description of any requirement for inspection, testing, recycled or degradable materials content, or preparing a material, supply, service, construction, or equipment item for delivery.

**Surplus Property:** Any tangible personal property or real property in excess of the needs of the County and not required for its foreseeable need.

**Tie (Identical) Bid:** When two or more bids are equal with respect to price, and it appears the quality and service offered by the vendors are otherwise comparable.

**Using Agency:** Any department, division, agency, commission board, committee, authority, or other unit in the County government using supplies or procuring contractual services as provided for in the Policy.

**Vendor:** Any business or individual that does business with or will be or has been awarded a contract by the County.

## **SECTION 3.0 PURCHASING CATEGORIES; ENCUMBRANCE OF FUNDS**

Please note that the purchasing categories described below pertain only to the threshold amounts required for quotations and bids and do not reflect signature authority thresholds.

### **3.1 Purchasing Categories: Threshold Amounts**

Small Purchases (no quotes required):	Not to exceed \$3,499.99
3 Competitive Written Quotes/proposals:	\$3,500.00 to \$49,999.99
Competitive Sealed Bids/Proposals:	Over \$50,000.00

Small purchases not to exceed \$3,499.99 may be approved by department directors. Purchases between \$3,500.00 to \$9,999.99 may be approved by the Deputy County Administrator, Administrative Services Director and/or Purchasing Agent, while purchases between \$10,000.00 and \$49,999.99 shall be approved by the County Administrator. Projects/purchases over \$50,000.00 will be awarded by the Board. The Purchasing Agent will issue POs for all items bid over the \$50,000.00 threshold; except for services rendered in accordance with Contract/Service bid awards.

### **3.2 Encumbrance of Funds**

No County employee, except in cases of emergency as determined by the County Administrator, shall issue any order for delivery on a contract or open market purchase until there is, to the credit of the using department concerned, a sufficient unencumbered appropriation balance, in excess of all unpaid obligations, to defray the amount of such order and the order is for a budgeted commodity or service. It is the responsibility of the requesting department to ensure sufficient and proper funding is available prior to submitting a purchase order for approval.

A purchase order shall be approved by the Purchasing Agent and/or Administrative Services Director, Deputy County Administrator, or County Administrator (as applicable) only upon receipt of the purchase order authorized by the Department with justification, competitive quotes or bids as required by this policy, and after determination of the availability of funds.

The Board of County Commissioners shall review and approve an annual budget by line item for each department of the County. Upon approval of the line-item budget, subsequent purchases that follow the guidelines set forth in this Purchasing Policy shall be considered as authorized by the Board, and do not require Board approval to initiate the bid process.

Any purchases in the annual budget and that exceed the \$50,000.00 threshold will require Board approval to initiate the bid process. Under these guidelines, upon receipt of the Request for Bid from the Department Head the Purchasing Agent will initiate the bid process, hold the bid opening, ensure all vendors are in compliance with the bid specifications, forward ranking packages to the Ranking Committee (if applicable) and present to the Board for final Approval/Award in accordance with established policy.

## **SECTION 4.0 PURCHASE GUIDELINES**

All purchases shall be made utilizing the County's tax-exempt certificate and number to exercise the County's tax-free benefit. A copy of the certificate may be obtained from the Finance Office or Purchasing Department.

#### **4.1 Credit Card Purchases**

Credit card purchases should follow the purchasing card (P-Card) policy. Purchases made with a P-Card follow the same threshold limit amounts as purchases made with a PO.

#### **4.1a WEX Fuel Card Purchases**

Fuel purchases can be made by authorized WEX Fuel Card holders in accordance with the Fuel Card Services Contract. Itemized receipts must be kept and submitted to the purchasing office. Fuel purchases cannot be made for personal usage, including for official use in a personal vehicle. Employees utilizing fuel cards for any non-valid expenditure will be subject to disciplinary action, up to and including termination of employment, and will be required to reimburse the county for all incurred charges and any costs associated with collection of such charges.

#### **4.2 Small Purchases**

Procurement for commodities and services when cost thereof is \$3,499.99 or less does not require solicitation of quotes, except when purchasing multiple like items and a cost savings could be realized. Small purchases may be approved by the Department Head and the order may be placed for goods and services.

\*Any items purchased with an individual value of \$5,000.00 or more require a property sheet be completed and added to the County's property inventory per established policy.

