

# Purchasing Policy

Adopted by Ordinance # 2022-22

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## **St. Johns County Purchasing Division**

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# Table of Contents

- Table of Contents..... 2
- Section 1 Purpose..... 5
- Section 2 Definitions ..... 6
- Section 3 Organization.....14
- 3.1 Appointment.....16
- Section 4 Procurement Authority.....16
- 4.1 Board Authority .....16
- 4.2 Delegated Authority.....16
- Section 5 Ethics and Code of Conduct.....18
- 5.1 Misuse of Confidential Information .....19
- 5.2 Reporting Corruption and Ethical Misconduct.....19
- 5.3 Supplier Ethics and Code of Conduct.....20
- 5.4 Violations of Policy and Ethical Code of Conduct .....20
- 5.4.1 Misconduct by Staff .....20
- 5.4.2 Misconduct by Suppliers .....21
- Section 6 Sourcing.....21
- 6.1 Purchasing Thresholds .....21
- 6.2 Sourcing Strategies.....22
- 6.2.1 Request for Quotes (RFq) .....22
- 6.2.2 Request for Information / Letters of Interest (RFI) (RLI).....22
- 6.2.3 Invitation for Bids (IFB).....22
- 6.2.4 Request for Qualifications (RFQ) .....22
- 6.2.5 Request for Proposals (RFP) .....23
- 6.2.6 Public-Private Partnerships .....23
- 6.2.7 Invitation to Negotiate (ITN) .....23
- 6.2.8 Emergency Purchases .....24
- 6.2.9 Reverse Auctions .....25
- 6.2.10 Standardization .....25
- 6.2.11 Sole Source – Single Source.....25
- 6.2.12 Owner-Direct Purchases .....26
- 6.2.13 Cooperative Procurement / Piggybacking.....26
- 6.2.14 Exceptions and Exemptions .....27
- 6.3 Specifications and Scopes of Work .....28

6.3.1 Specifications Developed In-house .....	28
6.3.2 Specifications Developed by Third Parties .....	29
6.4 Insurance .....	29
6.5 Advertisements .....	30
6.6 Tie Bids.....	30
6.7 Bonds.....	30
6.8 Cancellation of Solicitations .....	31
6.9 Irregularities/Deviations.....	31
6.9.1 Material Deviations.....	31
6.8.2 Immaterial Deviations.....	32
6.10 Withdrawal of Bids or Proposals.....	32
Section 7 Response Evaluation .....	32
Section 8 Negotiation.....	33
Section 9 Lobbying Prohibition.....	33
Section 10 Public Records .....	34
Section 11 Public Meetings.....	34
Section 12 Debarment and Suspension .....	35
Section 13 Protests, appeals, disputes .....	36
13.1 Right to Protest .....	37
13.2 Protest Requirements.....	37
13.3 Authority to Resolve Protests .....	38
13.4 Appeal of a Protest Decision .....	38
13.5 Administrative hearing.....	38
Section 14 Contract Formation and Administration .....	39
14.1 Contracts.....	39
14.1.1 Contract Types.....	39
14.1.2 Construction Contracts.....	39
14.1.3 Continuing Contracts.....	40
14.2 Contract Execution.....	41
14.3 Early Payment Discounts .....	41
14.4 Change Orders or Amendments.....	42
14.5 Contract Administration .....	43
14.6 Early Contract Termination.....	43
14.7 Assignment of Contracts .....	43
Section 15 Contract Disputes/Claims .....	44
15.1 Contract Claims.....	44

Section 16 Special Programs .....45  
16.1 County Issued Credit Cards .....45  
17.2 Small, Minority and Women-owned Business Enterprises.....46  
17.3 Local Business Preferences .....46  
17.3.1 Local Business .....46  
17.3.2 Preference in Requests for Quotes and Competitive Sealed Bids (Price Based).....47  
17.3.3 Preference in Requests for Proposals or Requests for Qualifications. ....47  
17.3.4 Preference in Single or Sole Source Procurements.....47  
17.4 Sustainable procurement .....48  
Section 18 Property and Asset Control .....49  
18.1 Surplus Disposition .....49

## Section 1 Purpose

The purpose of the St. Johns County Purchasing Policy (“Policy”) is to provide for fair and equitable treatment of all persons involved in public purchasing for St. Johns County, Florida (County), to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

Further, this Policy sets forth and establishes the County’s policies for the administration of all procurement and contracting activities for goods, services, and construction required for the operation of County departments. Unless explicitly excluded, the policies contained herein for the expenditure of funds applies to all officials, departments, and employees that report to, and are the responsibility of, the County Administrator. This Policy shall apply to all procurement and contracting activities conducted after the effective date of this Policy as shown below.

This Policy shall be construed in a manner consistent with any applicable provision of the general and special laws of the State of Florida and shall not apply to the extent any provision is in conflict with such laws, provided, however, the provisions of this Policy may supersede such laws where the general or special law permits such an application or interpretation.

The Assistant Director of Purchasing & Contracts is responsible for disseminating this Policy as well as any and all related procedures and instructions to all County departments.

This Policy, adopted by Ordinance No: 2022-22 of the St. Johns County Board of County Commissioners replaces and supersedes all policies and procedures contained in the Purchasing Procedure Manual Section III of County Administrative Code issued in January 1993 and last revised in December 2020 in their entirety and shall become effective on July 1, 2022.

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Henry Dean, Chair

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Date

## Section 2 Definitions

1. **Addendum** – A written change, addition, alteration, correction, or revision to a solicitation or contract document (most commonly used in reference to a solicitation).
2. **Advertisement** – A public notice of a formal solicitation issued by the County, required by law or policy.
3. **Amendment** – A document providing the written modification to a previously issued Contract, adding, revising, replacing, or removing terms and conditions or provisions of the Contract.
4. **Asset** - Fixtures and other tangible personal property of a non-consumable nature, the value of which is \$1,000.00 or more, and the normal expected life of which is one year or longer.
5. **Best Value Procurement** – A method of procurement that considers factors in addition to price to accomplish the highest and most effective solution to the County's need, accomplished through Formal and Informal Solicitations.
6. **Bid** - A response submitted by a Bidder to an Invitation for Bids.
7. **Bid Bond** – A surety bond issued by an insurance company, accompanied by a monetary commitment, by which a third party 'surety' accepts liability and guarantees that the bidder will undertake the contract according to the terms of the Invitation for Bids.
8. **Bid Security** – A bond or deposit which guarantees a Bidder, if awarded, will honor their Bid as submitted; may be in the form of a certified or cashier's check in an amount specified in the Bid, or a Bid Bond.
9. **Bidder** - A supplier who has submitted a response to an Invitation for Bids
10. **Blanket Purchase Order** – A purchase order issued for a specific item(s) to be delivered over a given period and for a definite amount of funds.
11. **Board** – refers to the Board of County Commissioners of St. Johns County, Florida
12. **Change Order** – A document providing the written modification to a previously issued Contract, adjusting contract price, scope of work, or completion time.
13. **Construction Contract** – A written agreement with a Contractor to build, alter,

repair, improve, or demolish any structure, facility, building or other public improvement or infrastructure.

14. **Construction Manager at Risk (CMAR) Contract** - Contract in which the County engages a Construction Manager to deliver a project within a Guaranteed Maximum Price (GMP), under which the Construction Manager is responsible for the successful, timely, and economical completion of the construction project.
15. **Consultant** – A Supplier that possesses unique qualifications that allow them to provide specialized advisory services as an independent third-party, usually for a fee.
16. **Consultants’ Competitive Negotiation Act** – Florida Statute § 287.055, governing the procurement of professional services, including engineers, architects, surveyors and landscape architects, commonly referred to as “CCNA”.
17. **Continuing Contract** – Contract for professional services in which task orders will be issued for each individual project, as defined under and in accordance with provisions of CCNA.
18. **Contractor** – A Supplier that has been contracted by the County to provide goods, services or construction.
19. **Cooperative Procurement** –When two or more entities combine their requirements through a single solicitation to obtain advantages of volume purchases, including administrative savings.
20. **County** – refers to St. Johns County, a political subdivision of the State of Florida. Also referred to as “Owner” in this Policy and in some Contracts.
21. **Department Head** – The individual of highest authority within a given County Department, often designated as the Director or Chief.
22. **Design-Bid-Build** - A sourcing method in which the design is completed by the County, or a third-party under a contract, followed by an award of a separate Contract for construction of the project.
23. **Design-Build Contract** – A Contract for the design and construction of a project awarded to a single supplier. The Design-Build Firm oversees and assumes the risk for all phases of design and construction.
24. **Design-Build Firm** – A Supplier as defined under Florida Statute § 287.055(2)(h), to whom a Design-Build Contract is issued and who is responsible for the

performance of the contract requirements including all phases of design and construction.

25. **Discount** - An allowance, reduction, or deduction from a selling price or list price extended by a Supplier to the County.
26. **Emergency Purchase** – A purchase or contract for goods or services issued under partial or waived procurement processes due to an urgent situation in which there is an imminent threat to the health, welfare, safety, property or other substantial loss to the County, or the conservation of public resources is at risk.
27. **Entity** – Refers to a public sector organization or agency.
28. **Equipment** – Tools, devices, machines, apparatus, hardware, fixtures, and vehicles that are used to assist in achieving a particular purpose and have an initial value of \$1,000 or more and a life expectancy of at least one year.
29. **Federal** – Refers to any agency, department, or branch of the United States government.
30. **Formal Solicitation** – A procurement in which the value is above the designated threshold of \$250,000 which must be accomplished through an Invitation for Bids, Request for Proposals, Request for Qualifications, or Invitation to Negotiate, must be publicly advertised, and responses must be submitted in a sealed package and are opened in public at a specified date and time.
31. **General Services (Non-Professional Services)** – Support services performed by a Supplier which may require specialized knowledge, experience or skills that includes, but is not limited to janitorial services, security services, grounds maintenance, and equipment maintenance, which may or may not require specific licenses, certifications, other professional designations or specialized training that are required for the operations of the County.
32. **Good(s)** – Tangible items other than real property, construction, or services, such as repair parts, equipment, and office supplies. Unless otherwise state the Uniform Commercial Code (UCC) applies to procurement of goods.
33. **Grant** – Funds given (granted) by one entity to another entity for a particular purpose.
34. **Grantor** – The entity that provides the grant funds.
35. **Indefinite Delivery/Indefinite Quantity Contract** - Contract that provides for the



delivery of indefinite quantities, within stated limits, of goods or services to be furnished during a fixed period, with deliveries, quantities, and/or performance to be scheduled by placing orders with the Contractor.

