

SUWANNEE COUNTY PURCHASING POLICY MANUAL

Suwannee County
224 Pine Ave SW, 2nd Floor
Live Oak, FL 32064



April 21st, 2026

Contents

- Part 1 - General 4
 - 1. Purpose 5
 - 2. Distribution and Revisions 6
 - 3. Application of Policy Manual and Exemptions 7
 - 4. Implementation 9
 - 5. Training 11
 - 6. Supplemental General Principles of Law 12
 - 7. Code of Ethics 13
 - 8. Definitions 14
- Part 2 – Procurements 23
 - 9. Categories, Thresholds and Guidelines 24
 - 10. Table 1 – Process Thresholds, Payment Requests, Purchase Orders (POs) 26
 - 11. Petty Cash 29
 - 12. Electronic Signatures 30
 - 13. Quotes 31
 - 14. Types of Competitive Solicitations 33
 - 15. Request for Qualification CCNA 35
 - 16. Notice Requirements for Competitive Solicitations 36
 - 17. Cone of Silence 37
 - 18. Process of Competitive Solicitations 38
 - 19. Procurement Scoring Committee 41
 - 20. Procurement Protests 43
 - 21. Identical (Tie) Responses 45
 - 22. Invitation to Bid Workflow 46
 - 23. Emergency Procurements 47
 - 24. Sole Source Procurements 48
 - 25. Single Source Procurements 49
 - 26. Piggyback (Co-Op) Procurements 50
 - 27. Recognition and Hospitality 53
 - 28. Direct (Non-PO) Payments 54
 - 29. Owner Direct Purchases 56
 - 30. Unauthorized Procurements 57

31.	Disadvantaged, Minority, Women, Small Business.....	58
32.	Public Records and Meetings	59
33.	Tangible Assets	60
Part 3 Contracts		61
34.	Use of: Contracts & Purchase Orders	62
35.	Contracts	64
36.	Duties & Responsibilities of Contract	65
37.	Vendor Performance Evaluations	67
Part 4 - Bonds & Insurance		68
38.	Bid Bonds.....	69
39.	Payment & Performance Bonds.....	70
40.	Insurance Requirements.....	71
41.	Grant Funding.....	72
Part 5 - Federal & State Funded Procurements		73
42.	Federal & State Funded Procurements	74

Part 1 - General

1. Purpose

The County maintains a central procurement system which promotes efficiency, economy, and fair and open competition in an effort to reduce the appearance and opportunity for favoritism or impropriety, and to inspire public confidence that all purchases and contracts are awarded equitably and economically. The purpose and objectives of this Purchasing Policies Manual (the “Policy Manual”) are:

- A. To deal fairly and equitably with all vendors/contractors wishing to do business with Suwannee County.
- B. To assure adherence to all purchasing laws, regulations, and procedures.
- C. To maximize competition for all procurements.
- D. To administer the contracting function with internal efficiency.
- E. To purchase goods and services at the lowest price, consistent with quality, performance, and delivery requirements from capable vendors/contractors meeting the County’s needs.

This Policies Manual is to serve as a permanent, up-to-date guide to County procurement policies and procedures.

2. Distribution and Revisions

This Policies Manual will be made available electronically to all County employees. The Procurement Department shall be responsible for maintaining the official adopted version of this Policies Manual electronically and for the continual updating of this Policies Manual as necessary, including any subsequent revisions as necessary.

The Board shall adopt by resolution the Purchasing Policies of Suwannee County. The Purchasing Policies, when adopted, shall have the full force and effect of law. The Board may amend the Purchasing Policies, from time to time, by resolution approved by the Board at regularly scheduled commission meetings.

All revisions to this Policies Manual must be reviewed by the County Administrator or designee, County Attorney, and approved by the Board of County Commissioners (the "Board").

3. Application of Policy Manual and Exemptions

Applicability

This Policy Manual, and the policies and procedures contained herein, govern all departments and divisions under the jurisdiction of the Board, as well as all purchasing transactions, which are paid for directly from County and grant funds under the control of the Board. The contents of this Policy Manual preempt all previously existing purchasing manuals, policies, and procedures.

Exemptions from the Purchasing Policy Manual

The following types of purchasing activities shall be exempt from the competitive solicitation requirements of this Policy Manual as described below. These exemptions do not preclude the County from utilizing competitive solicitation practices where possible.

- A. Agreements between the Board of County Commissioners and non-profit organizations or governmental entities including the procurement, transfer, sale or exchange of goods and/or services.
- B. Service/Maintenance Contracts; Continuing service and/or maintenance contracts which are a part of product acquisition/installation to a vendor who is the manufacturer, developer, or who is the authorized service agent thereof are exempt from further competitive requirements of this Policy Manual. Examples: building systems maintenance, security systems, etc.
- C. Real property, options of title or abstracts of title for real property, title insurance for real property, and other related costs of acquisition, rental, lease, or sale of real property.
- D. Library Media and Materials. The purchase of library books (print, e-books, e-audio books), educational kits and devices and/or textbooks, printed instructional materials, reference books, periodicals, databases, indexes, pre-recorded library media materials, (e.g., audio and video resources) and printed library cards that are to be a part of the library collection are exempt.
- E. Postage and publication, of notices and legally required advertisements.
- F. Advertisements in the form of a representation in any form (digital, print or other media) in connection with a trade, business, craft, or profession in order to promote the supply (purchase) of commodities or services by the person promoting the commodities or contractual services.
- G. Training Media and Services. When such materials or services are available only from the producer, publisher, owner of the copyright or patent, educational institution, or training service provider, which developed the training program, the purchase is exempt from competitive requirements.
- H. Software. Upgrades, software modification services by the copyright holder, maintenance agreements, and related software enhancements to installed software purchased through competitive means are exempt. The purchase of new software packages or systems shall follow the thresholds and procedures of the Policy Manual to ensure competitive selection.

- I. Training and educational courses, lectures by individuals and education events or programs, contracts between the County and governmental entities or nonprofit corporations, dues/memberships, training/trades publications, meeting rooms, and hotels when below the formal bid threshold.
- J. Services of legal counsel authorized by the Office of the County Attorney, including, but not limited to, expert witnesses, conflict counsel, and other services required by the Office of the County Attorney as may be authorized in the County Attorney's contract.
- K. Court reporter services.
- L. Food, to include water and beverages, may be purchased with an explanation of the public purpose.
- M. Accounting and Financial Services
- N. Insurance costs, including but not limited to property, casualty, health and automobile.
- O. Medical and dental services.
- P. Temporary labor services.
- Q. Water, sewer, telephone, and electrical utility services.
- R. Copyrighted and patented materials.
- S. Goods and/or services given or accepted by the County via grant, gift or bequest.
- T. Cybersecurity related items:
 - 1. Insurance or other risk mitigation coverage acquired for the protection of information technology systems, operational technology systems, or data.
 - 2. Critical infrastructure
 - 3. Cybersecurity incidents
 - 4. Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such purchase information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of: data or information, whether physical or virtual; or Information technology resources, which include an agency's existing or proposed information technology systems.
 - 5. Other sensitive cybersecurity items as determined by the County Administrator and Director of Information Technology.
- U. Items obtained by purchase order as otherwise permitted by these policies.

4. Implementation

Delegation for Implementation

- A. It shall be the responsibility of the County Administrator or designee, through the Procurement Department, to implement and enforce the policies and procedures set forth in this Policy Manual.
- B. The Procurement Coordinator, as head of the Procurement Department, shall exercise functional authority over the County procurement process for the purpose of implementing and enforcing these policies and procedures on a County wide basis, as well as in the Procurement Department for its role in the process.
- C. Each department head and/or director shall be responsible for implementing and enforcing these policies and procedures within their respective jurisdictions.
- D. Failure of County Staff to follow the policies shall be addressed by the County Administrator.

Violations of the Purchasing Policy Manual

A violation of any of the policies and procedures in this Policy Manual may be grounds for disciplinary action and may result in the County's refusal to pay for any improperly ordered goods or services.

Waiver of Purchasing Policy and Procedures

The Board shall have the authority to waive the policies and procedures contained in this Policy Manual in the following instances:

- A. Where the Board declares by majority vote that an emergency exists;
- B. Documentation for emergency purchases pertaining to the above must be submitted to the Chairman or his/her designee with a detailed explanation, and support materials attached if applicable, within three working days after the event occurred. Chairman can waive competitive solicitations during emergencies up to \$125,000.00 and may authorize purchased and/or contracted services exceeding \$125,000.00 that have been competitively solicited. All actions taken following such parameters must be reported to the Board at the next regularly scheduled Board meeting.
- C. The purchase and/or leasing of goods, supplies, materials or services for County use from a valid current continuing state contract or from other valid current continuing contracts with the State of Florida or other local governments or similar entities, including but not limited to associations acting on behalf of state, county or municipal officials;
- D. Where the Board finds that there is a reasonable certainty that bids for the contemplated construction or purchase will be offered by only one (1) bidder. The Board may use as a basis for this finding a recommendation of the County Administrator through the consent agenda, or otherwise as may be determined, that the particular contract is expected to draw bids from only one (1) bidder;

- E. Where the Board, as declared by majority vote plus one (1) of the board of county commissioners, the particular circumstances or time constraints surrounding the construction or purchase make it impractical or inadvisable to solicit bids;
- F. Where the contract to be bid upon is one for the purposes authorized by section 336.41, Florida Statutes;
- G. Where the Board by majority vote plus one (1), has by resolution, waived competitive bidding when the Board finds it to be in the best interest of the County; or
- H. Where there has previously been a request for bids and no responsive, responsible bids have been received.
- I. When standardization is deemed necessary and the product to be standardized has previously been accepted through competitive bidding or otherwise procured through a means deemed acceptable by the purchasing policies.
- J. When, due to the nature of the product (e.g. fuels and lubricants) no stable pricing market exists, the Board may, by separate resolution, authorize department to accept short-term quotes or negotiate with suppliers for the best pricing.

5. Training

All County employees who are responsible for implementing the procurement process within their department/division must attend training classes at least annually provided by the Procurement Department. The Procurement Department must provide the training and, if so, must maintain records related thereto. Consultants and other County vendor/contractors, when applicable, may attend training classes.

6. Supplemental General Principles of Law

The principals of law and equity, including laws related to contracts, agency, business entities, ethics, fraud, misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this Policy Manual. All contracts awarded by virtue of this Policy Manual, and all procurements of the County pursuant to this Policy Manual, shall be governed by and construed under the laws of the State of Florida and the local laws of Suwannee County, Florida, unless otherwise provided.