#### **4.3 Competitive Written Quotes/Proposals**

Three written quotes from vendors for all purchases of commodities and services when estimated cost thereof is \$3,500.00 or greater but is less than \$50,000.00 shall be required. If three vendors do not exist for that particular commodity, the Purchasing Agent will be required to submit a memo to that effect stating that three vendors are not available and why. Department Head will notify the Purchasing Agent of the need for product or services and provide specifications and vendor names; the Purchasing Agent will solicit the quotes. The County Administrator shall have the authority to make award of said purchase to the lowest and/or best value responsive responsible vendor.

#### **4.4 Competitive Sealed, Written Bids/Proposals**

Competitive Sealed Written Bids for all purchases of commodities and services when the estimated cost thereof shall be greater than \$50,000.00 comply with Section 5 of this policy and shall be approved and awarded by the Board of County Commissioners.

#### **4.5 Request for Proposals/Qualifications (CCNA)**

The purpose of obtaining professional services is to offer to the County special expertise, practical experience, knowledge, resources, and an objective outside professional opinion. The provisions and exemptions contained in Section 287.055, Florida Statutes (commonly known as the Consultants' Competitive Negotiation Act, "CCNA"), shall apply herein.

When the County seeks professional services for projects, the basic construction cost of which

is estimated to be in excess of \$250,000.00, or for a planning or study activity when the fee for professional services is expected to exceed \$350,000.00, or is otherwise required by Section 287.055, Florida Statutes, the request for proposal process shall be initiated as set forth in Section 5 of this Policy.

#### **4.6 Emergency Procurement**

Emergencies under this section shall be as defined in the Policy Definitions, or as provided by Chapter 252, Florida Statutes, as may be amended from time to time. Following all purchases under this emergency procurement section, a report shall be prepared by the user, with complete documentation, clearly stating the justification for exception from normal purchasing policy procedures.

1. In the case of emergencies that require the immediate purchase of goods or services, the County Administrator or his/her designee shall be empowered to secure such goods or services without competitive bidding. In this event, all measures as are reasonably possible under the circumstances shall be taken to assure the maximum cost benefit to the County of the goods or services procured.

2. In addition, the Deputy County Administrator, Administrative Services Director and/or Purchasing Agent, during non-business hours, is authorized to make purchases up to \$50,000.00 without competitive bids, when an emergency arises, and such purchases are necessary to protect the health, safety, welfare, or property of the County or any of its citizens.

3. Documentation for emergency purchases pertaining to the above shall be submitted to the County Administrator with a detailed explanation, and support materials attached if applicable, within five (5) working days after the event occurred. Emergency purchases that meet the \$50,000.00 or greater threshold shall be submitted to the Board for ratification.

4. WEX Fuel Cards will be made available by the purchasing office to necessary personnel for official use in county vehicles in accordance with policy 4.1a, in the event of an emergency.

#### **4.7 Local Preference in Purchasing and Contracting**

(A) Unless otherwise prohibited by prevailing law or policy, in the purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction or improvements to real property or existing structures for which an invitation to bid, request for proposals, or other procurement document is issued, a local preference of the bid price or total score shall be assigned for a local preference to a respondent, as follows:

1. When deemed to be in the best interest of the County and all other determining factors are equal; a respondent which has a principal office located within Jackson County and which satisfies the definition of a "Local Business" shall be given a preference in the amount of five percent (5%) of the bid price or five percent (5%) of the total points available, whichever is applicable.
2. All Jackson County programs funded by the Florida Housing Finance Corporation (FHFC) are exempt from section 4.8 Local Preference in Purchasing and Contracting of this policy.

(B) If, after application of the local preference there is a tie between two respondents, the award of the project will go to the Local Business.

3. For any competitive solicitation that meets the criteria of Section 255.0991, Florida Statutes, a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preferences that are prohibited by Section 255.0991, Florida Statutes. To ensure compliance any competitive solicitation for a construction project which 50% or more of the cost will be paid from state-appropriated funds must clearly state, Per Section 255.0991, Florida Statutes, Section 4.8 of the Jackson County Purchasing Policy on local preference in purchasing and contracting does not apply.