- 36. Informal Solicitation** – A competitive request for quotes or proposals that does not require advertisement, public opening or responses to be submitted in a sealed package. Issued when cost is less than designated threshold of \$250,000.
- 37. Invitation for Bids (IFB)** – A written Formal Solicitation for competitive sealed Bids for the acquisition of goods, construction, or services by the County in which price is the basis for award.
- 38. Invitation to Negotiate** - A written Formal Solicitation for competitive sealed Proposals intended to determine the best method for achieving a specific goal or solving a particular problem in which price is one of several criteria as the basis of award, and which allows for negotiations with one or more Proposers concurrently in order for the County to achieve best value.
- 39. Liquidated Damages** – Damages in the form of a monetary payment, agreed to by the parties to a contract, to be paid by the party that breaches or defaults all or part of the contract, to the other party to the contract. Liquidated damages may not be imposed as an arbitrary penalty.
- 40. Lobbying** – Activities by an individual seeking to influence the Board, County staff or County representatives in their decision-making process.
- 41. Local Business** – A business having its principal place of business and mailing address within the geographic boundaries of St. Johns County, Florida, and meeting the requirements for consideration of a Local Business as provided in this Policy.
- 42. Local Business Preference** – Additional (preferential) consideration for award given to a Local Business.
- 43. Micro Purchases** – Purchases in which the aggregate total for the purchase is equal to or less than \$10,000.
- 44. Minority/Disadvantaged/Women Owned Business Enterprise** – A Supplier currently certified by an acceptable Entity to be at least fifty-one percent (51%) owned by minority persons who are members of a group that is of a particular race, ethnic or gender makeup or national origin which has historically been subjected to disparate treatment due to identification in and with that group resulting in under representation of commercial enterprises and whose

management and daily operations are controlled by such persons.

- 45. Multi-Year Contract** – A Contract for goods, services or construction that extends beyond a period of one year either within the Initial Term, or through the exercise of any available Renewal Term of the Contract, containing provisions for termination for convenience or non-appropriation.
- 46. NIGP The Institute for Public Procurement** – An international non-profit organization supporting and elevating the public procurement profession through global values, principles, and standards of practice.
- 47. Owner Direct Purchases** – The direct purchase of equipment, materials and/or supplies by the County in order to achieve sales tax savings where such equipment, materials and/or supplies are included in the cost of a construction project in accordance with Rule 12A-1.094, Florida Administrative Code.
- 48. Partial Payment or Progress Payment** – A timed sequence of payments made during the performance of a Contract or periodic payments made over the life of a Contract that allow the Supplier to submit invoices for payment as progress is made in performing the contract.
- 49. Payment Bond** – A surety bond issued by an insurance company, after award of a Contract, and posted by a Contractor to guarantee that all subcontractors, laborers, and suppliers utilized under a Contract will be paid for the satisfactory completion of work performed.
- 50. Performance Bond** – A surety bond issued by an insurance company and posted by a Contractor after award of a Contract, to guarantee satisfactory completion of the work under the awarded Contract.
- 51. Piggyback** – A form of cooperative purchasing in which an entity will be extended the pricing and terms of a contract entered into by another entity that has competitively awarded a contract that includes language allowing other entities to utilize the contract.
- 52. Professional Services (CCNA)** – Those services within the scope of practice of Professional Architecture, Landscaping Architecture, Engineering, or Registered Land Surveying as defined in Florida Statute § 287.055 or those performed by any professional architect, landscape architect, engineer, or registered land surveyor, in connection with their professional employment or practice.
- 53. Professional Services (Non-CCNA)** - Professional services other than those defined in Florida Statute § 287.055, that require personal licensure, certifications,

other professional designations, or specialized training in order to perform the services within their profession such as appraisal services, training, accounting, and medical services.

- 54. Proposal** – An offer by a Supplier to provide goods, services, or construction in response to a Solicitation by the County.
- 55. Proposer** – A Supplier who has submitted a proposal in response to a formal or informal Request for Proposals.
- 56. Protest** – A written objection by an interested party to a solicitation or award of a Contract with the intention of receiving a remedial result.
- 57. Public Construction Bond** – A surety bond issued by an insurance company and posted by a Contractor after award of a Contract, conditioned upon the Contractor's performance of the work in the time and manner prescribed in the Contract and promptly making payments to all subcontractors, laborers, and material suppliers for prosecution of the work under the Contract.
- 58. Public-Private Partnership (also referred to as P3)** – A public facility or infrastructure Contract between a Supplier and Entity which includes components of design and build, and may include components of financing, operations, maintenance or management into a single Contract, where the Supplier may assess fees to users of the facility or from taxpayers over the term of the Contract.
- 59. Purchase Order** – The County's written document issued to a Supplier formalizing all the terms and conditions of a transaction, such as a description of the requested items, cost of items being purchased, delivery schedule, terms of payment, and transportation. May also be used as an internal instrument to encumber funds for the purchase of, or contract for the provision of goods, services, or construction.
- 60. Quote** – An offer by a Supplier to provide goods or services to the County, which may be written or verbal, and is the sourcing method used for purchases for which the cost is less than the threshold for Formal Solicitation.
- 61. Rental/Lease Contracts** - Contracts for the temporary use of items such as equipment and vehicles and whereby the County agrees to use the property owned by the supplier for a specified period of time for a specified amount.
- 62. Response** – A general term used for the submission by a Supplier in response to the County's informal and formal solicitations (see Bid, Proposal, Quote).

- 63. Request for Information/Letters of Interest** – A written solicitation for information regarding products, services or solutions that are available in the market to solve a problem or meet a need for the County. May also include a request for a Letter of Interest from Suppliers regarding an upcoming solicitation for Proposals.
- 64. Request for Proposals (RFP)** – A written Formal Solicitation for competitive sealed proposals in which price is one of several criteria considered in the evaluation to determine the proposer(s) who presents the best value to the County.
- 65. Request for Qualifications (RFQ)** – A written Formal Solicitation of Supplier qualifications in which price is NOT a criterion considered in the evaluation to determine the Supplier(s) best qualified to provide the requirements of the solicitation.
- 66. Request for Quotes (RFq)** – A written request to Suppliers which includes a description of the goods or services needed, and which Suppliers submit pricing and other pertinent information required to make a purchase. Award of the purchase may be based on price, quality, delivery, service, past performance, and reliability.
- 67. Requesting or User Department** – The County Department that identifies a need for goods, services, or construction and generally, is the recipient and/or user of the needed good or service, and serves as the County’s Project Management Team for a construction project.
- 68. Responsible Bidder/Proposer** – A Bidder or Proposer capable of performing in all respects to fulfill the Contract requirements, which includes, but is not limited to possessing any and all required licenses and/or certifications, ability to perform, experience, reliability, capacity, credit, facilities, equipment, and other requirements determined by the County to be necessary to meet the contractual obligations.
- 69. Responsive Bid/Proposal/Quote** – A Bid, Proposal, Quote or Response that conforms to all mandatory or essential requirements contained in the Solicitation.
- 70. Revenue Generating Contracts** – Contracts in which payment is made to the County from the contracted Supplier and include, but are not limited to, concessions, catering, use or operation of County facilities, and sponsorships.
- 71. Reverse Auction** – An online auction in which pre-qualified Bidders submit one or

more bids against each other to win an Entity's business.

- 72. Service(s)** – The furnishing of labor, time, or effort by a Supplier to provide a specific function, role, or task for the County, which may involve to a lesser degree, the delivery or supply of products. The Uniform Commercial Code (UCC) does not apply to procurement of services.
- 73. Small Purchases** – Those purchases in which the aggregate total for the purchase is more than \$10,000 and less than or equal to \$250,000.
- 74. Single Source** – A non-competitive method of procurement used when a Proposal is obtained from only one Supplier to provide goods or services needed due to standardization, warranty or other factors, even though competitive sources may be available.
- 75. Sole Source** -A non-competitive method of procurement used when only one Supplier possesses the unique ability or capability to meet the particular requirements of the County, only one Supplier is practicably available. This is generally used when a particular product and/or manufacturer is required based on existing system, or if a manufacturer has a designated dealer to sell the goods or services.
- 76. Specifications/Scope of Work** – A precise description of the physical characteristics, quality, requirements and/or desired outcomes of a good or service to be procured, which a Supplier must be able to produce or deliver to be considered for award of a Contract. Detailed specifications include the scope of the work required.
- 77. Statute** – Refers to the Florida Statutes unless otherwise denoted.
- 78. Standardization** – The establishment of a single specification or manufacturer's product(s) for a good, range of goods or service for use by the County.
- 79. Subcontractor** – A Supplier engaged by a Contractor to perform part, or all, of its contractual obligation.
- 80. Supplier** – Any individual, firm, partnership, corporation, association, or other legal entity that provides something of need such as construction, goods or services.
- 81. Surplus** – County property that is obsolete, no longer needed and not required for a foreseeable need, or that continued use of is uneconomical or inefficient, which is designated for disposal through auction, bid, sale, donation, destruction or abandonment in accordance with Florida Statute § 274.06.

- 82. Task Order** - A document issued to a Contractor or Consultant under the terms and conditions of a Contract that authorizes performance or completion of a specific project or scope of work within a specified schedule for a specified fee.
- 83. Termination for Cause (Default)** – A contract clause that allows the Contract to be ended by either party, in whole or in part, due to failure by the other party to satisfactorily perform in accordance with the requirements of the Contract.
- 84. Termination for Convenience** – A contract clause that allows all or part of the Contract to be ended unilaterally at the discretion of the County with no reflection on the contractor’s performance.
- 85. Termination for Non-Appropriation of Funds** – A contract clause that the County has no obligation to continue the contract in future years unless money is lawfully appropriated and allows all or part of the Contract to be ended unilaterally at the discretion of the County if funding to enable the continuance is not appropriated or made available.
- 86. Unsolicited Proposal** – A written Proposal submitted to the County on the initiative of a Supplier, not in response to a request by the County.