7. Code of Ethics

Ethics, Generally

Suwannee County is committed to a purchasing process which fosters fair and open competition, is conducted under the highest ethical standards, and enjoys the complete confidence of the public. To achieve these purposes, the County subscribes to the following code of ethics:

- A. The County will avoid unfair practices by granting all competitive respondents' equal consideration as required by Federal, State, and County regulations.
- B. The County will conduct business in good faith, demanding honesty and ethical practices from all participants in the purchasing process.
- C. The County will promote positive respondent and vendor/contractor relationships by affording respondent representatives courteous, fair, and ethical treatment.
- D. The County will make every reasonable effort to negotiate equitable and mutually agreeable settlements of dispute or disagreement with a respondent.
- E. The County will avoid involvement in any transactions or activities that could be a conflict between personal interest and the interest of the County.

Employee Ethics

This policy manual's ethics requirements are in addition to, and not in lieu of, any and all other applicable ethics, laws, or policies.

All employees, regardless of position, will maintain high standards of ethics and conduct and will avoid the appearance of unethical or compromising practices in relationships, actions, and communications.

Procurement staff shall maintain complete independence and impartiality in dealings with vendors to preserve the integrity of the competitive process and to ensure public confidence in all procurement activities.

In addition, the provisions of Section 112.313, Florida Statutes, pertaining to the standards of conduct for public officers and employees, shall expressly apply to all county officials and employees. A violation of Section 112.313, Florida Statutes, pertaining to purchasing or contractual relationships shall also be deemed a violation of this Policy Manual. Violations of these provisions of ethics and standards of conduct will be subject to disciplinary action up to and including termination of employment.

8. Definitions

The following terms defined in this section shall have the meanings set forth below whenever they appear in this Policy Manual:

- **ADVERTISEMENT** – is a public announcement inviting responses for services to be performed or materials to be furnished. (Note: this definition does not apply to the advertisements contemplated in section 4.f. above.)
- **AGREEMENT** – includes all types of agreements, regardless of what it may be called, that involve the purchase or disposal of supplies, services, materials, equipment, or construction.
- **AUDIT** - is an official inspection of an individual's or organization's accounts, either by the County or its designee.
- **AWARD** – is the acceptance, by the County, of the successful bidder's, respondent's or vendor/contractor's proposal.
- **BEST AND FINAL OFFER**- may be used at the end of a competitive negotiation to obtain the proposer's most favorable terms for price, service or product to be delivered. May be used in the request for proposal and invitation to negotiate process.
- **BID, PROPOSAL, or QUOTE** – is an offer specifically given to the County in response to an Invitation.
- **BIDDER** – is any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, sole proprietor, joint venture, or any other legal entity, who submits a bid or proposal for the goods or services contemplated. Used interchangeably with “proposer” and “offeror”.
- **BIDDING DOCUMENTS** – is the Advertisement or Invitation to Bid, solicitation instructions, the bid form and the proposed contract documents, including all addenda issued prior to public opening of the bids.
- **BOARD** – (also known as BCC) is the Board of County Commissioners of Suwannee County, Florida. The Board maintains the authority to enter into all agreements on behalf of the County under the County's proper name.
- **BONDS** – are performance, payment, and supply bonds and other instruments of surety.
- **BRAND NAME OR EQUIVALENT SPECIFICATION** – is a specification limited to one or more items by, for example, manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other characteristics needed to meet the County requirements and which provide for the submission of equivalent products.
- **BUSINESS** – is any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- **CCNA** – is Consultants' Competitive Negotiations Act per section 287.055, Florida Statutes.
- **CENTRAL REPOSITORY** – is a file system of all fully executed contracts, leases, and non-grant agreements maintained in auditable format.

- CERTIFICATE – can only be a computer-based record which:
 - Identifies the certification authority.
 - Identifies the subscriber.
 - Contains the subscriber’s public key.
 - Is digitally signed by the certification authority.
- CERTIFICATION AUTHORITY – is a person who issues a certificate.
- CERTIFICATES OF COMPLIANCE – is a written statement by the manufacturer stating the material furnished is in conformance with the work specifications. Also called a certificate of conformity or certificate of conformance.
- CHANGE ORDER – is a document that amends the scope of, or corrects errors, omissions, or discrepancies in an agreement or purchase order, which is signed by the vendor/contractor and approved in accordance with authorization levels.
- CLERK TO THE BOARD OF COUNTY COMMISSIONERS – is the section under the Clerk of Court that maintains the Central Repository defined herein above.
- COMMODITY – is products, goods, or materials that the County may contract for or purchase for the use and benefit of the County. A specific item, which is different from the rendering of time and effort by a provider.
- CONSTRUCTION – is the process of building, attaining, repairing, improving, or demolishing any public structure or building, or other public improvement of any kind to any public real property. It does not include routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.
- CONTRACT – includes all types of legally enforceable agreements, regardless of what they may be called, for the purchase or disposal of supplies, services, materials, equipment, or construction and which describe the terms and obligations of the business transaction.
- CONTRACT AMENDMENT OR MODIFICATION – is any alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
- CONTRACT/LEASE CONTROL NUMBER – is a systemized unique number assigned by the Clerk to the Board of County Commissioners to each procurement project, including but not limited to fully executed contracts or leases, task orders, change orders, etc.
- CONTRACT/LEASE DATABASE – is a computer automated file affording organized search and retrieval of contracts, agreements, and leases.
- CONTRACTUAL SERVICES – is the rendering by a vendor/contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent vendor/contractors, and such services may include, but are not limited to: evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services. Contractual services does not include:

- Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration.
- The acquisition of services from other governmental agencies and the performance of services in house, other than those performed by an employee in an authorized position, wherein the rate of pay for the performances of such services, does not exceed the rate of pay for an equivalent authorized position.
- Outside legal services.
- CONTRACTUAL SERVICES CONTRACT – is a contract for a vendor/contractor’s time and effort rather than the furnishing of specific commodities. Satisfactory completion of services and/or a specified period of time or date complete such contract.
- COOPERATIVE PURCHASING – is a procurement conducted by, or on behalf of, more than one public procurement unit.
- COST ANALYSIS – is the evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.
- COUNTY – is Suwannee County, Florida. The Board retains the authority to enter into all contracts on behalf of the County within the County’s proper name.
- COUNTY ADMINISTRATOR – as used in this Policy Manual, references to the County Administrator shall be a reference to the County Administrator of Suwannee County or his designee.
- CYBERSECURITY – means the protection afforded to an automated information system in order to attain the applicable objectives of preserving the confidentiality, integrity, and availability of data, information, and information technology resources.
- DEFINITE QUANTITY CONTRACT – is a contract whereby the vendor/contractor(s) agree to furnish a specific quantity of an item or items at a specified price and time to specified locations. Delivery by the vendor/contractor and acceptance of the specific quantity by the County completes such contract.
- EFFECTIVE DATE OF AGREEMENT – is the date indicated in the agreement on which it becomes effective.
- ELECTRONIC SIGNATURE – is any electronic sound, letters, characters, or symbols, manifested by electronic or similar means, executed or adopted by a party with an intent to authenticate a document. A document is electronically signed if an electronic signature is logically associated with such writing.
- EMERGENCY PURCHASE – is a purchase necessitated by a sudden unexpected turn of events (e.g., including but not limited to acts of God, riots, fires, floods, hurricanes, accidents, terrorism, or any circumstances or cause beyond the control of the agency in the normal conduct of its business) where the delay due to competitive bidding would be detrimental to the interest of the County. It may also be a condition that stops or seriously impairs the necessary function of County government. Emergency purchases shall be limited to declared states of emergency or a written finding of emergency by Chairman.

- EMPLOYEE – is a full time, part time, or temporary employee, whether elected or non-elected. For the purposes of this Policy Manual, it also includes any non-compensated individual performing services for the County.
- ESTABLISHED CATALOG PRICE – is the price included in a catalog, price list, schedule, or other form that:
 - Is regularly maintained by a manufacturer or vendor/contractor;
 - Is either published or otherwise available for inspection by customers; and
 - States prices at which sales are currently or were last made to a significant number of any categories of buyers or those buyers constituting the general buying public for the supplies or services involved.
- EXPIRED FILES – are files of agreements where the time period fixed in the contract, lease or agreement has expired. Retention of expired files shall be in accordance with the State of Florida’s retention schedules.
- FINAL PAYMENT – is payment issued upon satisfactory completion and final close-out of agreement or lease.
- FISCAL YEAR – is a twelve (12) month period of time to which the annual operating budget applies and at the end of which a government determines its financial position and the results of its operations. Suwannee County’s fiscal year is from October 1 through September 30.
- F.O.B. (or Free on Board) – is a term used in conjunction with an identified physical location to determine the responsibility and basis for payment of freight charges, and the point at which title for the shipment passes from seller to buyer.
- FUND – is a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and charges therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.
- IMPROVEMENT – includes buildings, other structures, and other attachments or annexations to land which are intended to remain so attached or annexed, such as sidewalks, trees, drives, tunnels, drains, and sewers. Sidewalks, curbing, sewers, and highways are sometimes referred to as “betterment” but the term “improvements” is preferred.
- INVENTORY OF SUPPLIES – is an asset account, which reflects the cost of supplies on hand for use in operations.
- INVITATION TO BID (ITB) – also known as “Competitive Sealed Bidding” is a written solicitation for sealed competitive bids used for the procurement of a commodity, group of commodities, or services valued more than the threshold for this category. The invitation to bid must be publicly advertised with the title, location (physical or electronic), date, and hour of the public bid opening designated and specifically define the commodity, group of commodities, or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The invitation to bid is used when the County is capable of specifically defining the scope of work for which a contractual service is required or when the County is capable of establishing precise specifications defining the actual commodity or group of commodities required.