#### **4.8 Cooperative Purchasing**

At the Direction of the Board of County Commissioners the County Administrator, Deputy County Administrator, Administrative Services Director and/or Purchasing Agent shall have the authority to purchase from and join with other units of governments in cooperative purchasing ventures when the best interest of the County would be served thereby. It is standard policy of Purchasing to cooperate with other government agencies in the purchase of goods and services required by the County.

The most common form of cooperative purchasing is purchasing from contracts issued by the State of Florida, Florida Sheriff's Association, Federal General Services Administration (GSA), National Joint Powers Alliance (NJPA) and Galveston-Houston Area Council (HGAC), OMNIA Partners, Sourcewell and other government pricing for specific commodities and services.

When any other government agency has competitively bid and awarded any contract for any product or service, Jackson County may purchase that product or service from the awarded vendor at the awarded price if the original bid specifications and award allow it. Where the public purchasing unit administering a cooperative purchase complies with the requirements of this policy, the County, when participating in such a purchase, shall be deemed to have complied with the provisions of this policy.

**Documentation requirements:** The following documentation is the minimum required to use another government entity's awarded contract.

**FLORIDA STATE CONTRACTS:** The current Florida State Contract Number is required. If the contract has fixed unit prices, a copy of the contract is required. If the contract is a percent discount from list, then a copy of the original manufacturer's list price must be attached. This will usually be in a form of a published price list. If only some of the items on the contract are being sought, then only the pages with those prices are required.

**FEDERAL GSA CONTRACTS:** A copy of the GSA contract showing the contract name, number and contract term is required. The ordering information page(s) and the page(s) with the pricing are also required. If the contract is a percent discount from list, then a copy of the original manufacturer's list price must be attached. This will usually be in the form of a published price list. If only some of the items on the contract are being sought, then only the pages with those prices are required.

**CONTRACTS FROM OTHER COOPs/GOVERNMENT ENTITIES:**

A copy of award letter/memo/agenda item by the government entity to the vendor is required.

#### **4.9 Receiving and Inspection**

It shall be the responsibility of each department to designate an employee who, immediately upon receipt of product or service, shall inspect that product or service received by the County to ensure that it meets the specifications as set forth in the purchase order. The employee shall inspect for proper quantities, proper quality, prompt delivery, and no damage. The receiving person should have available a copy of the purchase order and/or the packing list for verification purposes. Any deviations from the purchase order shall be immediately documented by the employee and notice of deviations shall be sent to the supplier and the Purchasing Agent. If the products received were ordered by the Purchasing Agent, the packing list shall be forwarded to the Purchasing Office.

The act of signing a delivery slip does not necessarily constitute acceptance of an order. Any problems with an order shall be documented and reported to the vendor as soon as possible to resolve the issue. Time is of the essence when dealing with problems on an order. If items received are damaged or defective, the Department receiving the goods should not use the items and shall immediately notify the vendor for the corrective action. Failure to timely advise the vendor and/or freight carrier may limit the County's remedies against the Vendor or Supplier. Also, if an item is delivered damaged, the receiving employee has the responsibility to protect it and all packing materials from any further damage, and to make it available to the vendor and/or carrier for inspection.

When signing for services performed, the receiving employee shall sign only for what was actually performed. The receiving employee should never sign blank invoices or service tickets. The receiving employee must ensure that his/her department receives a copy of the service ticket or packing list for the work performed.

#### **4.10 Payment of Invoice**

It is the responsibility of the using department to request payment of goods or services received. The County Finance Office has certain policies and procedures to follow and will furnish those upon request and provide instruction.

All payments to vendors shall be in accordance with the Florida Statutes, "Prompt Payment Act," governing payment for goods or services by government agencies. It is imperative that all invoices are paid as promptly as possible.

#### **4.11 Fixed Asset Procedure**

Items with a value of more than \$5,000.00 and with an estimated life span of more than three (3) years shall be considered a fixed asset and shall require a property sheet be completed and added to the County's property inventory per established policy.

## **SECTION 5.0 Procedures for Bids and Request for Proposals/Qualifications & Invitation to Negotiate**

### **5.1 Standard Format**

All bids shall be developed using a standardized bid format and language unless an exception is made in writing by the County Administrator and/or County Attorney. It should be noted on all bids, requests, and invitations that the County retains the right to reject any and all bids or proposals for any or no reason and may choose to re-bid or withdraw the invitation or request at the discretion of the Board or their designee.