## Section 3 Organization

The Purchasing Division is under the direction of the Assistant Director of Purchasing & Contracts who shall serve as the Chief Procurement Officer for the County. The Assistant Director of Purchasing & Contracts reports directly to the Director of Office of Management and Budget (OMB) who reports to the County Administrator.

The role of the Purchasing Division is to acquire the goods, services, and construction required for the operation of the County in compliance with all federal, State of Florida, and County statutes, codes, regulations, ordinances, policies and procedures (collectively, Laws).

In its role, the Purchasing Division is responsible for the administration of all procurement and contracting activities associated with the acquisition of goods, services and construction, which includes, but is not limited to developing and enforcing policies and procedures, facilitating fair and open solicitations, providing information to the supplier community regarding contracting opportunities and doing business with the County, providing guidance to County staff in all aspects of procurement processes, advising departments in procurement strategies and specification preparation, and working collaboratively with User Departments to perform contract administration for all contracts awarded by the County.

In fulfilling its role, the Purchasing Division will administer procurement policies, conduct procurement processes, define how to obtain best value, develop and implement purchase and contracting procedures, manage contract processes, and initiate necessary reporting activities.

The Assistant Director of Purchasing & Contracts has the responsibility of overseeing and managing the procurement and contracting activities throughout the County. Other responsibilities of the Assistant Director of Purchasing & Contracts include, but are not limited to:

- Develop procurement and contracting objectives, policies, programs, and procedures for the acquisition of equipment, goods, supplies, services, construction, professional services, and disposal of surplus.
- Act as the County Administrator's representative and designee on matters pertaining to purchasing and contracts.
- Initiate reports necessary for analysis of the Purchasing Division's performance.
- Oversee the facilitation of informal and formal solicitations.
- Facilitate or oversee negotiations for Contracts to ensure best value for the County.
- Interpretation and application of Laws as they relate to procurement and contracting activities.
- Implementation and enforcement of procurement policies and procedures for procurement and contracting activities.
- Arrange for the disposal of surplus goods.
- Work with other requesting departments and users to promote goodwill between the County and its suppliers.
- Prepare and submit annual operating budgets for the Purchasing Division.
- Oversee the administration of all contracts to ensure quality performance and compliance with all Laws governing purchasing and contracts for goods, services and construction.
- Administration and management of the County's P-Card Program.

### **3.1 Appointment**

The Assistant Director of Purchasing & Contracts is appointed by the County Administrator. The Purchasing Manager and all other Purchasing Division staff are appointed by the Assistant Director of Purchasing & Contracts. In the absence of the Assistant Director of Purchasing & Contracts, the Purchasing Manager is authorized to assume the role of the Assistant Director of Purchasing & Contracts with the same level of authority and responsibility.

## **Section 4 Procurement Authority**

No department or employee, except as listed in this Section 304, shall have the authority to sign contracts, agreements, lease or rental agreements or any other form of commitment on behalf of the County, regardless of dollar value. Violators of this policy may be personally liable for payment of such contracts and subject to disciplinary action, up to and including termination.

### **4.1 Board Authority**

The Board is responsible for the award of all contracts, for the hiring of the County Administrator, hiring of the County Attorney, debt service, government affairs services, investments, insurances for casualty-property, employee health benefits, utilities, government fees and taxes, regardless of dollar value.

The Board has authority to approve award of purchases and contracts of \$500,000 or more, which shall be prepared and presented to the Board for approval by the Purchasing Division.

### **4.2 Delegated Authority**

The Board has delegated its procurement authority as follows:

Purchases of utilities and government fees and taxes that are approved in the annual budget will be awarded by the County Administrator. In accordance with Ordinance 2010-47 the Board authorizes the County Administrator to negotiate and execute contracts, leases, purchase orders and other agreements, for professional services as defined in Florida Statute §287.055, goods, services, and construction on behalf of the County up to \$500,000. The County Administrator shall exercise any other such authority to award and execute contracts as the Board may delegate.

The County Administrator is authorized to further delegate purchasing authority to staff and has delegated as follows:



Authorized Signatory	Authority Delegation – Purchasing & Contracts
Deputy County Administrator	Approve the award of contracts and purchases in compliance with this Policy up to \$400,000. Negotiate and execute contracts for new trunk lines, modifications to existing trunk lines, and long-distance services up to \$400,000.
Assistant County Administrator	Approve the award of contracts and purchases in compliance with this Policy up to \$400,000. Negotiate and execute contracts for new trunk lines, modifications to existing trunk lines, and long-distance services up to \$400,000.
Land Management Director	Negotiate for the purchase or sale of real property owned by the County in compliance with Florida Statute §125.35 and as directed by the Board.
Department Heads	Approve one-time purchases up to \$10,000 and defined length equipment rental and lease agreements not-to-exceed a term of thirty (30) days, up to \$10,000. Purchases must be made in accordance with this Policy.
Assistant Director of Purchasing & Contracts	Negotiate and Approve the award of contracts and purchases in compliance with this Policy up to \$400,000.
Purchasing Manager	Negotiate and Approve the award of contracts and purchases in compliance with this Policy up to \$300,000 (\$400,000 in the absence of the Assistant Director of Purchasing & Contracts).
Purchasing Division Staff	Approve the award of contracts and purchases in accordance with this Policy as delegated in writing by the Assistant Director of Purchasing & Contracts up to \$100,000.

The Authorized Signatories shown above may delegate authority, as provided above, and pertaining to this Policy, to individuals under their supervision, provided the delegation of authority is made in writing, includes the specific scope, terms, duration and limits, including the dollar value of the delegation. Any such delegations of authority must be provided to the Assistant Director of Purchasing & Contracts. All individuals with delegated authority pertaining to this Policy must attend training on this Policy and associated procedures and processes prior to exercising any delegated authority, and on an annual basis, as long as the delegation remains in effect.

## **Section 5 Ethics and Code of Conduct**

The procurement of goods, services and construction by County employees is governed by the highest ideals of honor and integrity in order to merit the respect and inspire the confidence of the public being served. The ethical responsibilities of County employees and agents of the County having official responsibility for a procurement transaction are set out in Florida Statute §112.313.

Purchasing Division staff and employees with delegated procurement authority and award decision making responsibilities are held to the County ethics policies for all County employees contained in the HR Personnel Policy Rules and Procedures Manual, the Code of Ethics for Public Officers and Employees, the Code of Conduct in this Section, as well as NIGP; The Institute for Public Procurement's Code of Ethics and Guidelines. At a minimum, the County Staff referenced above must adhere to the following Code of Conduct:

- A. Must not use or attempt to use their official position to secure a special privilege, benefit or exemption for themselves or others.
- B. Must not at any time accept compensation, gifts, gratuities, payment, or a thing of value that is given to influence their actions.
- C. Must not be employed or accept employment with any business entity that present a conflict of interest whereby the employee either directly or indirectly purchases, rents, or leases any realty, goods or services from an employee's own business or from a business their spouse or child is an officer, partner, director, proprietor, or has a material interest, is prohibited.
- D. Must handle all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.

- E. Must conduct their actions in all professional matters with the highest standards of integrity and honesty.
- F. Must adhere to Florida Law including annually filing a State Commission on Ethics Form 1, Statement of Financial Interest prior to the deadline.

## **5.1 Misuse of Confidential Information**

No employee shall access or disclose any information or records, not available to the general public contained in the Purchasing Division records, to any individual or organization except as permitted by Law and pursuant to, and in compliance with, Florida Statute §119.071 and §501.171. Good faith access of information by an employee does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.

## **5.2 Reporting Corruption and Ethical Misconduct**

Corruption and ethical misconduct in any form will not be tolerated. County employees who become aware of any corrupt activity or ethical misconduct by County employees or the supplier community have a duty to report fraud, waste, and abuse to the St. Johns County Office of Inspector General. Forms of corruption and misconduct include, but are not limited to:

- A. Bribery - the offering, promising, giving, authorizing, or accepting of any undue financial or other advantage to, by or for any persons associated with the procurement process, or for anyone else in order to obtain or retain a business or other improper advantage.
- B. Extortion or Solicitation - demanding of a bribe, whether or not coupled with a threat, if the demand is refused. County employees will oppose any attempt of extortion or solicitation.
- C. Trading in Influence - the offering or solicitation of an undue advantage in order to exert an improper, real, or supposed influence.
- D. Laundering - the proceeds of the corrupt practices mentioned above is the concealing or disguising the illegitimate origin, source, location, disposition, movement or ownership of property and/or money, knowing that such is the proceeds of crime.
- E. Nepotism - the use of authority or influence to show favoritism to relatives or friends without merit.

## **5.3 Supplier Ethics and Code of Conduct**

Bidders, Proposers, who respond to Formal and Informal Solicitations issued by the County, as well as Suppliers, Consultants, and Contractors that supply goods, services and construction to the County must adhere to the following:

- A. Are prohibited from submitting responses to solicitations in which a prior understanding, agreement, or connection with any other company, firm or person submitting a response for the same solicitation has been made.
- B. Must ensure that no person or agency has been employed or retained to solicit or obtain any contract upon an agreement of understanding for a contingent fee, except a bona fide employee or agency.
- C. Confirm their ethical obligations do not end upon award of a contract.
- D. Will not offer gifts and job offers to improperly influence employees to approve work, materials, or payments under the terms of a contract.
- E. Will perform fully in accordance with the terms of the contract.
- F. Ensure its business records and invoices truthfully support its claims for payment.
- G. Will not falsify labor or material costs, or misrepresent progress reached, to obtain faster payments.
- H. Will not deliver goods or services that do not meet the contractual requirements, also known as product substitution, which constitutes fraud.
- I. Will maintain an accounting system that accurately categorizes its costs.
- J. Will have appropriate internal controls to monitor its costs, schedule, general operations and maintain reliable records pertaining to the contract.