- IRREGULARITY – any change or omission in a procurement matter that does not have an adverse effect on the County’s best interest and does not affect the outcome of the source selection process by giving an offeror an advantage or benefit not enjoyed by any other offeror, and not inconsistent with applicable laws.
- LEASE – is the written instrument in which the rightful possessor of real or tangible property (Lessor) conveys the right of use and/or to occupancy of property to another (Lessee) in exchange for consideration, usually in the form of rent.
- LESSEE – is one who has a possessory interest in real or personal property under a lease.
- LESSOR – is a person who conveys real or personal property by lease; esp., Landlord.
- MACHINERY AND EQUIPMENT – includes tangible property of a more or less permanent nature, other than land or buildings and improvements thereon. Examples are tools, trucks, cars, furniture, and furnishings.
- MANUFACTURER – is a person or firm engaged in the process of making, fabricating, constructing, forming, or assembling a product(s) from raw, unfinished, semi-finished, finished, or recycled materials through a direct contract/agreement on behalf of the general vendor/contractor.
- MATERIAL MISTAKE – is any deviation or variance from the solicitation instructions or other mistake that gives one bidder a substantial advantage over other bidders. A non-material mistake (irregularity) is any mistake that does not affect the price, give one bidder an advantage or benefit not enjoyed by other bidders, and does not adversely affect the interests of the County.
- NOTICE OF COMMENCEMENT – is a notice recorded in accordance with Section 713.13, Florida Statutes, prior to the commencing or recommencing to improve any real property.
- NOTICE OF AWARD – is the written notice by the Procurement Department to notify the successful respondent that the offer they submitted for the advertised work has been accepted, contingent upon written approval by the appropriate County designee as determined by the authorization thresholds.
- NOTICE OF INTENT TO AWARD – is a written notice that states the firm(s) to whom the County intends to award a contract resulting from a solicitation. The Notice of Intent to Award is posted on the County eProcurement website.
- NOTICE TO PROCEED – is a written notice given by the Procurement Department establishing the original date on which the work under the agreement/contract will commence. The vendor/contractor shall begin to perform his/her obligation according to the agreement documents on the dates provided in the Notice to Proceed.
- OFFER – is any bid, proposal, or quote made to the County.
- OPTION TO RENEW – is a contract clause that grants a party or parties the option of continuing the contract for an additional term, and which must be exercised prior to the expiration of the current term.
- ORIGINAL – is the initial, non-reproduced, signed agreements, amendments, change orders and task orders, and any and all other documents that are required to be retained by the Clerk’s Records Office.

- PAYMENT BOND – is the approved form of security furnished by the vendor/contractor and their surety as a guaranty that they will pay all bills and accounts for materials and labor used in the work or services.
- PERFORMANCE BOND – is the approved form of security furnished by the vendor/contractor and their surety as a guaranty that the vendor/contractor will complete the work or service in accordance with the terms of the agreement.
- PERSON – is any business, individual, committee, club, other organization, or group of individuals.
- PETTY CASH - an accessible store of money kept by the County for expenditure on small items.
- PRE-BID CONFERENCE (or PRE-PROPOSAL CONFERENCE) – is a meeting held with prospective bidders prior to public opening of bids, to discuss technical aspects, specifications, and standards relative to the subject, and to elicit expertise and bidders’ interest in pursuing the task.
- PROCUREMENT – is buying, procuring, renting, leasing, or otherwise acquiring any materials, supplies, services, construction, or equipment. It also includes all functions that pertain to the obtaining of any material, supplies, services, construction, and equipment, including description of specifications and requirements, selection and solicitation resources, preparation, and award of contract.
- PROCUREMENT COORDINATOR– is the County employee whose job it is to ensure compliance with these policies, advertise solicitations, and otherwise engage in County procurement processes. The Procurement Coordinator shall report to the County Administrator. The Procurement Coordinator is the head of the Procurement Department.
- PROCUREMENT DEPARTMENT – is responsible for ensuring compliance with these policies, advertise solicitations, and otherwise engage in County procurement processes. The Procurement Department shall be run by the Procurement Coordinator.
- PROFESSIONAL SERVICES – may include any services provided by a licensed professional in a particular field or subject. As to Consultants’ Competitive Negotiations Act in Section 287.055, Florida Statutes (CCNA), professional services are defined as those services within the scope of the practice of architecture, professional engineering, landscaping architecture, or registered land surveying, as defined by the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor in connection with his professional employment or practice.
- PROPERTY – is any external thing over which the rights of possession, use, and enjoyment are exercised.
- PURCHASE ORDER – is a purchase order with a vendor/contractor, often negotiated to take advantage of predetermined pricing. It is normally used when there is a recurring need for expendable goods.

- QUOTES – is the procurement procedure used to purchase commodities or contractual services with a value within the threshold amounts. Written Quotes are conducted by obtaining written quotes from two or more vendors, based on threshold amounts. It does not require a public bid opening and is awarded as per threshold limits and authorizations. In those instances where the securing of three (3) quotes is not practicable, the Requesting Department shall provide written justification of such. Written evidence of all quotes must be maintained.
- REAL PROPERTY – is land and anything growing on, attached to, or erected on it, excluding anything that may be severed without injury to the land. Real property can be either corporeal or incorporeal.
- RECYCLED CONTENT – are materials that have been recycled and are contained in the products or materials to be procured, including, but not limited to, paper, plastic, aluminum, glass and composted materials. The term does not include internally generated scrap that is commonly used in industrial or manufacturing processes or waste or scrap purchased from another manufacturer who manufactures the same or a closely related product.
- REGULATION– is a statement by the County having general or particular applicability and future effect, designed to implement, interpret, or prescribe law, policy, or practice.
- REQUEST FOR PROPOSALS (RFP) – is a written solicitation for sealed proposals that must be publicly advertised with the title, and the designated location (physical or electronic), date and hour of the public proposal opening. The request for proposals is used when the scope of work, specifications, or contractual terms and conditions cannot be well defined. Evaluation of a proposal is based on prior established criteria which involves more than price. May be a single or multi-step process. May include a provision for the negotiation of a best and final offer. A request for proposals may include, but is not limited to, applicable laws and rules, functional or general specifications, statement of work, solicitation instructions, and evaluation criteria.
- REQUEST FOR QUALIFICATIONS (RFQ) – is a written solicitation for sealed qualifications that must be publicly advertised with the title, and the designated location (physical or electronic), date and hour of the public opening. The request for qualifications is used when the specifications of required services are broad and specialized in nature. Evaluation of a response is based on prior established criteria which involves more than price.
- REQUESTING DEPARTMENT – is any department, division, agency, commission board, committee, authority, or other unit in the County government requesting supplies or procuring contractual services as provided for in this Policy Manual.
- RESPONSIBLE BIDDER OR OFFEROR– a person who has submitted a bid which conforms in all material respects to the solicitation, has the capability in all respects to perform fully the contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and has the integrity and reliability with a record of timely and acceptable past performance that will assure good faith performance.
- RESPONDENT – is a person who replies to something. In the case of one who is supplying information or responding to an advertisement or solicitation/procurement, a respondent may be referred to as a bidder, proposer, or offeror.
- RESPONSIVE BIDDER OR OFFEROR - a person who has submitted a bid which conforms in all material respects to the solicitation.
- SERVICES – is the furnishing of labor, time, or effort by a vendor/contractor, not involving the

delivery of a specific end product other than those that are not defined as supplies and that are merely incidental to the required performance. This term does not include employment agreements or collective bargaining agreements.

- **SINGLE SOURCE** – is a commodity or service that can be purchased from multiple sources, but in order to meet certain functional or performance requirements (e.g., parts matching existing equipment or materials), there is only one economically feasible source for the purchase.
- **SMALL PURCHASES** – is the procurement of commodities or services with a value within the thresholds set for this category without the requirement of quotes, or bids, from at least three (3) vendors.
- **SOLE SOURCE** – is a commodity or service that can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole source purchase, if, there is more than one potential vendor/contractor for that item. Use of brand names and model numbers does not constitute a sole source.
- **SOLICITATION** – generalized term used to broadly speak on Invitation to Bid, Request for Proposals, Request for Qualifications. The solicitation of offers from vendors/contractors for the needed supplies, services, or construction. Solicitations shall include, but not be limited to, invitation to bids, requests for quotes, requests for qualified contractors, requests for proposals, requests for approvals, requests for pre-qualifications, and any other approved solicitation method.
- **SPECIFICATIONS** – is any description of the physical or functional characteristics of the nature of a material, supply, service, construction, or equipment item. It may include a description of any requirement for inspection, testing, recycling or degradable materials, content, or preparing a material, supply, service, construction, or equipment item for delivery.
- **SUBDIVIDING PROCURMENTS** – is the illegal act of submitting two or more purchases to the same vendor within a period of time in order to acquire goods and/or services over the limitations and requirements set forth.
- **SUCCESSFUL BIDDER** – is the lowest, responsible, and responsive bidder to whom the Procurement and Requesting Departments, based on evaluation, recommends award of the fully executed contract.
- **VENDOR/CONTRACTOR** – any individual or business having a contract with the board of county commissioners to furnish goods, services, or construction for an agreed upon price (not to include employment contracts).
- **SUPPLY BOND** – is a surety guarantee that the vendor/contractor will furnish supplies or material as contracted.
- **SURETY BOND** – is a written promise to pay damages or to indemnify against losses caused by the party or parties named in the document, through nonperformance or through default. For example, a surety bond might be required of an independent vendor/contractor. Surety bonds also include Fidelity Bonds covering governmental officials and employees.

- SURPLUS PROPERTY – is any tangible personal property or real property interest owned by the County, which has been declared by the County as obsolete or the continued use of which is uneconomical or inefficient or which serves no useful function as to any activity or location under the County’s supervision.
- TASK ORDER –is synonymous with the term “new work” against an existing task-order specific contract approved by the Board of County Commissioners. Selected vendor/contractor will be given a scope of work by the managing department. Vendor/contractor will prepare and submit a written technical and cost proposal addressing the scope of work. The issuing department will review and negotiate the terms of the task order and forward the task order to the Administration Department. The next consecutive task order # will be assigned and the document will be forwarded for the appropriate level of approval.
- TANGIBLE PERSONAL PROPERTY – is personal property that can be seen, weighed, measured, felt, or touched, or is in any way perceptible to the senses, such as furniture. It is not fixed in place and not an integral part of a structure or facility; and is not an integral part or component of another piece of equipment.
- TIE (IDENTICAL PROCUREMENT) – is when two or more responses to a procurement are equal in price and it appears the quality and service offered by the vendors are comparable.
- USING DEPARTMENT – is any department, division, agency, commission board, committee, authority, or other unit in the County government using supplies or procuring contractual services as provided for in this Policy Manual.