### **5.2 Competitive Sealed Bids/Proposals**

In compliance with Section 4.9 - Cooperative Purchasing; the Board may waive the sealed bid/proposal requirements when deemed in the best interest of the County. Otherwise, all purchases for commodities and services, when the estimated cost thereof will exceed \$50,000.00 shall be purchased by competitive sealed bid or proposals after due notice inviting proposals. The technical specifications of the request for bid/proposals are to be prepared by the requesting Department Head, who shall coordinate with the Purchasing Department on legal ads, dates, opening, vendor lists and other pertinent information as may be required by the Administrative Services Director, Purchasing Agent or the County Administrator.

### **5.3 Notice Inviting Bids/Proposals**

Newspaper - Notice inviting bid/proposals (unless otherwise provided by law) shall be published once in at least one newspaper of general circulation in the County, and at least ten (10) calendar days prior to the last day set for the receipt of bids or proposals. Section 255.0525, Florida Statutes, states that any construction project that is projected to cost more than two hundred thousand dollars (\$200,000.00) shall be publicly advertised at least once in a newspaper of general circulation in the County at least 21 calendar days prior to the bid received date and at least five (5) calendar days prior to any scheduled pre-bid conference. If the construction project is expected to cost more than five hundred thousand dollars (\$500,000.00), it must be advertised at least 30 calendar days prior to the bid received date and at least five (5) calendar days prior to any pre-bid conference.

Written Notice – The notice shall include a general description of the goods or services to be purchased, the location where specifications may be obtained, closing date, and the time and place for receipt of and the opening of bids.

Bidder's List – Vendors on the bid list shall be provided notice of the Invitation to Bid which states the same information appearing in the written notice. This may be via e-mail, mail or other communicative technology as deemed appropriate by the County. Bidders List procedures are contained in Section 8.0 herein.

Website /SBA– When advertised in the newspaper, the notice shall also be listed on the official County website at [www.jacksoncountyfl.gov/services/purchasing/](http://www.jacksoncountyfl.gov/services/purchasing/), posted on [www.centralbidding.com](http://www.centralbidding.com) and forwarded to the Regional Small Business Association (SBA) located in Jacksonville, FL. MWBE shall be notified.



#### **5.4 Development of Request for Proposal**

The Department Head shall decide, based on the specific services needed, if professional services are required. This decision can be made once it is determined that in-house resources are not available to adequately provide such service.

The Department Head shall outline specific needs and objectives that shall be addressed by the proposers.

The Purchasing Agent with the assistance of the Department Head (or their designee) shall prepare the criteria and development of the proposal which should include, but not be limited to, the following:

- Introduction
- General Conditions
- Terms and Conditions
- Background
- Scope of Service Required
- Evaluation Criteria
- Proposal Schedule
- Selection Process

Requests for Proposals (“RFP”) shall be advertised in at least one newspaper of general circulation in the County for a minimum of ten (10) calendar days prior to the submission deadline. Requests which require a response time of less than ten (10) calendar days must be approved by the County Administrator and ratified by the Board. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

#### **5.5 Advertisement/Notice of Proposal**

A current (qualified) vendor list is prepared by the Department Head.

The RFP will be advertised in at least one newspaper of general circulation in the County a minimum of ten (10) calendar days prior to submission deadline.

RFPs will be provided to the firms on the vendor list and to those who have responded to the advertisement.

Based on recommendations from Administration and/or the Purchasing Agent the Board shall appoint a Ranking Committee. Meetings of the ranking committee shall be in accordance with Section 286.011, Florida Statutes (the Sunshine Law) and shall be noticed as appropriate.

A copy of the RFP is issued to each member on the Ranking Committee. Copies of the RFP will be issued to other interested persons as requested.

Upon receipt, all RFPs are recorded with the date, time and initials by the Purchasing Agent or their designee, placed in the Purchasing Agent’s Office and held unopened until the advertised opening date. RFPs are opened publicly at the time and place specified in the RFP and verified for compliance with requirements of the RFP.

## **5.6 Ranking Firms**

The Proposal is distributed to the Ranking Committee for review in accordance with the established time frame. The Ranking Committee shall use an appropriate form, as approved by the Administration and/or Purchasing Agent when short listing firms. The initial shortlist shall depict all firms submitting RFPs. A numerical ranking shall be indicated for each firm. Also, each Selection Committee member's name shall be listed on the form.