## **5.4 Violations of Policy and Ethical Code of Conduct**

### **5.4.1 Misconduct by Staff**

In addition to any sanctions provided for in the County's HR Personnel Policy, Rules and Procedures Manual or other sections of the County Administrative Code, any County employee who violates any Law (including but not limited to Chapter 112, Florida Statutes, Part III, Code of Ethics for Public Officers and Employees) is subject to disciplinary action up to and including termination.

The Assistant Director of Purchasing & Contracts will advise the County Administrator of misuse, inappropriate use, or purchasing activities that are inconsistent with the delegated authority provided in this Policy, any associated procedures, or any other requirements by Entities having jurisdiction. In such instances, the County Administrator or Assistant Director of Purchasing & Contracts may limit or restrict any delegated authority, provide for the re-assignment of purchasing authority to other personnel, or take any other such actions as may be appropriated.

#### 5.4.2 Misconduct by Suppliers

Measures available to the County to address procurement fraud or misconduct by Suppliers include, but are not limited to, referring a matter for the filing of state and federal criminal charges, civil contract remedies including damages, assessment of liquidated damages, voiding or terminating a Contract, finding a Supplier non-responsible, suspension, and debarment.

With respect to solicitations, any supplier who violates, directly or indirectly, the ethics provisions in this Policy or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Supplier will be disqualified from eligibility to perform the work and may also be suspended or disbarred from submitting any future Bids or Proposals to the County. The Assistant Director of Purchasing & Contracts may reinstate suspended or debarred Suppliers upon a finding that such reinstatement is in the best interest of the County.

## Section 6 Sourcing

The following applies to the methods of sourcing:

### 6.1 Purchasing Thresholds

**Micro Purchases** (Informal solicitations) up to \$10,000 do not require written request for quotes. Department heads, or designee, are authorized to solicit pricing for these purchases in accordance with this Policy and associated procedures. Award to the selected Supplier is subject to approval by the Purchasing Division.

**Small Purchases** (Informal solicitations) of \$10,001 up to \$250,000 require a written request for quotes submitted to a minimum of three (3) competent Suppliers. Small Purchases must be conducted and approved by the Purchasing Division in accordance with this Policy and associated procedures.

**Competitive Sealed Solicitations** (Formal Solicitations) of more than \$250,000 require

written competitive sealed solicitations. Formal Solicitations must be conducted by the Purchasing Division and publicly advertised in accordance with this Policy and associated procedures.

## **6.2 Sourcing Strategies**

The Assistant Director of Purchasing & Contracts is responsible for determining the sourcing method that is most prudent, appropriate, and in accordance with applicable law, this Policy, and associated procedures for each need to include, but not limited to, Requests for Quotes, Requests for Information/Letters of Interest, Invitation for Bids, Requests for Proposals, Requests for Qualifications, Public-Private Partnerships, Invitations to Negotiate, Reverser Auctions, Emergency Purchases, Standardizations, Single Source, Sole Source, Owner Direct Purchases, Piggybacking, as further detailed in this Section 306.

### **6.2.1 Request for Quotes (RFq)**

Requests for Quotes are informal solicitations used for micro and small dollar purchases and are conducted in accordance with this Policy and associated procedures. Generally, the payment for small dollar and micro purchases should be made by utilizing a County P-Card, unless doing so does not serve the best interest of the County as determined by the Assistant Director of Purchasing & Contracts.

### **6.2.2 Request for Information / Letters of Interest (RFI) (RLI)**

Requests for Information or Letters of Interest are informal, non-binding methods to request input from interested parties related to a potential upcoming solicitation and obtain feedback such as sources for the good or service in the marketplace, best practices, industry standards, emerging concepts, and technology considerations.

### **6.2.3 Invitation for Bids (IFB)**

An Invitation for Bids is a Formal Solicitation. Due diligence review of the submitted Bids is conducted by the Purchasing Division to determine those bids that are responsive and responsible. Recommendation for award is made to the responsible, responsive bidder with the lowest price. An IFB is most commonly used when there is a detailed scope of work or specifications for the good(s), service(s), or construction project.

### **6.2.4 Request for Qualifications (RFQ)**

A Request for Qualifications is a formal solicitation for obtaining written statements of qualifications. Due diligence review of the submitted Responses is conducted by the Purchasing Division to determine those that are responsive and responsible. Responsive and responsible Responses are evaluated on multiple, pre-established criteria by an evaluation committee and the firm deemed to be the most qualified is

selected to enter into negotiations. Pricing is not considered in the evaluation and ranking of Responses; rather negotiated with the top-ranked Supplier(s). This method is required for the procurement of professional services as defined under Florida Statutes §287.055.

#### 6.2.5 Request for Proposals (RFP)

A Request for Proposals is a formal solicitation for obtaining written proposals. Due diligence review of the proposals is conducted by the Purchasing Division to determine those that are responsive and responsible. Responsive and responsible proposals are evaluated on multiple pre-established criteria including price by an evaluation committee. Award is based on “best value” and provides for the negotiation of all terms including price, prior to contract award and may include a provision for the negotiation of best and final offers. Request for Proposals may be conducted as a single-step or multi-step process.

#### 6.2.6 Public-Private Partnerships

Public-Private Partnership acquisitions must be conducted in compliance with Florida Statute §255.065. The Purchasing Division may solicit Proposals or may receive Unsolicited Proposals for qualifying projects and may thereafter enter into an agreement with a Supplier, or a consortium of Suppliers, for the building, upgrading, operating, ownership, or financing of facilities or infrastructure.

Public-Private-Partnerships within the scope of Florida Statutes §287.055 shall be subject to the requirements therein. Public-Private Partnerships outside the scope of Florida Statutes §287.055 shall be in accordance with the requirements in this Policy and associated procedures.

#### 6.2.7 Invitation to Negotiate (ITN)

An Invitation to Negotiate (ITN) is a Formal Solicitation. In compliance with Florida Statute 287.057, and with proper justification, the Assistant Director of Purchasing & Contracts is authorized to utilize the ITN sourcing method to obtain Proposals on the best solution to meet a specific County goal or solve a particular problem. The Assistant Director of Purchasing & Contracts is responsible for ensuring the ITN properly identifies the goal or problem as well as all criterion that will be used in the selection of those Suppliers with which the County will enter into negotiations. Two negotiation methods are allowed in this type of solicitation: single negotiation and concurrent negotiation with multiple firms. The ITN process allows for negotiations that may result in significant changes to the requirements of the solicitation as these are collaborative negotiations which entail an exchange of ideas and methods concerning how to best deliver the good or service.

### 6.2.8 Emergency Purchases

When a situation exists that threatens the County's ability to provide services that safeguard the health, welfare and safety of persons, or threatens the loss of property, the Board is responsible for issuing a formal emergency declaration and providing the terms by which the County will continue operations. Emergency declarations include, but are not limited to, pending threats of natural or man-made disasters and health epidemics and pandemics.

In the absence of an emergency declaration by the Board, the County Administrator or Assistant Director of Purchasing & Contracts shall have the authority to determine an Emergency which requires immediate action to mitigate. In such circumstances, the following shall apply:

For all emergency purchases, the following applies:

- For all Emergency Purchases, whether during or outside of a declared emergency, competitive solicitations shall be considered to the extent practicable under the circumstances.
- For Emergency Purchases during regular business hours - the Department must forward the request to the Purchasing Division for approval and acquisition along with a written account of the circumstances giving rise to the emergency and the probable consequences if an emergency purchase is not instituted.
- For Emergency Purchases outside of regular business hours and prior to acquisition by the Department, the Department must request authorization from the County Administrator or Assistant Director of Purchasing & Contracts, or designee, to make the purchase and advise the circumstances giving rise to the emergency and the probable consequences if an emergency purchase is not instituted.
- Additionally, for Emergency Purchases outside of regular business hours – the department shall obtain a copy of the Supplier's general liability, auto liability, worker's compensation and other applicable insurance certificates, licenses to conduct the required business, if applicable, and Internal Revenue Service W-9 form if not currently on file, prior to the provision of services or delivery when the purchase requires the Supplier to provide services or make delivery to County property.
- P-Cards may be used for payment up to the cardholder's authorized card limit for emergency purchases meeting the above requirements.



- The Department Head must present any emergency purchase in excess of \$250,000 to the Board for ratification at the next possible Board meeting.

Ref: County Administrative Code 112.11 Operations During Severe Weather

### 6.2.9 Reverse Auctions

A Reverse Auction is a type of auction in which pre-qualified Bidders place electronic Bids for the amount they are willing to be paid for a good or service and at the end of the auction the award is made to the Bidder with the lowest Bid. The Assistant Director of Purchasing & Contracts is authorized to approve this sourcing method with proper justification.

### 6.2.10 Standardization

Standardized purchases are the acquisition of goods or services from a specific source or provider based upon standardization for purpose of warranty, compatibility, interoperability, safety considerations and other similar factors. The Assistant Director of Purchasing & Contracts is authorized to determine the attributes necessary for standardization, and may de-standardize any good or service if a determination is made that the standardized good or service is no longer required or competitive options exist that may serve the best interest of the County.

Departments must present proper justification to the Assistant Director of Purchasing & Contracts that the good or service meets the necessary attributes. Standardization approvals shall be made in accordance with the delegated authority detailed in Section 304.2 of this Policy and shall be effective and valid for up to twenty-four (24) months from date of approval unless otherwise approved by the Board.

### 6.2.11 Sole Source – Single Source

In accordance with Florida Statutes §287.057(3)(c), sole source and single-source purchases are the acquisition of goods or services where there is only one available, or practical, source (e.g., exclusive territorial rights; proprietary technology, and copyrighted or patented items that are only available from the manufacturer or a sole authorized distributor; or a supplier with a unique capability).

The Assistant Director of Purchasing & Contracts is authorized to determine the attributes necessary for Sole Source or Single Source designation. Departments must present proper justification to the Assistant Director of Purchasing & Contracts that the good or service meets the necessary attributes. Sole Source and Single Source approvals shall be made in accordance with the delegated authority detailed in Section

4.2 of this Policy and shall be effective and valid for up to twelve (12) months from date of approval.