Part 2 – Procurements

9. Categories, Thresholds and Guidelines

Delegation of Threshold Amounts

- A. The procurement method and authorization authority vary based upon the amount of the purchase. Generally, all purchases for commodities, equipment and services, when the estimated cost thereof equals or exceeds \$50,000, shall be purchased competitively; purchases below \$50,000 shall be handled in the manners specified herein, which are designed to maximize competition and ensure the County is receiving a fair price while balancing the need for an efficient use of staff resources. The Board may waive the competitive solicitation requirements when deemed to be in the best interest of the County. (The threshold amount for the procurement of planning and study activity by professionals is \$35,000, pursuant to section 287.055(3)(a)1., Fla.Stat. See also section below titled "Request for Qualifications, CCNA" below.)
- B. Table 1 establishes the thresholds and procedures to govern procurement of commodities, equipment and services. Additionally, the authority for approving purchases within the established threshold set forth below is hereby delegated to the person(s) with designated signature authority.
- C. All procurements will be procured in accordance with the methods permitted according to the threshold amounts, and as set forth in this Policy Manual.

Change Orders

Change orders not exceeding \$10,000 may be authorized by the County Administrator. All change orders greater than \$10,000 must be approved and authorized by the Board. If a delay is against public interest, the Chairman may authorize the work and report his/her action at the next regularly scheduled meeting of the Board. After two change orders on a particular contract, all change orders for that particular contract must go before the Board for approval.

All change orders shall be in writing and signed by person who originally executed the contract with the County on behalf of the requesting vendor/contractor, or the person who now occupies that same position within the organization. All written change orders shall include the following information:

- 1) Vendor/Contractor Name
- 2) Suwannee County Contract Number and Project Name
- 3) Identify the Change Order work to be performed.
- 4) Explanation of how the work to be performed pursuant to this Change Order is different from the work requested by the initial request for information/request for qualifications/task order.
- 5) Explanation why the work contemplated by the Change Order was not included in the original submission by the vendor/contractor prior to being awarded the contract or assigned the task order.
- 6) Explanation why the vendor/contractor could not have known that the work required by this Change Order was could not have been known prior to being awarded the contract or assigned the task order.
- 7) Identify the number of previously requested Change Orders under this Suwannee County Contract Number

- 8) Identify the amount of additional funds requested to accomplish the Change Order.
- 9) Identify the original price of the awarded contract/task order and the total price of the contract/task order if this Change Order is approved
- 10) Identify all additional information the County may need to decide whether to approve the Change Order.
- 11) Signature of representative of vendor/contractor (signature must be the same person who signed the contract or accepted the task order with the County, or the person who now occupies that position with the vendor/contractor)

Any change order submitted the County shall include the requisite information, regardless of who has the authority to approve the change order. Any change order which does not include the required information shall be immediately denied as non-conforming and the vendor/contractor shall be permitted to amend the change order to include to the required information.

When approval by the Board of County Commissioners is required to approve a change order, the executed change order in the required format shall be included in the agenda materials.

Due to Section 218.755, Fla. Stat., all changes orders, once received by County Staff, must be immediately forwarded to the Purchasing Coordinator and the County Administrator for review. The change order shall be approved or denied in writing within 30 days of receipt of the change order.

Task Orders

Vendors with whom the County has continuing services contracts may be assigned task orders. The County Administrator or Department Heads/Directors may issue task orders to said vendors as otherwise permitted by their spending authority.

10. Table 1 – Process Thresholds, Payment Requests, Purchase Orders (POs)

Table 1	Amount Of Contract or Expenditure	Authorized Supervisor	Department Head	County Administrator	BCC
	\$0 to \$3,500	X			
	Above \$3,500 to \$25,000		X		
	Above \$25,000 to \$50,000			X	
	Above \$50,000				X

The Board of County Commissioners shall award all projects in excess of \$50,000. The Department Head is authorized to process all progress payments of Board awarded projects which are less than \$100,000. The County Administrator shall process all progress payments for Board awarded projects which meet or exceed \$100,000.

Invoices submitted to the Finance Department for payment shall include an authorized signature (See above table) and the appropriate account number.

A. Purchase Orders (POs)

Exemptions from POs as listed in Section 3.
 Purchases orders shall be completed for all purchases over \$5000. POs shall be sent to the Finance Office with the invoice for payment. POs are issued by the individual item exceeding \$5,000.00. Purchase Orders will be identified accordingly with department name, address, invoice date, vendor name, and PO number. All POs shall follow the threshold authorizations listed in Table 1 above. A copy of POs with invoices shall be maintained with the issuing department.
 If an emergency purchase must be made after regular working hours of 7:30 am to 5:00 pm, Monday through Friday, the purchase order is to be completed on the next business day and submitted to the Finance Office with the invoice for payment.

B. Single Purchases

\$0 – \$3,500
 Purchases made by authorized field personnel to buy supplies and/or parts for operational necessity up to \$3,500 in value.

C. Two (2) Written Quotes

\$3,500 – \$25,000
 A purchase made by authorized supervisors and approved by the department head/director for an item or services in excess of \$3,500, but no more than \$25,000, requires at least two (2) documented written quotations.

D. Three (3) Written Quotes

\$25,000 – \$50,000
 A purchase made by a department head/director following approval by the County Administrator for an item or services in excess of \$25,000, but no more than \$50,000, requires at least three (3)

documented written quotations unless any of the previously stated exemptions apply.

E. Non-PO (Direct) Payments

Purchases made following the exemptions listed in Section 3 shall follow the same authorization thresholds within Table 1 above.

F. Purchase Order (Non-Contract)

Purchases made shall follow the same authorization thresholds within Table 1 above.

G. Task Orders

Task order authorization shall follow the thresholds in Table 1 above. All task orders must be provided to the Clerk of Circuit Court as the Central Repository following execution of a task order.

H. Change Orders

Change orders not exceeding \$10,000 may be authorized by the County Administrator. All change orders greater than \$10,000 must be approved and authorized by the Board. If a delay is against public interest, the Chairman may authorize the work and report his/her action at the next regularly scheduled meeting of the Board. After two change orders on a particular contract, all change orders for that particular contract must go before the Board for approval.

All change orders shall be in writing and signed by person who originally executed the contract with the County on behalf of the requesting vendor/contractor, or the person who now occupies that same position within the organization. All written change orders shall include the following information:

- 12) Vendor/Contractor Name
- 13) Suwannee County Contract Number and Project Name
- 14) Identify the Change Order work to be performed.
- 15) Explanation of how the work to be performed pursuant to this Change Order is different from the work requested by the initial request for information/request for qualifications/task order.
- 16) Explanation why the work contemplated by the Change Order was not included in the original submission by the vendor/contractor prior to being awarded the contract or assigned the task order.
- 17) Explanation why the vendor/contractor could not have known that the work required by this Change Order was could not have been known prior to being awarded the contract or assigned the task order.
- 18) Identify the number of previously requested Change Orders under this Suwannee County Contract Number
- 19) Identify the amount of additional funds requested to accomplish the Change Order.
- 20) Identify the original price of the awarded contract/task order and the total price of the contract/task order if this Change Order is approved
- 21) Identify all additional information the County may need to decide whether to approve the Change Order.
- 22) Signature of representative of vendor/contractor (signature must be the same person who signed the contract or accepted the task order with the County, or the person who now occupies that position with the vendor/contractor)

Any change order submitted the County shall include the requisite information, regardless of who has the authority to approve the change order. Any change order which does not include the required information shall be immediately denied as non-conforming and the vendor/contractor shall be permitted to amend the change order to include to the required information. When approval by the Board of County Commissioners is required to approve a change order, the executed change order in the required format shall be included in the agenda materials.

Due to Section 218.755, Fla. Stat., all changes orders, once received by County Staff, must be immediately forwarded to the Purchasing Coordinator and the County Administrator for review. The change order shall be approved or denied in writing within 30 days of receipt of the change order.

11. Petty Cash

Petty Cash transactions are not handled by the Procurement Department. The County Finance Department of the Clerk of Courts & Comptroller audits and processes the petty cash requests. Each County Department Head/Director is responsible for its department's petty cash and reporting to the County Finance Department – and shall be accountable for any deficiencies found in an audit.

12. Electronic Signatures

Unless otherwise provided by law, an electronic signature may be used to sign a writing and shall have the same force and effect as a written signature. If any provisions of this section contradict the Electronic Commerce Policy of the Suwannee County Board of County Commissioners, the policy prevails.

An electronic record or electronic signature is attributable to a person if the record or signature was the act of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to which the electronic record or electronic signature was attributable.

If a law requires a signature or record to be notarized, acknowledged, verified, or made under oath, the requirement is satisfied if the electronic signature of the person authorized by applicable law to perform those acts, together with all other information required to be included by other applicable law, is attached to or logically associated with the signature or record. Neither a rubber stamp nor an impression type seal is required for an electronic notarization.

13. Quotes

Quotes (not to exceed \$3,5000)

(See [Table 1 – Process Thresholds](#) for threshold requirements for the procurement method).

- A. Purchases made by authorized field personnel to buy supplies and/or parts for operational necessity up to \$3500 in value.

Written Quotes (not to exceed \$25,000)

(See [Table 1 – Process Thresholds](#) for threshold requirements for the procurement method).

- A. Commodities, equipment, and services with an estimated cost within the threshold under Table 1 shall be procured by competitive, written quotes.
- B. At least two (2) written quotes must be obtained for each purchase by the appropriate County department. In those instances where the securing of two (2) quotes is not practicable, the Department shall provide written justification of such. The appropriate County department shall prepare a written quote solicitation form that clearly documents the commodities, equipment, or services requested, when needed, contact information, the due date for quote, any vendor requirement, and other relevant transactional terms. The requested commodities, equipment, or services must be adequately described on a consistent basis to assure a like-to-like comparison among vendors. Purchases must be clearly documented on all vendor quote requests that are non-responsive or no-quote.
- C. Quotes must be on company letterhead, a county approved quote form, or in a similar format with a date and signature of an authorized representative of the vendor.
- D. All vendors providing written quotes must have the required expertise and capability to perform the work or supply the commodities or equipment. In determining if a vendor has the capability to perform the work or supply the commodities, services, or equipment, consideration shall be given to the ease of delivery, mobilization, or customer support after a purchase. The lowest cost, responsible, and responsive vendor who is capable of performing the services or supplying the commodities, services, or equipment shall be awarded the contract.

Written Quotes (not to exceed \$50,000)

(See [Table 1 – Process Thresholds](#) for threshold requirements for the procurement method).