The individual rankings must be completed within 7 working days and submitted to the Purchasing Office for tabulation. The Finance Office will validate all ranking forms prior to presenting to the Board for review and/or approval.

## **5.7 Request for Qualifications**

Request for Qualifications shall be prepared by administrative staff, as appropriate, and noticed as in Section 5.5 above. This should be utilized in the recruitment of qualified professional consulting and/or legal assistance. The Notice should include the following:

- Introduction
- General Conditions
- Terms and Conditions
- Background
- Scope of Service Required
- Evaluation Criteria
- Proposal Schedule
- Selection Process

Proposers shall be ranked by a committee designated by the Board or County Administrator and presentations may be made to the Board for consideration.

## **5.8 Invitation to Negotiate**

This format should be utilized when the scope of the project is not clearly defined. The Invitation shall invite vendor input on the scope, schedule, and process for initiating the project. Invitations to Negotiate shall be noticed as indicated in Section 5.3 of this policy and shall include:

- Introduction
- General Conditions
- Background
- Evaluation Criteria
- Schedule and Selection Process.

## **5.9 Contract Negotiations**

Upon approval by the Board of the ranking, the County Administrator or designee will negotiate a contract with the top ranked firm. Should the County Administrator or designee be unable to negotiate a satisfactory contract with the top ranked firm within a reasonable time, negotiations with that firm shall be formally terminated. The County Administrator or designee shall then undertake negotiations with the second ranked firm. Failing to satisfactorily negotiate with the second ranked firm, the County Administrator or designee shall terminate negotiations with that firm. The County Administrator or designee shall then undertake negotiations with the third ranked firm.

Should the County Administrator or designee be unable to negotiate a satisfactory contract with any of the selected firms, the County Administrator or designee shall, with the approval of the Board, select additional firms from the original shortlist to continue negotiations or re-advertise. Once a satisfactory contract has been reached, the Board may approve the contract and authorize the Notice to Proceed.

## **5.10 Bid Bonds/Deposits**

Construction bids \$50,000.00 and over will require bid bonds. This bond/deposit shall be for five percent (5%) of the amount of the bid. Unsuccessful bidders shall be entitled to full return of their bond/deposit. Upon determination by the Board, the successful bidder shall forfeit this bond/deposit or a portion thereof, upon failure to enter into a contract or act on the purchase order issued within thirty (30) working days of the bid award date. Note: unless otherwise noted, this bid bond requirement is primarily for construction type bids and NOT for product type bids.

## **5.11 Bid Submission**

Bid/proposals shall be submitted to the County no later than the date and time designated in the instructions. The envelope containing the bid/proposal shall be sealed and marked according to instructions in the specifications. The Purchasing Agent or designee shall date and time stamp each bid/proposal as it is received and file the bids/proposals, unopened, in a secure file until the time designated for the opening. Bids/proposals received after the designated date and time shall be held unopened in the Purchasing Office.

Pre-bid/proposal conferences/contractor's meetings will be held when deemed necessary by the Department Head, Purchasing Agent, Administrative Services Director, or the County Administrator. Notification of the Pre-bid/proposal conferences will be outlined in the bid/proposal package. However, any written material to be distributed to potential respondents must be approved in advance by the Purchasing Agent and made part of the bid/proposal package.

Registration or certification under Florida Statute Chapter 489 is required before any contract is awarded for construction work on buildings or other improvements to real property, except for roads or utilities as specified in Section 489.113, Florida Statutes, or is otherwise exempt under Section 489.103, Florida Statutes.

### **5.12 Bid/Proposal Opening**

Bid/proposals shall be opened in public at the time and place stated in the public notice, a designee from both the Purchasing Office and the Finance Office must be present at all bid openings. The purpose of the bid/proposal opening is to record the bid/proposals received, not to analyze them.

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. A recording of all bid/proposals received shall be available for public inspection. A copy may be provided upon request and a copying charge may apply.

### **5.13 Rejecting Bids**

The Board shall have the authority to reject any and all bids for any or no reason. The County will not be held responsible for any costs incurred by vendors/bidders in the case of rejection.