#### 6.2.12 Owner-Direct Purchases

The County (Owner) is authorized to direct purchase equipment, materials and supplies that are budgeted and included in projects pursuant to Florida Statute §212.08(6); and Rule 12A-1.094, Florida Administrative Code, hereinafter referred to as owner-direct purchase (ODP). Items to be considered in making the ODP determination include the following:

- Potential sales tax savings by the County.
- Additional project management required by County personnel.
- Potential liability to the County for the delivery and storage.
- Increase in insurance costs by the County for the protection of the items.
- Contractor or design-builder competitive bid process.
- Other specific project risks such as potential for delay.

The Purchasing Division, in consultation with the User Department prior to the issuance of a Contract for construction services, will determine if there is an opportunity for a benefit to the County for an ODP purchase for the construction project.

Circumstances where equipment, materials and supplies are NOT eligible for ODP include the following:

- The Supplier is the manufacturer of the equipment, materials, or supplies.
- The Supplier has exclusive rights from the manufacturer of the equipment, materials, or supplies to furnish and install such equipment, materials, or supplies.
- The Supplier has already purchased the equipment, materials or supplies.

#### 6.2.13 Cooperative Procurement / Piggybacking

The Assistant Director of Purchasing & Contracts is authorized to negotiate with other public procurement officials to conduct a cooperative procurement on behalf of each participating Entity where doing so would leverage the benefits of volume purchases, create clear delivery and supply chain advantages, or create a demonstratable and substantial reduction of administrative time and expense.

Further, unless otherwise prohibited by Law or grant funding requirements, the Assistant Director of Purchasing & Contracts is authorized to utilize cooperative contracts in lieu of a competitive selection process or obtaining quotes, where such

contracts were procured by an Entity using a full and open competitive selection process.

When using another Entity or cooperative contract, the terms and conditions of the contract should allow Entities to participate and operate under the laws of their own state or allow for the addition of an addendum to the Contract incorporating specific terms and conditions that are mandated by Law. Purchases made using another Entity or cooperative contract must not substantially differ in specification, quality, or price from the terms of the Contract and the Contract must be in effect at the time of any purchases by the County.

#### 6.2.14 Exceptions and Exemptions

##### 6.2.14.1 Statutory Exceptions

In accordance with Florida Statutes §287.057(3)(e), certain expenditures by the County are excepted from competitive solicitation requirements as follows:

- Artistic services.
- Academic program reviews, if the fee for such services does not exceed \$50,000.
- Lectures by individuals.
- Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services.
- Health services involving examination, diagnosis, treatment, prevention, medical consultation, insurance brokerage, medical and prescription administrative services, or other health administration services.
- Services provided to persons with mental or physical disabilities by not-for-profit corporations that have obtained exemptions under Internal Revenue Service Section 501(c)(3).
- Medicaid services delivered to an eligible Medicaid recipient.
- Family placement services.
- Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations.
- Training and education services provided to injured employees.
- Services or goods provided by governmental entities.
- Statewide public service announcement programs provided by a Florida statewide nonprofit corporation under s. 501(c)(6) of the Internal Revenue Code which have a guaranteed documented match of at least \$3 to \$1.
- Continuing education events of programs that are offered to the general public and for which fees have been collected which pay all expenses associated with the event or program.

#### 6.2.14.2 County Exemptions

Further the County has exempted certain expenditures from the competitive solicitation process. These expenditures include:

- Utilities (sewer, solid waste, water, electricity, natural gas)
- Federal, state, and local taxes
- Membership fees to professional organizations
- Postage
- Professional licenses required for staff
- Permits
- Advertising
- Educational materials, training, and conferences
- Subscriptions
- Insurance policies (e.g., property, casualty)
- Certain computer software applications, with pre-approval by the Assistant Director of Purchasing & Contracts and Information Systems Department.

#### 6.2.14.3 Proof of Concept (PoC)

A PoC is gathering evidence, typically from an experiment, test, or pilot project to assess the business value of a design, concept, or product, identify any issues that could result, and to determine if it is a viable option for the County. The PoC process is exempt from the solicitation process. Departments must submit a PoC request to the Assistant Director of Purchasing & Contracts for approval. Purchasing is responsible for facilitating the PoC process in cooperation with the requesting department. Any design, concept or product that is ultimately approved for use by the County through the PoC process must be acquired in accordance with this Policy and associated procedures.

### **6.3 Specifications and Scopes of Work**

#### 6.3.1 Specifications Developed In-house

The preparation of Specifications and Scopes of Work for technical equipment, goods, services, and construction projects, plans or designs is the responsibility of the requesting department. However, the Purchasing Division will review and collaborate with the Department on modifications to ensure they are written clearly, concisely, consistently, and in a non-restrictive manner to achieve maximum competition and mitigate risks. The Purchasing Division has the responsibility to recommend specification types for securing the required goods and services. When applicable the use of commercial industry standards or specifications developed by other Entities (e.g., federal, state, or local governments) found to be acceptable may be approved for

use in lieu of the County developing its own specifications. The Assistant Director of Purchasing & Contracts has the authority to give final approval of specifications prepared by requesting departments.

The Assistant Director of Purchasing & Contracts shall ensure that Suppliers are offered equal specifications for each project, solicitation, or request. Further the Assistant Director of Purchasing & Contracts is responsible for ensuring all Suppliers have equal opportunity to submit.

### 6.3.2 Specifications Developed by Third Parties

In those cases where specifications and scope of work are prepared by third-party entities such as consultants, architects, engineers, and designers, the third-party entity is required to adhere to the County's requirement to develop non-restrictive requirements that allow for open competition. Further, when an outside third-party entity prepares specifications and scopes of work for the County for a specific project or item, the third-party is prohibited from submitting an offer or participating with another supplier to submit an offer for that project or item. The Assistant Director of Purchasing & Contracts has the authority to give final approval of specifications prepared by a third-party.

## 6.4 Insurance

The County Risk Management Department is responsible for determining the insurance requirements for each Contract. With respect to insurance, each Supplier shall, at the Supplier's expense, procure, maintain, and keep in force the types and amounts of insurance conforming to the minimum requirements set forth in the applicable Contract. To the extent required by Florida Statutes §440.10, Suppliers shall further require that all its subcontractors, consultants, and subconsultants meet the Worker's Compensation requirements applicable to the Contract. Further, the County requires that Suppliers shall require that its subcontractors, consultants, and subconsultants meet all the insurance requirements of the applicable Contract.

Insurance coverage by Supplier and their subcontractors, consultants and subconsultants will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best Company, Inc. rating of A- or better and a financial size category of VII or better.

Requests for utilization of a self-insurance program, non-rated companies and companies with AM Best ratings lower than A-, or companies with a financial size category lower than VII must be submitted to the Risk Management for approval prior to award of the Contract. The County retains the right to approve or disapprove any such

request.

## **6.5 Advertisements**

Formal Solicitations for construction projects must be advertised in compliance with Florida Statutes §255.0525. Unless otherwise required by Statute, or the grantor of funding for the acquisition, all other Formal Solicitations shall be advertised either by publishing a notice on the Purchasing Division webpage, publishing a notice via the County eProcurement system, or a third-party system which provides 'push notifications' of government business opportunities to the Supplier community, or by any other method determined by the Assistant Director of Purchasing & Contracts to be applicable.

Notices for all opportunities, both Formal and Informal Solicitations, must be issued to Suppliers at the same time. Except as otherwise required by Statute, or the grantor of funding for the acquisition, the period for advertisement for Formal and Informal Solicitations shall be at the discretion of the Assistant Director of Purchasing & Contracts.

## **6.6 Tie Bids**

Whenever the lowest Quote or Bid is submitted by two or more responsive, responsible Bidders and are equal with respect to price, quality, and service, award shall be made in accordance with the provisions in the Solicitation which may include, but are not limited to, a preference for local business, a preference for disadvantaged businesses, or a chance drawing open to the public.

## **6.7 Bonds**

Bond requirements for construction shall comply with all applicable Laws, including but not limited to, Florida Statutes §255.05 for construction projects. All other bond requirements for sealed competitive Invitations for Bids or Requests for Proposals shall be at the discretion of the Assistant Director of Purchasing & Contracts as deemed necessary for a given project or contract. Bid bonds must be submitted with the sealed bid or proposal by or before the submittal deadline for responses to the Invitation for Bids or Request for Proposals. Public construction and performance-payment bonds must be submitted prior to start of any work on a Contract. The Purchasing Division is responsible for returning bonds within a reasonable time after award of a Contract or upon full completion of the contract requirements, as is applicable.

The waiver of a bond relieves the supplier of the requirement of posting a bond. In accordance with Florida Statutes §255.05, the Assistant Director of Purchasing &

Contracts and the County Administrator may waive requirements to obtain a bid bond. If the requirement is waived, documentation of such waiver will be maintained by the Purchasing Division.

## **6.8 Cancellation of Solicitations**

A solicitation may be canceled, or any or all Bids, Proposals or Responses may be rejected in whole or in part, when it is in the best interests of the County, as determined by the Assistant Director of Purchasing & Contracts. The reason(s) for the cancellation shall be made part of the solicitation files. Each solicitation issued by the County shall state that the solicitation may be canceled and that any Bid, Proposal, or Response may be rejected in whole or in part when in the best interest of the County. Notice of cancellation shall be published or posted in the same manner as notice of the solicitation. The cancellation notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation.

## **6.9 Irregularities/Deviations**

### **6.9.1 Material Deviations**

Material deviations in a Formal Solicitation may not be waived by the Assistant Director of Purchasing & Contracts in order to make an award. Material deviations are those that go to the substance of the requirements. This deviation affects the price, quality, characteristics of the item or delivery of the materials or services offered and is detrimental to the rights of other Suppliers that have submitted a Response. Illustrative examples include:

- A. Minimum specifications are not met (e.g., required horsepower for an engine).
- B. Type of item specified is not submitted (e.g., type of pump needed in a water plant).
- C. Price is not submitted.
- D. Offer, including price, is contingent upon stipulations not contained in the solicitation.
- E. Specific mandatory requirements in the solicitation are not reflected in the bid or proposal.
- F. A required bid bond is not submitted prior to the due date for submission of responses.
- G. The response is significantly dissimilar or inconsistent with other responses submitted without a reasonably acceptable explanation for the deviation.