- E. Commodities, equipment, and services with an estimated cost within the threshold under Table 1 shall be procured by competitive, written quotes.
- F. At least three (3) written quotes must be obtained for each purchase by the appropriate County department. In those instances where securing of three (3) quotes is not practicable, the Department shall provide written justification. The appropriate County department shall prepare a written quote solicitation form that clearly documents the commodities, equipment, or services requested, when needed, contact information, the due date for quote, any vendor

requirement, and other relevant transactional terms. The requested commodities, equipment, or services must be adequately described on a consistent basis to assure a like-to-like comparison among vendors. Purchases must be clearly documented on all vendor quote requests that are non-responsive or no-quote.

- G. Quotes must be on company letterhead, a county approved quote form, or in a similar format with a date and signature of an authorized representative of the vendor.
- H. All vendors providing written quotes must have the required expertise and capability to perform the work or supply the commodities or equipment. In determining if a vendor has the capability to perform the work or supply the commodities, services, or equipment, consideration shall be given to the ease of delivery, mobilization, or customer support after a purchase. The lowest cost, responsible, and responsive vendor who is capable of performing the services or supplying the commodities, services, or equipment shall be awarded the contract.

14. Types of Competitive Solicitations

It should be noted on all competitive solicitations that the County retains the right to reject any and all responses and may choose to solicit at its discretion.

(See [Table 1 – Process Thresholds](#) for threshold requirements for the procurement method).

Requests for Proposals (RFP)

Definition: Requests for proposals are used when the scope of work, specifications, or contractual terms and conditions cannot be well defined. Evaluation of a response is based on prior established criteria which involves more than price. A request for proposals may include, but is not limited to, applicable laws and rules, functional or general specifications, statement of work, solicitation instructions, and evaluation criteria. The Procurement Department and department director shall decide, based on the specific services needed, if professional services are required. This decision can be made once it is determined that in-house resources are not available to adequately provide such services.

Criteria: The department shall outline specific needs and objectives that will make up the scope of services to be addressed by the proposers. The Procurement Department, in conjunction with the department director, shall prepare the criteria and development of the request for proposals which may include, but not be limited to, the following:

- Introduction
- Background
- Scope of work or scope of services required
- Time schedule
- Price schedule
- Evaluation criteria (if applicable)
- Terms and conditions
- Selection process
- Required forms
- Proposed contract
- Any other documents as specified

Selection: Proposers shall be reviewed by a selection committee, as further detailed in [Procurement Scoring Committee](#), and, if applicable and requested, presentations may be made to the selection committee or board for consideration.

Invitation to Bid (ITB)

Definition: The invitation to bid should be utilized when the County is capable of establishing precise specifications for a commodity or defining, with specificity, a scope of services for the commodities or contractual services sought and when the estimated cost of these commodities, equipment or service exceeds the amount specified in [Table 1 – Process Thresholds](#). Through this process, vendors are able to compete on a cost basis for like items or services. The selection will be based upon the lowest priced, responsive, and responsible bidder.

Criteria: The department director shall outline specific needs and objectives that will make up the scope of services to be address by the proposer. The Procurement Department, in conjunction with the department director, shall prepare the criteria and development of the invitation to bid which may include, but not be limited to, the following:

- Introduction
- Background
- Scope of services, commodities or equipment required
- Time schedule
- Price sheet
- Terms and conditions
- Required forms
- Proposed contract
- Any other documents as specified

Selection: Evaluation of bids shall be conducted by the Procurement Department in conjunction with the requesting Department Director or designee. Evaluation of bids must include consideration of the total cost of the bid.

A contract shall be awarded to the responsible and responsive vendor who submits the lowest responsive bid.

Alternative Means of Procurement

The means of procurement listed herein are not exclusive. The Board may approve alternative means of procurement.

Role of Procurement Coordinator

The Procurement Coordinator shall approve the final form of any RFP, ITB, or any other form of procurement.

15. Request for Qualification CCNA

- A. A request for qualifications (“RFQ”) is used where the specifications of required services are broad and specialized in nature. Evaluation of a response is based on prior established criteria which involves more than price. The purpose of obtaining professional services is to offer to the County special expertise, practical experience, knowledge, resources, and an objective outside professional opinion. An RFQ must be utilized in CCNA procurements but may be used in other instances when deemed appropriate by the Procurement Department.
- B. The provisions and exemptions contained in the CCNA, shall apply herein for the procurement of all professional architecture, engineering, landscape architecture, or registered surveying and mapping services for projects that exceed certain statutory dollar thresholds.
- C. For more information on CCNA please refer to sections 287.017 and 287.055, Fla. Stat.
- D. The Procurement Coordinator shall approve the final form of any RFQ.

16. Notice Requirements for Competitive Solicitations

Newspaper

- A. Noticing of all procurement solicitations (unless waived by the Board) shall be done by publishing once in a newspaper of general circulation in the County at least 14 calendar days prior to the date set for receipt of the competitive solicitation.
- B. If state or federal law or a state or federal agency provides other required methods of newspaper notice which differentiate from the County's requirements, in those circumstances, the requirements of state or federal law or state or federal agency shall be followed when advertising in a newspaper.
- C. Florida Statutes section 255.0525, states that any construction project that is projected to cost more than \$200,000.00 shall be publicly advertised at least once in a newspaper of general circulation in the County at least 21 calendar days prior to the established public bid opening and at least five calendar days prior to any scheduled pre-bid conference. If the construction project is expected to cost more than \$500,000.00, it must be advertised at least 30 calendar days prior to the bid received date and at least five calendar days prior to any pre-bid conference. Any change of the statutory spending thresholds shall be incorporated into this paragraph without further amendment to this policy.
- D. The notice shall reference the location of the electronic bid platform where the solicitation will be posted.

17. Cone of Silence

Cone of Silence

A cone of silence shall be established on all County competitive selection processes. The cone of silence pertains to all solicitations (ITB, RFP, RFQ or other competitive solicitations), and prohibits any communication regarding such solicitation between the bidder (or its agents or representatives) or anyone on behalf of the bidder regarding such solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than Procurement Department staff. The cone of silence shall be in effect from the time of advertisement until contract award. Each competitive solicitation shall provide notice of the cone of silence requirement. Violation of the cone of silence by, or on behalf of, a bidder shall be grounds for disqualification from competing in the competitive solicitation.

Exceptions to the Cone of Silence

The cone of silence shall not apply to:

- A. Communications at any public proceeding or meeting related to the competitive solicitation, including pre-bid conferences and selection committee presentations.
- B. Communications during contract negotiations between designated County employees and the intended contract awardee.
- C. Communication with a vendor/contractor by a Procurement Department employee following bid opening to clarify the vendor's bid or intended scope of services.
- D. Communication following the filing of a protest between the protesting party and the Procurement Department, County Administrator's Office and County Attorney's Office, including, but not limited to, during the dispute resolution process provided herein.
- E. Purchases exempt from competitive selection, sole source procurements, single source procurements, and emergency procurements, as defined in this Policy Manual.
- F. Communications with existing vendors/contractors in the performance of existing contracts.

Termination of the Cone of Silence

The cone of silence commences from the date of advertisement until award of contract.

Enforcement of the Cone of Silence

County employees who violate the Cone of Silence policy shall be subject to discipline.

18. Process of Competitive Solicitations

All competitive solicitations are to be prepared by the Procurement Department in conjunction with issuing department, who will provide input on the scope of the commodities, equipment or services needed, the legal ads, dates, and other pertinent information as may be required by the Procurement Department.

Response Submission

- A. Responses to all competitive solicitations shall be submitted electronically via the eProcurement Portal on the procurement department website or to the Clerk of Circuit Court, Cashier's Window, 200 S Ohio Ave, Live Oak, FL 32064, no later than the date and time designated in the instructions. Paper solicitations will be date and time stamped by the Clerk's Office showing the time displayed on the clock located at the cashier's window. Any paper responses submitted after the date/time designated in the instructions will be held at the Clerk's office, unopened, and will not be considered. All vendors are encouraged to submit electronically.
- B. Mandatory and non-mandatory conferences may be held if deemed necessary by the impacted department director/head and the Procurement Department. Notification of the conferences will be outlined in the competitive solicitation package. Any written material distributed to potential respondents during a mandatory or non-mandatory conference will be made publicly available via an addendum unless the County designates that material to be sensitive. In instances where sensitive information is distributed at a mandatory conference, Procurement must provide and attendees must sign an agreement to not disseminate sensitive information.

Public Opening of Responses

- A. Bids shall be unsealed and read aloud at a scheduled public meeting on the date, time and location identified in the public invitation to bid announcement with at least two (2) witnesses present. At least one witness shall be a County employee, who shall unseal the responses. A second witness shall be a Deputy Clerk to retain the master copy of paper solicitations submitted. Witnesses cannot be a respondent to the competitive solicitation. The Clerk of Court office shall maintain all master copies of solicitations. The Procurement Department will maintain digital copies of all bids and bidding documents.

The purpose of the opening is to document the responses received and to ensure that the responses follow the basic requirements of the competitive solicitation. Responses are not analyzed for quality or substance at the opening.

Rejecting Responses

The County shall have the authority to reject any and all responses as otherwise permitted by law. The County will not be held responsible for any costs incurred by vendors/bidders in the case of rejection.

Correction or Withdrawal of Responses; Material Mistakes; Cancellation of Awards

- A. A response submitted to the County as part of a competitive solicitation may not be withdrawn unilaterally by the respondent. Correction or withdrawal of irregularities in responses before or after the public opening, or cancellation of the awards or contracts based on such irregularities, may be permitted where appropriate. Irregularities may be corrected at any time before such corrections would affect the procurement process.

Evaluations of Invitations to Bid

In an invitation to bid process, the County may consider, but is not limited to, the following factors in addition to price when determining whether the bidder is responsive and responsible:

- A. Ability, capacity, and skill of the bidder to perform the contract.
- B. Whether the vendor can perform the contract within the time specified, without delay, interference, or conflict with current workload.
- C. Quality of performance of previous contracts.
- D. Previous and existing compliance by the vendor with laws and regulations relating to the contract.
- E. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the product or service.
- F. Quality, availability and adaptability of the supplies or contractual services to the particular use required.
- G. Ability of the vendor to provide further maintenance and service for the use of the subject of the contract.
- H. Number and scope of conditions attached to the bid or quote.
- I. Qualifications of personnel, licensing and corporate qualifications.
- J. Evidence of disqualification or exclusion from public contracting and purchasing.
- K. Use of one or more sub-vendors/contractors with a record of poor performance.
- L. For the purpose of this section, the County may consider evidence from the ten-year period preceding the subject bid submittal date.
- M. In the event the lowest, responsive, responsible bid for a construction project exceeds the architectural or engineering cost estimates, the County Administrator or designee is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, in order to bring the bid within the amount of available funds. If the cost estimates exceed the County Administrator's threshold amount, results of negotiations will be contingent upon Board approval.