### **5.14 Correction or Withdrawal of Bids; Material Mistakes; Cancellation of Awards**

A bid submitted to the County as part of a competitive bid procedure may not be withdrawn unilaterally by the bidder. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for bid opening.

After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. The Board reserves the right to reject any bid containing a material mistake. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interests of the County or fair competition shall be permitted. Unit price when applicable will be the prevailing decision when an extension price is in error. In place of bid correction, a low bidder establishing a non-judgmental material mistake of fact may be permitted to withdraw its bid if:

1. The bid was submitted in good faith;
2. The magnitude of the error made would make enforcement a severe hardship;
3. The miscalculation was not the result of gross negligence;
4. The bid error was reported immediately to the County;
5. It is not later than twenty-four (24) hours after bid opening, except that if the following day is not a business day for the County. In such case, a withdrawal may be made until 12:00 noon the next County business day.

All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination by the County Attorney.

### **5.15 Award and Contracts**

The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest and/or best value responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. An award is not final until a notice of award is provided to the successful bidder or proposer.

#### **Types of Contracts:**

**Written Contract** -- A contract refers to a written document, whether it is a purchase order, formal written contract or other written agreement between the supplier, contractor, and/or vendor and Jackson County. This document establishes the legal working relationship between two parties. It specifies everything that is to be provided: what, when, where, how much, how many, what size, what color, how delivered, where delivered, etc. It specifies how and when payments of goods and services are to be made, maintenance terms, guaranties, etc. The contract establishes in advance the ground rules of the terms and conditions.

A written contract is used when engaging in construction, purchase of goods and/or services where a purchase order is not adequate to describe all the terms and conditions and is required to be executed by both parties. A purchase order is used as backup and processed as encumbrance of funds. The Administrative Services Director, County Attorney, County Administrator, and/or Board must approve the written contract where applicable per the purchasing policy.

**Purchase Order** -- A purchase order is the County's official legal document of contract between the County and contractor, issued separately or in conjunction with other documents. A purchase order is a contract used to authorize a vendor to proceed with the purchase of goods, services and/or construction as specified, and obligates the County for payment. The purchase order is used in support of other contracts or by itself to establish legal financial obligations. A purchase order may result from price research, informal quotations, sole source or competitive negotiations, or formal solicitation of bids. A purchase order shall be issued after having justification, competitive quotes, and bids or per the Purchasing Policy limits and after confirming the availability of funding. The purchase order must be written so that all the pertinent information is clear, concise, and complete, therefore preventing any unnecessary misunderstandings with the vendor.

**Change Order**-- A change order is processed whenever a change to the original purchase order is necessary. Change orders are completed for modifications to descriptions, unit cost, quantities, etc. The Department Head shall execute any change order and forward to the Purchasing Agent. The change order will be handled as for approval levels just like an original purchase threshold amount. Change orders shall not be used to avoid any standard purchasing procedure for procurement by the competitive procedures. The change order must be clearly and concisely defined as to what changes and justification why the change is being requested.

### **5.16 Lowest/Best Value Bidder**

In determining lowest and/or best value of a bidder, in addition to price, the following will be considered:

- Ability, capacity and skill of the bidder to perform the contract.
- Sufficiency of the financial resources and ability of the bidder to perform the contract or provide the product or service.
- Whether the bidder can perform the contract within the time specified, without delay, interference, or conflict with current workload.
- Character, integrity, reputation, judgment, experience and efficiency of the bidder.
- Quality of performance of previous contracts.
- Previous and existing compliance by the bidder with laws and regulations relating to the contract.
- Quality, availability and adaptability of the supplies or contractual services to the particular use required.
- Ability of the bidder to provide further maintenance and service for the use of the subject of the contract.
- Number and scope of conditions attached to the bid.
- Qualifications of personnel, licensing and corporate qualifications.
- Evidence of improper litigation.
- Use of one or more subcontractors with a record of poor performance.

### **5.17 Bid Challenge**

**NOTE:** For the purposes of this Section, the County may consider evidence from the ten-year period preceding the subject bid.