## 6.8.2 Immaterial Deviations

The Assistant Director of Purchasing & Contracts is authorized to waive immaterial deviations and minor irregularities in a solicitation Response in order to make an award. Immaterial deviations are those that will not alter a Supplier's position with respect to receiving the award. These deviations may be clarified with the Supplier if required to allow the County to understand the Response. Examples of immaterial deviations include, but are not limited to:

- A. Failure to provide a certificate of affidavit.
- B. Failure to submit required proof of financial responsibility or insurance.
- C. Failure to submit requested brochures or catalogs.
- D. Failure to fully complete or submit a required form (with the exceptions note above in material deviations)

## 6.10 Withdrawal of Bids or Proposals

After the submittal deadline for sealed Bids or Proposals, the Supplier will not be permitted to withdraw or alter their Response or withdraw any bid deposit or security which may have been requested. If, however, circumstances warrant, the Supplier may notify the Assistant Director of Purchasing & Contracts, when an error has been made in their Response. Predicated upon the circumstances, the Assistant Director of Purchasing & Contracts is authorized to permit the Supplier to withdraw their Response and the remaining responsive and responsible Responses will be evaluated accordingly.

## Section 7 Response Evaluation

The Purchasing Division is authorized to establish the criteria by which responses are evaluated. For Invitations for Bid, the Assistant Director of Purchasing & Contracts will present the recommendation for award to the lowest responsive and responsible Bidder to the respective department head. No change will be made to the recommendation for award unless the department head provides additional compelling evidence that disproves the Supplier is responsive or responsible.

For RFP, RFQ, and ITN solicitations, Responses will be evaluated by a technical evaluation committee appointed by the Assistant Director of Purchasing & Contracts. The technical evaluation committee will make the recommendation for award which the Assistant Director of Purchasing & Contracts will present to the respective department head. No change will be made to the recommendation for award unless the department head provides additional compelling evidence that disproves the firm is responsive or responsible.



## **Section 8 Negotiation**

The Purchasing Division shall be responsible for facilitating all negotiations with Suppliers in accordance with this Policy and associated procedures. Negotiations may include the Supplier's reimbursable expenses such as travel and per diem, the Scope of Work, schedule, pricing, as well as other relevant components. If the Supplier will not accept the County approved contract terms and conditions Purchasing Staff shall, subject to the approval of the Assistant Director of Purchasing & Contracts, negotiate terms consistent with County requirements and forward any deviations from the approved contract templates to County Attorney for legal review. Should negotiations fail to reach an agreement with the recommended Supplier, negotiations with that Supplier will be terminated and, at the discretion of the Assistant Director of Purchasing & Contracts, begin with the second highest ranked Supplier.

Negotiations for professional services must be conducted in accordance with Florida Statutes § 287.055. All other contract negotiations shall be as prescribed in the solicitation and in accordance with this Policy and associated procedures. If negotiations with the recommended Supplier for professional services fail to reach agreement, the Assistant Director of Purchasing & Contracts, at their discretion, may commence negotiations with the second highest ranked Supplier.

Upon successful completion of any required negotiations, Purchasing Staff shall be responsible for making all necessary revisions to the negotiated Contract, obtaining the appropriate approval in accordance with this Policy, and facilitating the necessary signatures in accordance with this Policy and associated procedures.

## **Section 9 Lobbying Prohibition**

The County has a blackout period, also known as a Cone of Silence, that is in force upon issuance of any Formal Solicitation. No Bidder or Proposer, or prospective Bidder or Proposer, or their agents, representatives, or persons acting at the request of such Bidder or Proposer shall contact, communicate with, or discuss any matter relating to the Solicitation with County officers, agents, or employees other than the Purchasing Division, unless otherwise provided for in the solicitation or directed by the Assistant Director of Purchasing & Contracts or designee. Any such communication is a violation of this Policy and shall be grounds for disqualification and removal from further consideration in the procurement process for that solicitation.

This lobbying prohibition during the blackout period includes copying such persons on written communications with the Purchasing Division but does not apply to presentations made to evaluation committees or communications with the County

Commission at the meeting where the Commission is considering approval of the proposed contract. This lobbying prohibition ends upon final execution of the Contract or when the solicitation has been canceled. The Assistant Director of Purchasing & Contracts shall implement procedures reasonably designed to notify prospective Bidders and Proposers of this prohibition.

## **Section 10 Public Records**

Pursuant to Florida Statutes, §119.0701 and Florida Statute Chapter 286, in any contractual agreement entered into by the County wherein the supplier is acting on behalf of the County in connection with the Contract, or has any business dealings with the County, the supplier must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the County in the provision of the good or service.
- B. In compliance with Florida Statute §257.36, provide the public with access to its records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by Law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the supplier upon termination of the contract and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the County's information technology systems.
- E. Retain and dispose of any County public records in compliance with Florida Statute §119.07(1)(h).

Ref: County Administrative Code 113

## **Section 11 Public Meetings**

Procurement shall be responsible for ensuring that meetings in connection with acquisitions are conducted in accordance with Florida Statute §286.011, commonly referred to as the Sunshine Law, which includes the right of the public to attend certain meetings and that proper public notice is provided for such meetings. Further, the

Purchasing Division shall ensure that minutes of the required public meetings are documented and maintained in accordance with Statute.

## **Section 12 Debarment and Suspension**

After consulting with the County Attorney's Office and department(s) as needed, and after providing notice and reasonable opportunity for a Supplier being considered for suspension or debarment to be heard, the Assistant Director of Purchasing & Contracts is authorized to cancel a Contract with the Supplier and suspend or debar the Supplier from consideration for award of future Contracts for cause. Cause shall include, but not be limited to the following:

- a. Conviction for commission of a criminal offense relating to the obtaining or attempt to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract, or a civil or criminal final judgment of violation of state or federal whistleblower laws.
- b. Conviction under State or federal laws of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a county contractor.
- c. Conviction under State or federal antitrust laws arising out of the submission of bids or proposals.
- d. Violation of contract provisions, as set forth below, of a character which is regarded by the purchasing official to be so serious as to justify debarment action.
- e. Deliberate failure without good cause to perform in accordance with specifications and/or budget or within the time limit provided in the contract.
- f. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
- g. A documented history of significant deviation from contract specifications, engineering standards, design or material requirements or safety regulations, where such history has first been presented to the contractor by the county who thereafter continues to engage in such deviations.
- h. Any other cause the Assistant Director of Purchasing & Contracts determines to be

so serious and compelling as to affect responsibility as a County contractor, including debarment by another governmental entity for any cause listed in this Section or provided for in Law.

- i. For violation of all applicable ethics standards, including the ethical standards set forth in this code, Florida Statutes Chapter 112, or in relevant grant funding requirements.

Further, the following applies to any suspension or debarment:

- a. Suspensions shall not exceed twelve (12) months per violation. Debarments shall not exceed five (5) years per violation.
- b. Suspension or debarment may apply to all contracting opportunities or may be limited to certain types or categories of contracts, and likewise may be directed only to one or more distinct operating divisions or units of the suspended or debarred person or entity depending on the nature and severity of the underlying facts supporting the action.
- c. Suspension or debarment also may be applied to any person or entity controlled by or affiliated with any suspended or debarred person or entity if the relationship or affiliation is such that, in the reasonable opinion of the purchasing official, the person or entity, by reason of the relationship with the suspended or debarred person or entity, is likely not to conduct business in a responsible or lawful manner, or if the suspended or debarred person or entity is reasonably likely to benefit from contracts with such controlled or affiliated persons or entities. Factors the purchasing official may consider in making such decisions include ownership interests, common board members, officers, facilities or employees, and existing family or contractual relationships. The purchasing official may, in lieu of suspending or debaring such affiliated persons or entities, develop restrictions or special conditions the affiliated persons or entities must agree to in order to conduct business with the county during the suspension or debarment period. To the extent the purchasing official exercises the right to suspend or debar affiliated persons or entities under this subsection, he/she must provide those separate affiliates with the same notice and opportunity to be heard as is required in subsection (a) above.

## **Section 13 Protests, appeals, disputes**

This Policy provides for an expedient administrative remedy for those participating in the County's procurement process. The proceedings for Protests, appeals and disputes are not intended to be, and shall not be interpreted as, judicial or quasi-

judicial unless otherwise clearly specified. Successful participation in any solicitation Protest review does not ensure an award to the protestor, and the County expressly reserves all rights it has under Law.

### **13.1 Right to Protest**

Any actual Bidder, Proposer, or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of this Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest must be in writing, and must be accompanied by security in the form of a Protest Bond (in a form and with such terms as approved by the Assistant Director of Purchasing & Contracts or designee) or a certified cashier's check in an amount not to exceed \$5,000.

In the event the Protestor is successful, the County shall return the Protest Bond, in full, to the Protestor within a reasonable time required for processing. However, if the County prevails, the County shall retain the protest bond, in full or in part in order to cover any administrative or other costs associated with addressing the Protest, which shall be deposited into the County's general fund.

### **13.2 Protest Requirements.**

The Protest shall be made in writing and filed with the Purchasing Division by 4:00 p.m. on the fifth business day following the date of the posting of the Notice of Intent to Award (the day of posting is not included in the calculation of five days). A Protest is considered filed upon receipt by the Purchasing Division. Failure to file a Protest within the time period specified shall constitute a waiver of the right to Protest. The written protest shall include:

- a. Identification of the protesting party.
- b. Identification of the solicitation involved.
- c. A statement of the grounds on which the protest is based.
- d. The applicable Laws or other legal authorities which the Protestor deems applicable to the grounds for the protest.

The Protestor shall not include challenges to the solicitation requirements, chosen procurement method, the evaluation criteria, the relative weight of the evaluation criteria, or the formula specified for assigning points to the evaluation criteria in its Protest.