Notice of Intent to Award

- A. Once the County has determined the lowest, responsive, responsible bidder as provided for in [Types of Competitive Solicitations](#) above or once the selection committee has completed its evaluation in accordance with the same above, the Procurement Department shall prepare a notice of intent to award the competitive solicitation.
- B. The notice of intent to award shall be made available via the eProcurement portal.

Notice of Award and Contract Negotiations

After the challenge period in [Procurement Challenge/Protest](#) has expired, the procurement shall be awarded with reasonable promptness by the person(s) authorized to approve the purchase, as provided in [Table 1 – Process Thresholds](#) of this Policy Manual. Any notice of award shall be sent to the successful respondent and publicly posted on the County's e-Procurement System.

- A. All procurements will be formalized by entering into either a contract with the successful respondent as described below.
- B. Upon approval of the selection, County Administration will negotiate a contract with the top ranked vendor.
- C. Should County Administration be unable to negotiate a contract with the top ranked vendor within a reasonable time, upon approval by the County Administrator or designee, negotiations with the vendor shall be formally terminated by letter to the vendor. County Administration shall then undertake negotiations with the second ranked vendor, if any. This process shall continue with each vendor until a contract is successfully reached.
- D. If no agreement can be reached the Board of County Commissioners may reject all Proposals and may re-advertise for new Proposals.
- E. Once a satisfactory contract has been reached, the contract shall be presented for approval and execution by the appropriate authority as provided in [Table 1 – Process Thresholds](#). Upon execution by both parties and the County's receipt of bond requirements, proof of insurance, or any other such as may be required by the solicitation documents, the notice to proceed shall be issued.

19. Procurement Scoring Committee

- A. For purposes of reviewing responses to solicitations including professional services, a scoring committee shall review the responses and make recommendations to the Procurement Department and requesting Department Director as applicable. Not all solicitations will be scored by a scoring committee, most will only be reviewed. Only RFQs or RFPs (when applicable) will be officially scored.
- B. The Procurement Department will facilitate the meeting.
- C. Contract award evaluation criteria shall be specifically identified and listed in all formal solicitations for the procurement of equipment, supplies, and services.
- D. The Scoring Committee shall be comprised of County staff and non-County staff, as appropriate, including but not limited to the following members:
 - 1. Project Manager
 - 2. Grants Management if applicable
 - 3. Finance
 - 4. Technical Expert (if PM is not TE)
 - 5. Engineer/Architect of Record
 - 6. Others as Identified
- E. The Department and the Procurement Department will determine the total number of committee members at the onset of solicitation. The Scoring Committee shall meet as needed to review solicitation responses. If scoring is required, the Scoring Committee shall meet in an advertised public meeting for official submissions of scores.
- F. Non-CCNA Contract/purchase orders will be awarded to the lowest responsive and responsible bidder. In determining the lowest responsive and responsible bidder, the following factors will be considered in addition to the price bid; and any bid may be rejected for cause if not responsive to any of the following:
 - 1. The conformity of the bid offer to the specifications and bidding documents.
 - 2. The sufficiency of the financial resources and the ability, capacity, and skill of the bidder to perform the contract or provide the service required.
 - 3. The ability of the bidder to perform in accordance with the terms and conditions of the contract and provide the service promptly or within the time frame specified, without delay or interference.
 - 4. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 5. The previous and existing compliance of the bidder with laws and ordinances relating to the contract or service.

6. The quality of performance on previous contracts or orders.
 7. The quality, availability, and adaptability of supplies, or services to the particular operational needs of the requirement and/or using department.
 8. The ability of the bidder to provide parts, future maintenance and service for subject procurement.
- G. Professional Services will be evaluated as defined by Section 287.055 Fla. Stat., current version with the following stipulations:
1. At a minimum, three firms will be evaluated, if possible, and, if applicable, shortlisted.
 - The firms that qualify for the shortlist, based on evaluations, may be asked to discuss the RFQ and may be asked to present oral presentations with the scoring committee.
 2. After the completion of scoring, the Procurement Department shall forward the highest ranked respondent to the Requesting Department, County Attorney, and County Administrator to begin negotiations.
 3. Once the Requesting Department, County Attorney, and County Administrator (as necessary) has completed negotiations, the firm will be presented for an award to the Board.
 4. If an agreement cannot be reached, the Requesting Department, County Attorney, and County Administrator (as necessary) will begin negotiating with the second-ranked firm. This process will continue until an award can be recommended.
- H. Scoring Procedures. If scoring is required for any solicitation, the scoring committee shall meet in an advertised public meeting where the scoring shall take place as follows:
1. Each member of the scoring committee shall submit their scoresheet. Each scoresheet shall total the number of points awarded to the various bids/candidates. Each scorer shall also rank each bid/candidate where the bid/candidate with the highest score would be ranked 1, the second highest score would be 2, and so on.
 2. The bid/solicitation tabulation shall include the rank of each bid/candidate from each member of the scoring committee. The total ranks shall then be added together and the bid/candidate with the lowest rank score shall be deemed the winner of the solicitation.
 - If there is a tie in rank score between two or more bids or candidates, ties shall be broken in the following order:
 - a) The bid or candidate with the most number of first place ranks shall be the winner
 - b) The bid or candidate with the most number of first place or second place ranks shall be the winner
 - c) The candidate with the highest number of points shall be the winner
 3. This process shall apply to "Design – Build" solicitations, but shall not apply to Professional Services procured pursuant to Section 287.055 Fla. Stat. which shall be scored pursuant to paragraph (G) above.

20. Procurement Protests

Upon the posting of bid tabulation on the County's e-Procurement platform, any actual or prospective bidder or proposer who is aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the County Administrator.

- A. The protest must be submitted within three (3) business days after posting of the notice of intent to award on the County's e-Procurement platform. The protest must be in writing and must identify the protester and the solicitation and shall include a factual and legal summary of the basis of the protest. Such protest is considered filed when it is received by the County Administrator's office, 224 Pine Ave SW, 2nd Floor, Live Oak, FL 32064, with the protest bond in the appropriate amount. Any untimely filed protest shall be dismissed by the County Administrator.
- B. Any bidder who files an action protesting a bid solicitation, a bid rejection, or an award pursuant to this section shall post with the County Administrator's office at the time of filing, a protest bond payable to the Suwannee County Board of County Commissioners. This written request to convene a formal protest must be accompanied by a protest bond of an amount of equal to one percent of the value of the solicitation, but in no case less than five hundred dollars (\$500.00) nor greater than five thousand dollars (5,000.00). This bond shall be by a U.S Postal Service money order, certified cashiers or bank check payable to the Suwannee County Board of County Commissioners. Failure to post such bond shall result in the protest being dismissed by the County Administrator.
- C. If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the County prevails, the bond shall be forfeited to the County. The entire amount of the bond also shall be forfeited if the County Administrator determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the County or other parties.
- D. Stay of bid during protest. Notwithstanding anything contained herein to the contrary, in the event of a timely protest, the County Administrator shall stay the award of the contract, unless the County Administrator, with the advice of the County Attorney, and after consultation with the affected department, makes a determination that the award of the contract without delay is necessary to protect the interests of the County.
- E. The County Administrator shall have the authority to review and attempt to resolve the protest informally.
- F. Within 5 days of the receipt of the bid protest, the County Administrator shall issue a written declaration that the issue raised by the protest has been informally resolved or advising the protestor of his rights under this policy to a formal hearing.
- G. If the protest has not been informally resolved by the County Administrator and the protestor wishes to pursue the protest, the protestor shall request a formal protest hearing. The request must be received within 3 business days of the County Administrator's declaration pursuant to paragraph (F) above. Within 10 calendar days of receipt of the formal protest hearing request, the formal protest hearing shall be held. The formal protest hearing shall be convened before a protest committee comprised of the County Administrator, the County Attorney, and the affected department director.