Any bid award recommendation may be challenged on the grounds of material irregularities in the bid procedure, or material irregularities in the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing and delivered to the County Administrator's Office within seventy-two (72) consecutive hours after posting of the intended recommendation of award (excluding Saturdays, Sundays, and County holidays). A formal written bid challenge shall be filed within five (5) working days in the County Administrator's Office after the date on which the notice of intent of bid challenge has been submitted. Failure to file a timely notice of intent of bid challenge or failure to file a timely formal written bid challenge shall constitute a waiver of bid challenge proceedings. Bidders who do not submit a legitimate bid do not have standing to file a protest and no action will be taken on any challenge filed by a bidder who did not submit a legitimate bid. Furthermore, bidders who would not be awarded the subject contract even if the challenge were successful lack standing and no action will be taken on any challenge filed by a bidder who would not be awarded the subject contract even if the challenge were successful.

The notice of intent of bid challenge shall contain at a minimum: The name of the bidder, the bidder's address, email address and phone number, the name of the bidder's representative to whom notices may be sent, the name and bid number of the solicitation, and a brief factual summary of the basis of the intended challenge.

The formal written bid challenge shall: Identify the challenger and the solicitation involved, include a clear statement of the grounds on which the challenge is based, refer to the statutes, laws, ordinances, or other legal authorities which the challenger deems applicable to such grounds, and specifically request the relief to which the challenger deems itself entitled by application of such authorities to such grounds. The challenger shall mail a copy of the notice of challenge and the formal written challenge to the apparent best bidder by U.S. Certified Mail or Overnight Courier Delivery (ex: UPS/FedEx). The County Administrator shall, within ten (10) working days of timely receipt of the formal written challenge, cause the challenge to be investigated. In the event the challenge is not resolved, the Board shall, within a reasonable time, be presented with the written challenge and the County Administrator's decision to the challenge prior to award of the bid. The procurement, which is the subject of the protest, shall not proceed until a final decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect substantial interest of the County.

Nothing herein relinquishes the County's rights to waive irregularities and formalities in accordance with its bid package and instructions. Further, nothing herein shall create any rights in the unsuccessful bidder. All decisions of the Board shall be final.

#### Exemption from Competitive Bidding

The requirement for competitive bidding procedures shall be waived for the purchase of:

- 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;
- All heavy equipment repairs 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. The Department Head and Purchasing Agent shall review the quotations and provide a recommendation to the County Administrator for awarding the bid.
- The Administrative Services Director is authorized to approve heavy equipment repairs not to exceed \$10,000.00 and the County Administrator is authorized to approve repairs between \$10,000.00 and \$50,000.00. Should a repair exceed \$50,000.00, the County Administrator shall agenda the item for ratification by the Board at a regularly scheduled Board Meeting;
- Commodities or services from established State of Florida, PRIDE, RESPECT, government pricing, Federal General Services Administration contracts and other contracts competitively bid by government entities;

- The 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;
- Supplies, professional and contractual services from a single source upon certification by the Administrative Services Director stating the conditions and circumstances requiring the purchase. This certification shall set forth the purpose, need and justification that the item or service is the only one that will produce the desired results;
- Public utility services;
- Consultant Services, other than those regulated by Florida Statutes Section 287.055 “Consultants Competitive Negotiations Act”;
- Supplies or equipment where compatibility of equipment, standardization of products or services, accessories or replacement parts permits only one reasonable source of supply;
- Grants (direct payment) and Social Services (e.g., burials and indigent patient services);
- Advertisements; Postage; Legal Services, Expert Witnesses; Court Reporter services;
- Dues and memberships in trade or professional organizations; Fees and costs of job-related seminars and training; travel;
- Artists, music ensembles (bands) and other entertainment providers;
- Emergency purchases;
- Other commodities or services, as determined by the Board.

#### **5.18 Sole Source/Single Source**

The term “sole source” means that the commodity can be legally and reasonably 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.

The term “single source” means that a commodity can be purchased from multiple sources, but in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials) there is only one economically feasible source for the purchase.

Purchases of goods and/or services from a sole/single source may be exempted from the quoting or bidding requirements upon written demonstration that: (1) the use is justified based on costs or interchangeability factors; (2) the use is recommended by the project architect, engineer, or affected Department Head; (3) the rationale for sole/single source is approved by the County Administrator and/or Board as authorized by the Purchasing Policies.



## **SECTION 6.0 UNAUTHORIZED PURCHASES**

Except as herein provided, it shall be a violation of Board policy for any officer, employee, or agent of the Board to order the purchase of any materials, supplies, equipment, professional or contractual services or to make any contract within the purview of this Policy other than through the guidelines established in this policy. Any purchase order or contract made contrary to the provisions herein shall not be approved, and the County shall not be bound thereby.