The procurement process shall be stayed during the protest process unless the County

Administrator, in their discretion, deems it to be in the best interests of the County to continue the procurement process.

The Assistant Director of Purchasing & Contracts is responsible for notifying the County Administrator and the County Attorney's office upon receipt of a Protest.

Ref: County Administrative Code 117.6.2

### **13.3 Authority to Resolve Protests**

The Assistant Director of Purchasing & Contracts shall have the authority to settle and resolve a Protest concerning the intended award of a Contract. The Assistant Director of Purchasing & Contracts shall investigate the Protest and issue a written decision within thirty (30) days of the date the Protest is received.

### **13.4 Appeal of a Protest Decision**

Following the Assistant Director of Purchasing & Contracts written decision on the Protest, the Protestor may file a request to appeal of the decision with the County Administrator. The request for an appeal of the protest decision shall be made in writing and filed with the County Administrator's office by 4:00 p.m. on the fifth business day following notification of the Assistant Director of Purchasing & Contracts decision. The request for appeal must be accompanied by security in the form of a protest appeal bond (in a form and with such terms as approved by the Assistant Director of Purchasing & Contracts or designee) or a certified cashier's check in the amount of \$10,000. The County Administrator shall issue a written decision within thirty (30) days of the date the appeal is received. The decision of the County Administrator shall be final and conclusive as to the Protest notwithstanding any legal rights available to Protestor.

In the event the Protestor is successful in its appeal, the County shall return the protest appeal bond, in full, to the Protestor within a reasonable time required for processing. However, if the County prevails, the County shall retain the protest appeal bond, in full or in part to cover administrative or other costs associated with addressing the Protest appeal, which shall be deposited into the County's general fund.

### **13.5 Administrative hearing**

The County's decision as it relates to protests, appeals, and disputes shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the Supplier files a written request for a formal administrative hearing.

The selection of the administrative hearing officer shall be at the sole discretion of the County. The administrative hearing shall be held within ninety (90) days of the date of the request, or within such period as may be agreed upon by the parties. The administrative hearing shall be conducted pursuant to County Code, except as otherwise provided herein.

The hearing officer's decision shall be due within twenty (20) business days from the date of the hearing, or within such period as may be agreed upon by the parties.

## **Section 14 Contract Formation and Administration**

The County Administrator, in consultation with the Assistant Director of Purchasing & Contracts, is authorized to adopt systems, procedures, standard, reporting tools and evaluation tools related to the effective formation and administration of County Contracts for goods, services or construction.

### **14.1 Contracts**

#### **14.1.1 Contract Types**

As deemed by the Assistant Director of Purchasing & Contracts to be appropriate, and permitted by Law, the County may enter into contracts for construction and construction management services, design-build contracts, design-bid-build contracts, purchase order contracts, continuing contracts for professional services, multi-year contracts for goods, non-CCNA services or minor construction, revenue generating contracts, job-order contracting, single source/sole source contracts, rental or lease contracts, construction manager at risk contracts, as well as fixed price, cost reimbursement, incentive, time and materials, indefinite delivery/indefinite quantity, incentive, and any other type of contract arrangement with a Supplier. Compensation paid under any awarded Contract is subject to the availability of funding.

#### **14.1.2 Construction Contracts**

Pursuant to Florida Statutes §255.20, Contracts for construction of buildings or infrastructure shall be competitively awarded to a licensed contractor fully and legally authorized to conduct business in Florida when a project is estimated in accordance with generally accepted cost accounting principles to cost more than the thresholds contained in Florida Statutes §255.20. Projects shall not be divided to evade the threshold amounts. Projects under the thresholds established in Florida Statutes §255.20 may be contracted in accordance with this Policy and associated procedures.

The requirements of Florida Statutes § 255.20, shall limit the County Administrator's or

Board's authority to perform any project using the County's own services, employees, and equipment in any manner, except as required by Florida law.

Construction contracts as provided for in this subsection shall not be required for repair or maintenance projects, as those projects are defined in Florida Statutes § 255.20(1)(c)(5), or to such other projects exempted from such process by Florida Statutes § 255.20(1)(c). Unless otherwise defined by Law, the term "project" shall not include Contracts for those portions of multiyear capital improvement projects not funded beyond the current fiscal year. The term "project" shall not include any series of construction activities on a new or existing County facility which, if aggregated, would exceed the threshold amounts in Florida Statute §255.20, but which were not undertaken at the same time, were not part of an overall coordinated construction or renovation effort, and which were not performed under the same construction permit.

#### 14.1.3 Continuing Contracts

The County may enter into a fixed-term Continuing Contract for professional services in accordance with Florida Statutes §287.055, whereby the Supplier provides professional services to the County for projects in which the estimated construction cost of each individual project under the continuing contract does not exceed the stated threshold, and for study activity if the fee for professional services for each individual study under the continuing contract does not exceed the stated threshold. The calculation of construction costs under this Statute does not include professional fees for design services.

For Continuing Contracts, award may be to multiple suppliers each with varying skills and expertise to create a library of qualified suppliers. Each Continuing Contract shall have a specified term, the pricing structure, or method for obtaining pricing, to be used for work during the contract term, and the general scope of work. Work under continuing contracts shall be authorized by the departments through the issuance of a task order. Suppliers under Continuing Contracts for professional services shall not be required to bid against one another for work performed under the Continuing Contracts.

##### 14.1.3.1 Task Orders for Continuing Contracts

When a need is identified, the issuance of Task Orders under a Continuing Contract for professional services shall be governed by this Policy, associated procedures, and any procedures developed specifically for the Continuing Contract in question. Work will be authorized via a written Task Order issued against the Continuing Contract by the Purchasing Division. Each Task Order is a stand-alone agreement for the work specified under the terms and conditions of the Continuing Contract.



#### 14.1.4 Multi-Year Contracts

The County may enter into a fixed-term Multi-Year Contract for goods, services, or construction whereby the Supplier provides the specified goods, services or construction in accordance with the terms and conditions of the respective Contract Documents, which may or may not require the issuance of formal orders by the County to authorize the Supplier's provision of the goods, services or construction.

For Multi-Year Contracts, award may be to multiple Suppliers each with varying skills and expertise to create a library of qualified Suppliers. Each Multi-Year Contract shall have a specified term, the pricing structure, or method for obtaining pricing, which shall apply to the provision of the specified goods, services or construction during the contract term, and the general scope of work. Work under Multi-Year Contracts may be authorized by a User Department or by the Purchasing Division, in accordance with the requirements stated in the Contract Documents.

##### 14.1.4.1 Task Orders for Multi-Year Contracts

When a Multi-Year Contract requires the issuance of a Task Order for the Supplier to provide the goods, services, or construction, such issuance shall be governed by this Policy, associated procedures, and any procedures developed specifically for the Multi-Year Contract in question. Work will be authorized via a written Task Order issued by the Purchasing Division. Each Task Order is a stand-alone agreement for the work specified under the terms and conditions of the Multi-Year Contract.

## 14.2 Contract Execution

All Contracts must be executed either in ink or electronically by the Supplier and the Board, Assistant Director of Purchasing & Contracts, Purchasing Manager, or County Administrator, or their designee. Upon full execution, all Contracts must be attested to by the Clerk of Court. Contracts will only be effectuated upon full execution by all parties.

## 14.3 Early Payment Discounts

Early payment discounts on invoices reduce the County's costs for the acquisition of goods and services. The Assistant Director of Purchasing & Contracts is authorized to approve the inclusion of early payment discounts in solicitations and to use the payment discounts in the calculation and evaluation of pricing received in response to a solicitation.

## 14.4 Change Orders or Amendments

The requesting department is responsible for determining if a change to a contract is needed. The Assistant Director of Purchasing & Contracts is authorized to approve modifications to contracts as follows:

- Change orders that are within the scope of the contract and do not change the work that was awarded, the contract term, time for completion, or costs.
- Deductive change orders that reduce the costs paid to the contracted supplier, including execution of Owner Direct purchase change orders.
- All administrative or clerical changes that do not amend the contract term, time for completion, or costs.
- With the exclusion of change orders to contracts for the County Administrator, the County Attorney, debt service, government affairs services, investments, insurances for casualty-property, and employee health benefits, Contracts in which Board approval was not required, up to a cumulative contract total of four hundred thousand dollars (\$400,000).
- Change orders to contracts in which the initial contract required Board approval, up to twenty percent (20%) of the initial value.
- All amendments for all contract renewals that were established in the initial contract.

For Contracts in which the initial value is less than five hundred thousand dollars (\$500,000) and did not require Board approval, the County Administrator is authorized to approve the change order up to a cumulative contract total of five hundred thousand dollars (\$500,000).

Change Orders to Contracts in which the initial contract required Board approval and the change in cost is more than twenty percent (20%), must be approved by the County Administrator, Deputy County Administrator or Assistant County Administrator.

Change orders to Contracts in which the initial contract required Board approval and the change in cost is twenty-five percent (25%) or more of the initial value must be approved by the Board.

For Contracts that required Board approval, any additional renewals or extensions not provided for in the initial contract must be approved by the Board

Any changes of the thresholds set out above for change orders and amendments must

be presented to the Board for approval.

## **14.5 Contract Administration**

Contract administration begins upon final execution of the Agreement. The purpose of contract administration is to ensure that the performance of the Supplier and County is in accordance with the specifications, the terms and conditions, and other contractual provisions of the contract.

As part of the contract documents, the Assistant Director of Purchasing & Contracts will designate a procurement professional to serve as the contract administrator. The head of the requesting department will designate a Project Manager. Every reasonable effort should be made by the Project Manager to ensure performance data are recorded and performance concerns are addressed in a timely and factually accurate manner. The Project Manager is responsible for the day-to-day oversight of the work, including working to resolve issues that may arise with a Supplier. On-going performance issues should be reported to the Purchasing Division contract administrator promptly.

## **14.6 Early Contract Termination**

All County Contracts will include a provision that allows the County to terminate a contract early for cause (Termination for Cause), without cause (Termination for Convenience), or for non-appropriation of funds (Termination for Non-Appropriation of Funds). The Assistant Director of Purchasing & Contracts is authorized to exercise the County's option to terminate a County contract early by providing written notice to the Supplier.