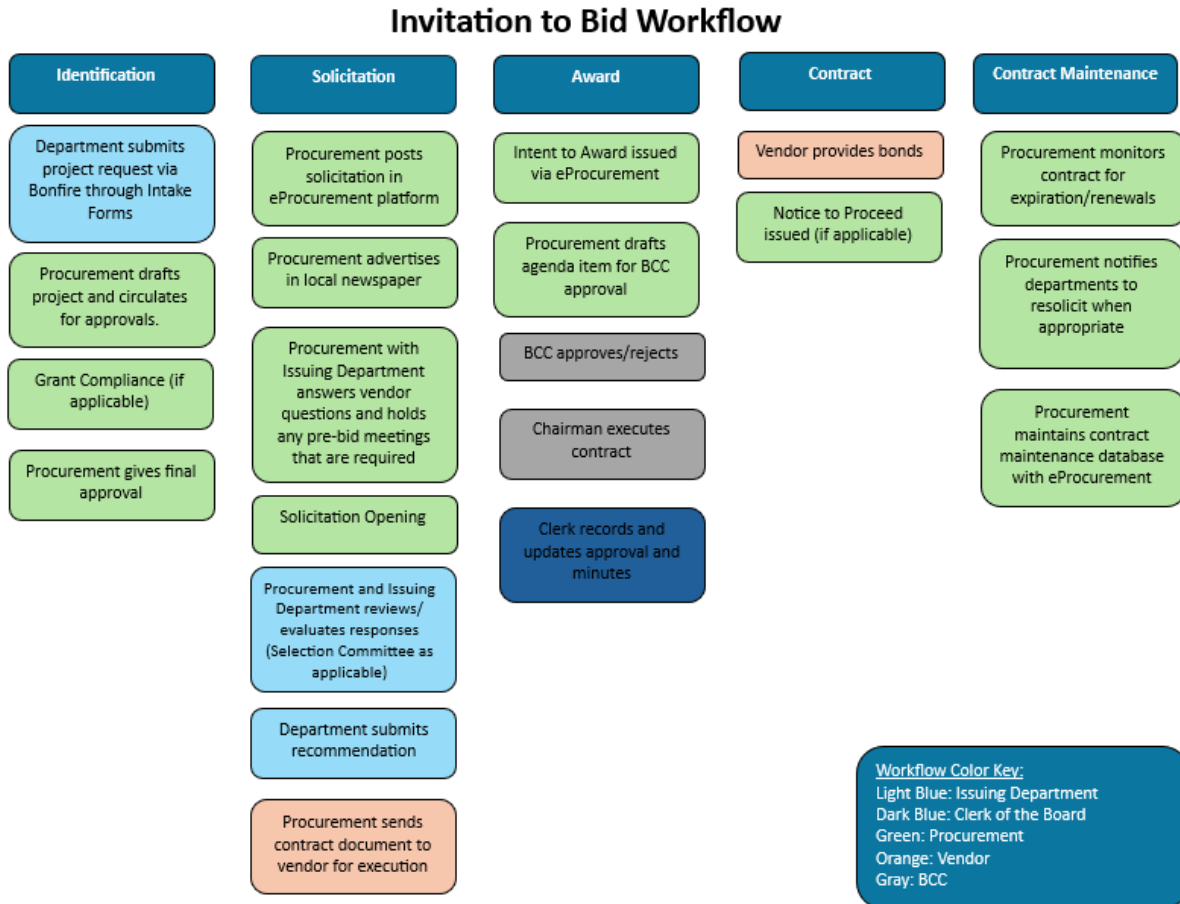
- H. At the formal protest hearing, the burden shall be on the protestor to prove the grounds of the protest by a preponderance of the evidence. The grounds for the protest shall be limited to those grounds stated in the originally filed bid protest. There shall be no formal rules of evidence at the bid protest hearing and it shall be the responsibility of the protest committee to ensure the protestor is afforded sufficient due process to present his or her case. At the hearing, the protestor shall submit evidence which may include sworn testimony, written or physical evidence, objects, statements, affidavits, and arguments which the protestor deems relevant to the issues raised. Any grounds not stated in the hearing shall be deemed to have been waived by the protestor. In the proceeding, the protestor or its representative may make an oral presentation of such evidence and arguments. At any time the committee members may also make whatever inquiries of the parties and their witnesses that may be pertinent to a determination of the protest.
- I. It shall be the burden of the bid protestor to make a stenographic record of the proceedings before the protest committee.
- J. At the conclusion of the evidence submitted by the protestor, the protest committee shall announce a decision and shall prepare a written decision and recommendation which shall be filed with the Board of County Commissioners within fourteen (14) calendar days after the hearing.
- K. After the filing, the protest committee's decision and recommendation shall then be presented for action at the next regularly scheduled meeting of the Board of County Commissioners. The Board of County Commissioners must accept the findings of the protest committee and direct the bid process to move forward unless the Board finds that the legal conclusions of the protest committee are incorrect or the protestor has not been afforded due process. It shall be the burden of the protestor to show sufficient grounds to reject the decision and recommendation of the protest committee. A decision by the Board of County Commissioners to reject the findings and recommendations of the protest committee must be done in writing and supported with factual and legal findings based upon the record presented to the Board of County Commissioners.
- L. The determination by the Board of County Commissioners shall be the final and conclusive decision by the County regarding a bid protest. Any appeal by a protestor shall be by certiorari to the Third Judicial Circuit Court in and for Suwannee County, Florida.
- M. Prohibition of lobbying. No bidder may engage in any effort, either directly or indirectly, to influence the actions of the Board of County Commissioners with respect to a pending award of a contract. Any bidder engaging in a protest to the Board as allowed under this section shall comply strictly with the requirements and restrictions of this section. The Board of County Commissioners may disqualify a bid, a proposal, or a protest in connection with a procurement matter where the County Commissioners or any representative of the Commission has been lobbied.

21. Identical (Tie) Responses

In cases of identical procurement responses, with respect to price, quality, and/or service the following criteria may be used for award consideration:

- A. Ability to deliver the product or perform the contract in a timely manner and consistent with county requirement.
- B. Experience and past performance.
- C. Acceptable warranty/guarantee of future maintenance and service.
- D. Possession of current licenses and certifications (when applicable).
- E. Compliance with the provisions of Drug-Free Workplace Act.
- F. In the case of foreign manufacturing companies, preference pursuant to Florida Statute § 287.092.

22. Invitation to Bid Workflow



23. Emergency Procurements

- A. An emergency procurement is a procurement necessitated by a sudden unexpected turn of events (e.g., including but not limited to acts of God, riots, fires, floods, hurricanes, accidents, terrorism, pandemics or any circumstances or cause beyond the control of the agency in the normal conduct of its business) where the delay incident to competitive solicitation would be detrimental to the interest of the County or to the health, safety, and welfare of the county and/or its citizens. It may also be a condition that stops or seriously impairs the necessary function of County government.
- B. Following all purchases under this emergency procurement section, the Notice of Emergency Purchase shall be prepared by the department who initiated the procurement. The form must include complete documentation clearly stating justification for exception from normal purchasing procedures, an itemization of all individual transactions relating to the emergency procurement, and itemization of any additional work hours above and beyond the affected employees' usual work schedule, and documentation of communication with other governmental entities that have taken place.
- C. In the case of emergencies that require the immediate purchase of commodities, equipment or services, the Board Chairman or designee, shall be empowered to secure such commodities, equipment or services without competitive bidding. In this event, all measures as are reasonably possible under the circumstances shall be taken to assure the maximum cost benefit to the County of the commodities, equipment or services procured.
- D. In addition, during non-business hours, a department director or designee, is authorized to make purchases without competitive bids under their purchasing authority, when an emergency arises, and such immediate purchases are necessary to protect the health, safety, welfare, or property of the County or any of its citizens or to continue operations of the department.
- E. Documentation for emergency purchases pertaining to the above must be submitted to the Chairman or his/her designee with a detailed explanation, and support materials attached if applicable, within three working days after the event occurred. Chairman can waive competitive solicitations during emergencies up to \$125,000.00 and may authorize purchased and/or contracted services exceeding \$125,000.00 that have been competitively solicited. All actions taken following such parameters must be reported to the Board at the next regularly scheduled Board meeting.
- F. Upon declaration of a state of emergency by the State of Florida or by Suwannee County commodities, equipment, and services including food and beverages can be purchased in preparation for the natural disaster.

24. Sole Source Procurements

- A. A sole source is when the commodity or service can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole source purchase, if there is more than one potential vendor/contractor for that item. Use of brand names and model numbers does not constitute a sole source.
- B. A contract may be awarded, except as otherwise provided under state law, for a supply, service, material, equipment, or construction item(s) without competition when the County Administrator or designee, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service, equipment, or construction item(s).

Such awards will be made within the authorized procurement limits identified in [Table 1 – Process Thresholds](#) of this Policy Manual. When a purchase exceeds the threshold amount for staff approval, the item will be placed on the agenda for Board approval.

25. Single Source Procurements

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

Purchases of goods and/or services from a single source may be exempted from the competitive solicitation requirements upon confirmation that: (1) the use is justified based on costs or interchangeability factors; (2) the use is recommended by the project architect, engineer, or affected department director; and (3) the rationale for single source is approved by the County Administrator. Such awards will be made within the authorized limits identified in [Table 1 – Process Thresholds](#) of this Policy Manual.

- A. When a purchase exceeds the threshold amount for staff approval, the item will be placed on the agenda for Board approval.

26. Piggyback (Co-Op) Procurements

General Cooperative (Piggybacking) Procurement Requirements

- A. The Procurement Department shall have the authority to purchase from and join with other units of governments in cooperative purchasing ventures when the best interest of the County would be served thereby. It is standard policy of the County to cooperate with other government agencies in the purchase of commodities, equipment and services required by the County.
- B. The most common forms of cooperative procurement include, but are not limited to, purchasing from contracts issued by the State of Florida, Federal General Services Administration, U.S. Communities, National Joint Powers Alliance, and other government pricing for specific commodities, equipment and services.
- C. When any other government agency had competitively procured and awarded any contract for any commodities or service, the County may purchase that commodity or service from the awarded vendor at the awarded price if the original bid specifications and award allow it. Where the public purchasing unit administering a cooperative purchase complies with the requirements of this Policy Manual, the County when participating in such a purchase, shall be deemed to have complied with the provisions of this article. Such purchases shall be made without additional county competitive solicitation provided that the funding has been appropriated and the purchase has been authorized by a person with signatory authority as provided in [Table 1 – Process Thresholds](#).
- D. The County may bid and award the purchase of any commodities, equipment, or services with the stipulation that any other government agency may also purchase the awarded product or service at the same awarded price.

Cooperative Procurements - Documentation Requirements

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

- A. Florida Contracts. The Procurement Department is authorized to purchase commodities, equipment or services for any dollar amount from authorized vendors listed on the respective state contracts (state term continuing supply contracts, SNAPS agreements (state negotiated agreement price schedules), the Florida Sheriff's Association statewide purchasing contract, or other such contracts authorized by statute for use by local governments) of the Florida Department of Management Services, other state agencies and groups. For all cooperative procurements from state contracts, the current state contract number is required. A copy of the contract including any amendments is required.