Purchases, orders, or contracts that are subdivided to circumvent the Purchasing policy shall be considered unauthorized purchases and are prohibited.

## **SECTION 7.0 PAYMENT AND PERFORMANCE BONDS**

The County Administrator, Administrative Services Director and/or Purchasing Manager shall determine if payment and performance bonds shall be prescribed. Said bond(s) as a requirement shall be included in bid documents, if applicable. All contracts that require payment and performance bonds from a surety company shall require approval by the Board. Payment and performance bonds shall be at least 100% of the contract price.

A contractor or vendor shall provide a surety bond from a surety company authorized to do business in the State of Florida to guarantee the full and faithful performance of his contractual obligations and the payment of labor and material expended pursuant to the contract whenever and in such amounts as is deemed necessary by the Purchasing Agent and/or the Administrative Services Director.

## **SECTION 8.0 BIDDERS LIST**

A bidders list for the purpose of bid solicitations may be maintained by the County. The list shall consist of firms that apply with the County to be placed on the list. It is the responsibility of any potential bidder to ensure that it is placed on the active bidders list for a particular category of products or services.

The County may remove firms from the bidders list for any of the following reasons:

- (a) Consistent failure to respond to bid invitations three (3) consecutive instances.
- (b) Failure to update the information on file including address, product or service description or business description.
- (c) Failure to perform according to contract provisions.
- (d) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (e) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals or the awarding of contracts.
- (f) Clear and convincing evidence that the vendor has attempted to give a County employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (g) Other reasons deemed appropriate by the Board.

## **SECTION 9.0 CONFLICT OF INTEREST**

No elected official, employee, or agent of the County shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent would be involved. Such a conflict would arise when the elected official, employee, or agent, or his or her immediate family has a financial or other interest in the firm selected or considered for award. The County's elected official, employees, or agents shall neither solicit nor accept gratuities, favors, or anything, regardless of value, from contractors, potential contractors, or parties to sub-agreements.

Violations of these standards of conduct may result in disciplinary action as set forth in Section 112.371, Florida Statutes provided that such disciplinary action does not conflict with the jurisdiction of the State of Florida Commission on Ethics.

## **SECTION 10.0 PUBLIC RECORDS**

The County is governed by the Florida Statutes Public Records Laws. All bids, RFPs, quotes, and all documentation are open for public inspection once a recommendation for award is made. Certain proprietary and financial information from vendors may be excluded under very strict circumstances. All memos and internal correspondence concerning any purchasing matter are open for public inspection. Official records and documents shall be retained per the requirements set forth in the Florida State Statutes and the General Records Schedule GS1-SL for State and Local Government Agencies.

## **SECTION 11.0 GRANTS**

Pursuant to 2CFR sec. 200.110, Jackson County elects to use the previous standards for an additional one (1) fiscal year term, effective October 1, 2017, through September 30, 2018.

Expenditures from funds other than general fund tax dollars may require special processing because of specific legal terms and conditions placed by the funding agency. Grants often have certain purchasing requirements that are different or additional to the County's Purchasing Policy and they require special purchasing procedures. It is the responsibility of the using department to identify any special purchasing requirements or provisions, notify Purchasing of them, and to ensure that all requirements are followed.

State Housing Initiatives Partnership (SHIP) Grant: Qualifying projects under the SHIP Guidelines do not require Board approval to initiate the bid process. Projects will be bid in accordance with the Purchasing and/or SHIP Guidelines and will be presented to the Board for final approval/award.

## **SECTION 12.0 CREDIT APPLICATIONS**

The County Administrator and/or the Administrative Services Director shall have the authority to approve Credit Applications when it is deemed necessary and in the best interest of the County.

## **SECTION 13.0 SURPLUS PROPERTY AND DISPOSAL**

### **13.1 Obtaining Surplus Property**

The Purchasing Agent and/or the Administrative Services Director has the authority to obtain property from authorized surplus property programs such as other government agencies, manufacturers, business or public auction when purchased in accordance with the Purchasing Policy thresholds.

Surplus property obtained from another government agency (a County, a City) is reviewed and the appropriate process determined by the Administrative Services Director on a case-by-case basis.