## **14.7 Assignment of Contracts**

When a contracted Supplier is acquired by another Supplier or organization, merges, or otherwise changes the federal identification number under which it operates an assignment agreement must be executed. In this circumstance the County, and the acquiring Supplier or organization sign an agreement that allows for the assumption of all the contracted Supplier's obligations to be transferred to the acquiring entity. The acquiring Supplier or organization must agree to the pricing, terms, and conditions of the agreement between the County and the initially contracted Supplier.

For Contracts that required Board approval of the initial contract, the assignment must be approved by the Board. For Contracts that did not require Board approval of the initial contract, the assignment may be approved by the County Administrator.

## Section 15 Contract Disputes/Claims

### 15.1 Contract Claims

A dispute or claim is a written demand or assertion by the County or the Supplier seeking, as a matter of right, an adjustment or interpretation of the Contract, payment of money, extension of time or other relief with respect to the terms of the Contract. Claims arising from a fully executed Contract with the County shall be filed with the Assistant Director of Purchasing & Contracts. Prior to filing the contract claim, the Supplier shall first exhaust all remedies set forth in the Contract. Pending final resolution of a dispute or claim, unless otherwise agreed in writing, the Supplier is required to proceed with performance of the Contract and maintain effective progress to complete the work within the contract time set forth in the Contract. The contract claim shall include, at a minimum, the following:

- a. The name and address of the Supplier filing the contract claim and any legal counsel; and
- b. The address to which the Assistant Director of Purchasing & Contracts should send their final decision and;
- c. Identification of the final adverse decision or document that is the subject of the contract claim and;
- d. Identification of the administrative remedies provided for in the contract that were pursued prior to the claim and the outcome and;
- e. A statement of the grounds for each issue to be reviewed and the applicable provisions of the contract, as well as any applicable Laws or other legal authorities which the contractor deems applicable to the claim and;
- f. A statement of the grounds for each issue raised in the contract claim and;
- g. A copy of the final adverse decision or document that is the subject of the claim and any exhibits, evidence, or documents which the contractor deems applicable to the issues raised in the claim.

During the Assistant Director of Purchasing & Contracts' review of the contract claim, the Assistant Director of Purchasing & Contracts may request additional information from either party. The parties are to provide the Assistant Director of Purchasing & Contracts with the requested information within the time period set forth in the request. Failure of any party to timely comply may result in resolution of the claim without

consideration of the requested information.

The Assistant Director of Purchasing & Contracts shall have the authority to settle and resolve a contract claim in accordance with this Policy and associated procedures. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the Supplier to the notice address listed on the contract claim or by such other means as agreed to by the parties.

## **Section 16 Special Programs**

### **16.1 County Issued Credit Cards**

County credit card programs are designed to improve efficiency in the processing of purchases from a wide variety of Suppliers in approved categories and may include general purchasing credit cards (P-Cards), fuel credit cards, credit card accounts that have a zero balance until a specific dollar payment is placed in the account and the account number to retrieve the payment is provided to the Supplier (referred to as 'ghost cards'), or any other type of credit card deemed to be beneficial to the County. County credit cards may be used for one-time purchases or for contract invoice payments as determined to serve the best interest of the County. The use of County credit cards does not eliminate the obligation of the cardholder to obtain quotes and required insurances, or confirm Supplier's status on any applicable convicted, suspended, or debarred supplier lists as provided for in the County purchasing procedures. Additionally, the following applies:

- County credit cards will only be approved for those individuals who have a specific responsibility or need requiring a County credit card.
- All requests for new County credit card or changes to a current credit card holder account must be signed by the Department Head and submitted to the Assistant Director of Purchasing & Contracts for approval.
- P-Cards will be issued to individuals and will bear the name of the individual cardholder and the County.
- Fuel credit cards may be issued and designated for a specific County vehicle with associated approved users of the issued fuel credit card.
- All credit card holders will be required to attend training on the proper care and use of the P-Card prior to receipt of their card. P-Card holders will be held responsible for appropriate and acceptable use of the P-Card in accordance with this Policy, associated procedures, and other applicable rules, laws, codes, and standards.

- County issued credit cards may only be used by the cardholder or eligible user.
- County issued credit cards may not be used for personal purchases. Any such use is subject to disciplinary action by the County, up to and including termination.

## **16.2 Small, Minority and Women-owned Business Enterprises**

If a Contract is funded in whole or in part by a federal agency or other grantor, the Assistant Director of Purchasing & Contracts will take affirmative steps to assure that small, women owned, and minority businesses are utilized as required by such federal agency or grantor.

For all Contracts, the Assistant Director of Purchasing & Contracts will take steps to assure these disadvantaged business enterprises have access to, and notice of, County solicitation opportunities and when economically feasible, Purchasing may divide total requirements into smaller tasks or quantities to permit maximum participation by disadvantaged business enterprises and labor surplus areas firms.

## **16.3 Local Business Preferences**

### **16.3.1 Local Business**

Any Supplier seeking to be recognized as a Local Business for purposes of this local business preference provision must provide supporting documentation that they meet the definition of a Local Business. A Local Business is a Supplier that meets all of the following criteria:

- Must have a physical, brick and mortar place of business located within the geographic boundaries of St. Johns County for a period of at least twelve (12) months prior to the issuance of a solicitation. Post Office boxes are not an acceptable physical address.
- Must have the physical mailing address of the above place of business registered with the Florida Department of State Division of Corporations ([www.Sunbiz.org](http://www.Sunbiz.org)) as its principal place of business for a minimum of twelve months.
- Must have operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least twelve (12) months.
- Must have a current and valid Local Business Tax Receipt issued by the St. Johns County Tax Collector.

- Must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least twelve (12) months prior to the issuance of the solicitation, unless Supplier is otherwise exempt from the requirement of a Local Business Tax Receipt in St. Johns County.
- For construction and services (excluding professional services), a minimum of fifty percent (50%) of all work specified in the solicitation must be performed with local resources.

Except where otherwise provided by federal or State law, or other funding source restrictions, in the procurement of goods, services, and construction services, the County shall give preference to local businesses in the following manner:

#### 16.3.2 Preference in Requests for Quotes and Competitive Sealed Bids (Price Based).

In the procurement of goods, construction, or services through Requests for Quotes or Invitations for Bids, except as prohibited by Law, or grant funding, St. Johns County shall give a preference and make a recommendation for award to a qualified local Bidder if the lowest bid from a responsive and responsible qualified local business(s) is no more than ten percent (10%) higher than the lowest bid submitted by a responsive and responsible Bidder that does not qualify as a local business and the qualified local Bidder responds to the Purchasing Division's notice of such and submits a revised bid price that matches the lowest bid within forty-eight (48) hours of notice by Purchasing.

#### 16.3.3 Preference in Requests for Proposals or Requests for Qualifications.

In the procurement of goods, construction, or services, through Requests for Proposals and Requests for Qualifications, except as prohibited by Law or grant funding, St. Johns County shall include a criterion for the evaluation of responses awarding ten (10) points per evaluator for any qualifying local business. The points for local business shall be determined and provided to evaluators by the Purchasing Division. In solicitations where multiple stages of evaluation may be included, local preference shall only be included in the initial technical evaluation.

#### 16.3.4 Preference in Single or Sole Source Procurements.

In the purchase of goods, construction, or services through a single source or sole source procurement, St. Johns County may include consideration for local businesses in the evaluation and award decision for those purchases that do not include elements of a proprietary nature or other factors which would preclude multiple responses.

## 16.4 Sustainable procurement

The County recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a diverse community and economy. The County also understands that the types of goods and services it buys have inherent social, human health, environmental and economic impacts and the Purchasing Division will make procurement decisions that support the County's commitment to sustainability.

The Assistant Director of Purchasing & Contracts is responsible for pursuing sustainable purchasing opportunities, ensuring sustainable purchasing guidance is provided in Purchasing procedures, developing and integrating sustainable purchasing boilerplate language into the County's solicitation and contract document templates, and ensuring that County staff utilize any County product-specific sustainable purchasing standards to develop specifications and evaluation criteria wherever possible.

Nothing in this Policy shall be construed as requiring the County to procure goods or services that do not perform adequately for their intended use, that exclude adequate competition, or that are not available at a reasonable price in a reasonable period-of-time. County staff are encouraged to use independent, third-party social and environmental product or service labels (sustainability labels) when setting standards, writing specifications for goods and services, or procuring goods and services. Further, County staff will encourage sustainability benefits to the maximum extent feasible to include, but not limited to the following considerations:

- Minimizing pollutant releases to air and water.
- Avoiding products that contain toxic chemicals.
- Reducing waste generation by choosing products that are reusable, recyclable, compostable, or made with recycled content.
- Lowering greenhouse gas (GHG) emissions associated with a product's manufacture, transportation and use.
- Purchasing energy-efficient products.
- Conserving natural resources including water.
- Using local and/or disadvantaged businesses.
- Using certified "green" businesses.
- Using products that are certified "fair trade", sweatshop-free, or made without child labor.
- Choosing reusable products (e.g., lease vs. buy).
- Ensuring performance and quality.
- Lowering maintenance costs.
- Leveraging buying power (e.g., use of cooperatives).
- Promoting "best value" based on a life-cycle cost or total cost of ownership



assessment.

## **Section 17 Property and Asset Control**

The Assistant Director of Purchasing & Contract is responsible for the supervision, coordination, and control of County assets and for the proper disposition of such assets.

### **17.1 Surplus Disposition**

After reviewing and approving items classified as surplus, the Assistant Director of Purchasing & Contracts will determine the best method of disposition. Depending on the nature of the item and the needs of other departments, items may be transferred. Otherwise, the item may be disposed of through public auction, Invitation for Bid, posted prices, trade-in, destruction, abandonment, or donation. In accordance with Florida Statutes §274.06, single items, or a group of like items, valued at less than \$5,000 may be disposed without public notice. All surplus dispositions must have prior Board approval.

The preparation of any and all necessary documentation for the disposition of all Surplus shall be coordinated with the SJCCOC Finance Department and The Office of Management and Budget.