- B. Federal GSA contracts. The Procurement Department is authorized to purchase commodities, equipment, and services for any dollar amount from authorized vendors listed on the eligible federal supply schedules (such as GSA schedule 84 for Emergency Preparedness and First Responder Equipment, Training and Services, GSA schedule 70 for Information Technology) issued by the Federal General Services Administration.
1. For all cooperative procurements of federal GSA contracts, a copy of the GSA contract showing the contract name, number and contract term is required along with any amendments. The ordering information pages and the pages with the pricing are also required.
- C. Contracts with other government entities. The Procurement Department shall have the authority to join with other units of government in cooperative purchasing ventures when the best interest of the county would be served thereby, and the same is in accordance with county and state law. The Procurement Department shall appropriately document such cooperative procurement arrangements. All cooperative procurements conducted under this section shall be through contracts awarded through full and open competition, including use of source selection methods equivalent to those required by this Policy Manual. Each selection method shall clearly state the intention to include participation by other units of government as a requirement for use in cooperative procurement. For all cooperative procurements from other government entities, the required documentation includes:
1. A complete copy of the original procurement.
 2. A copy of award letter/memo/agenda item with minutes by the government entity to the vendor to document award.
 3. A complete copy of the vendor's proposal; and
 4. A complete copy of the current contract with the vendor and any amendments thereto. If federal funds are used, the County may exercise the option to utilize other government contracts provided that:
 - a. The original contract was procured in compliance with 2 C.F.R 200.318-327.
 - b. An assignability clause is included in the originating government's contract, the terms and conditions are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.
 - c. The option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous.
 - d. The original contract contained an assignability clause and that the terms and conditions of that contract meet all requirements as required in grant award(s) (if grant funded)

- e. The original contract contains appropriate assignability provisions that permit the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions.
- f. The contract price is fair and reasonable.
- g. The contract provisions are adequate for compliance with all Federal requirements.
- h. The scope of work to be performed falls within the scope of work under the original contract and there are no cardinal changes to the contract, the scope of the assigned contract originally procured by the assigning party does not exceed the amount of property and services required to meet the assigning party's original, reasonably expected needs. The regulation at 44 C.F.R. § 13.36 requires the grantee or subgrantee to have procurement procedures that preclude it from acquiring property or services it does not need. Therefore, a contract would have an improper original scope if the original party added excess capacity in the original procurement primarily to permit assignment of those contract rights to another entity. Moreover, an assignable contract with an overbroad scope of work may lead to unreasonable pricing and thus should not be used. For example, a statewide debris removal contract that does not have pricing that accounts for variables in the actual scope of work required by a local government subgrantee or the specific conditions of that local market may lead to unreasonable pricing.
- i. The quantities the assigning party acquired, coupled with the quantities the acquiring grantee or subgrantee seeks, do not exceed the amounts available under the assigning entity's contract.

27. Recognition and Hospitality

The expenditure of public funds in compliance with the requirements of this policy are declared to serve a proper and valid public purpose, and the requirements set forth herein, provide controls to guard against abuse and assure accountability to the taxpayers and the public.

The County Administrator shall be authorized to approve the expenditure of public funds for the purposes below.

Employee Expenses

- A. Expenditure of county funds for the purchase of small appliances (e.g., refrigerators, microwaves, etc.) in breakrooms and lunchrooms for the common use of county employees. County funds cannot be used for the purchase of small appliances for personal use.
- B. Expenditure of county funds for building decor in common areas which are open and accessible to the public. Decor could be defined as, but not limited to, pictures, plants, or small furnishings.

Employee Recognition Functions

- A. Expenditure of county funds for employee awards, employee awards ceremonies and functions, and other events relating to the recognition of county employees, including, but not limited to, food and other refreshments for such functions.
- B. Expenditure of county funds for meals consumed by employees at the employees' regular place of business when such employees are directed by a supervisor to continue a meeting or other business activity through a scheduled meal time without break.
- C. Expenditure of county funds for food and refreshments consumed by members of the public in or on the grounds of county-owned or county-controlled facilities or property during an open house or similar event, including, but not limited to, meetings of regional or inter-governmental government agencies or organizations when held at a county facility, where furnishing of such food and refreshment is a customary role of the host agency.
- D. Expenditure of county funds for holiday decorations when such decorations are placed in publicly accessible areas of county buildings or areas of other county property visible to the public.

28. Direct (Non-PO) Payments

The following types of payments are exempt from the competitive solicitation requirements of this Policy Manual but must be approved in accordance with the authorized individual as set forth in [Table 1 – Process Thresholds](#).

- A. Postage/Shipping;
- B. Books, subscriptions, publications and legal advertisements;
- C. Memberships and associated fees;
- D. Medical and dental services;
- E. Legal, accounting and financial advisory services;
- F. Travel (Hotel, Registration, Employee);
- G. Training (Tuition, Lab Fees, Books, Required Course Material for Approved Schooling);
- H. Copyrighted and Patented materials;
- I. Permits;
- J. Utilities (Electric, Water & Sewer, Phone, Garbage, Internet, Cable Television, Electrical Utilities Services (see definition for more information), etc.);
- K. Court Orders, expert witnesses and court interpreters;
- L. Notary Services;
- M. Risk Management Claim Settlements;
- N. Refunds (Deposits and Overpayments);
- O. Employee Reimbursements;
- P. Recording Fees;
- Q. Reimbursement of Developer Agreements for infrastructure;
- R. Real Property, Title insurance and Title searches;
- S. Value Adjustment Board Fees;
- T. Lectures/training by Individuals;
- U. Insurance payments for coverage for property, liability, special risk insurance, etc;
- V. Court Reporting Services;
- W. Vehicle Registration;
- X. Electronic Payments to the State of Florida and the IRS;
- Y. Florida Department of Law Enforcement Payments (FDLE);
- Z. Software modification services by the copyright holder, maintenance agreements, and related software enhancements to installed software purchased through competitive means.
- AA. Payments for employee onboarding services.
- BB. Payment of invoices on behalf of the State Attorney’s Office, Public Defender, and Court Administration-IT.
- CC. SHIP Rehabilitation Vendor/contractors, so long as the Vendor/contractor:
 - 1. Submits a complete SHIP Rehabilitation Vendor/contractor Application;
 - 2. Submits an executed Certification of Compliance with City, County, State and Federal Laws and Regulations;

3. Submits all documentation as required by the County and SHIP;
4. Complies with the Suwannee County Vendor/contractor Handbook SHIP Housing Rehabilitation Programs; and Receives approval by the County.

29. Owner Direct Purchases

Pursuant to Florida Statutes, Section 212.08(06), and Florida Administrative Code, 12A-1.094, Suwannee County is exempt from Florida Sales Tax for purchase of construction materials, supplies and/or equipment incorporated into a construction project. Under this program, only the Florida Sales Tax rate shall apply. All owner direct purchases for supplies and materials for use in County construction projects shall be made in accordance with Owner Direct Purchase Policy Manual.

30. Unauthorized Procurements

Ultra Vires Procurements

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

Failure to follow standard procurement policies will require the using department to request a purchasing policy exception from the County Administrator before payment for services. Purchasing Policy exceptions must be reported to the Board.

Any County employee who engages in unauthorized purchasing shall be subject to discipline.

Subdividing Procurements

Purchases, orders, or contracts that are subdivided to circumvent the requirements of this Policy Manual or threshold authority as set forth in [Table 1 – Process Thresholds](#) shall be considered unauthorized purchases and are prohibited.

31. Disadvantaged, Minority, Women, Small Business

General

- A. The purpose of the Minority, Women, and Small Business Enterprise (WMBE) program and Disadvantaged Business Enterprise (DBE) is to provide guidance in the outreach of WMBEs & DBEs to ensure awareness and opportunities of doing business with Suwannee County. The minority, women, and small business enterprise program shall only apply to those projects, services, or commodities funded by a federal or state grant/contract/agreement having WMBE and/or DBE requirements.
- B. The Procurement Department will ensure compliance with this purpose by ensuring its requirements are included in competitive solicitations as it applies to both primary and sub-vendor/contractors.
- C. The County will accept certification of WMBE status from the State of Florida, Office of Supplier and Diversity as well as the Florida Department of Transportation (FDOT), DBE program in lieu of creating its own certification program.

W/MBE & DBE Requirements

- A. The County will utilize the State of Florida and/or, when appropriate, FDOT directories to notify certified WMBE and/or DBE firms of procurement opportunities in Suwannee County. The efforts of such outreach must be maintained in the original procurement solicitation file.
- B. When deemed appropriate by the County, a primary vendor/contractor that intends to use subcontractors shall also use the State of Florida, and/or, when appropriate, FDOT directories of WMBE and/or DBE to solicit WMBEs and/or DBEs for subcontracting opportunities under a primary contract.

32. Public Records and Meetings

Public Records

The County is governed by the state public records laws provided in Florida Statutes Chapter 119. Pursuant to current state law, responses to competitive solicitations received by the County may be exempt until such time as the County provides notice of an intended decision or until thirty (30) days after opening, whichever occurs first. Certain proprietary and financial information from vendors may also be confidential or otherwise exempt from public disclosure.

- A. Official records and documents shall be retained per the requirements set forth in the Florida Statutes, General Schedules, and other retention-related directives regarding records retention.

Public Meetings

- A. The County is governed by the state public meeting laws as provided in Florida Statutes section 286.011. Any meetings of a board or committee where presentations, rankings, short listings, or other award recommendations or decisions are to be made shall be held at a duly noticed public meeting, unless otherwise exempt from Florida Statutes section 286.011.
- B. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from Florida Statutes section 286.011.
- C. Any portion of a negotiation team meeting at which negotiation strategies are discussed is exempt from Florida Statutes section 286.011.
- D. A complete recording shall be made of any meeting, or portion thereof, that is exempt from state public meeting laws. The recording of, and any records presented at, the exempt meeting are exempt from Florida Statutes section 119.07(1), until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs first.

33. Tangible Assets

The procurement of items of \$5000.00 or greater shall be considered a tangible asset. All tangible assets shall have a property card and identification number assigned to the item. A Report of Acquisition or Disposition of Property Form shall be filled out in its entirety, with a copy of the purchase invoice and PO (if applicable) attached. The forms will be forwarded to Administration for the issuance of an identification number. Forms will be digitally returned to the department as well as sent to the Finance Department. The Finance Department holds the official record of Suwannee County. County Departments are encouraged to keep a detailed list of inventory within their department as well.

Surplus property procedure:

All property (with a property ID number) subject to being surplus requires prior authorization from the Board of County Commissioners. Following an affirmative vote by the Board, the property identification number and a description of the item shall be forwarded to the Administrative Office. Disposal of subject property shall be coordinated thorough the County Administrator.

Part 3 Contracts

34. Use of: Contracts & Purchase Orders

All procurements will require a contract and/or purchase order with the vendor/contractor. The following provides guidance as to when each method shall be utilized:

- A. **Purchase order.** A purchase order is issued for any requisitioned items, either separately or in conjunction with a contract. A purchase order is used to authorize a vendor to proceed with the purchase of goods, services and/or construction as specified, and obligated the county for payment. The purchase order is used in support of other contracts or by itself to establish legal financial obligations. A purchase order may result from any type of procurement. A purchase order shall be issued upon receipt of an acceptable, authorized requisition, after having justification, proper procurement as per the thresholds set forth in Table 1 and after confirming the availability of funding. A purchase order is issued only after a requisition has been completed and approved. The purchase order must be written so that all pertinent information is clear, concise and complete therefore preventing any unnecessary misunderstandings with the vendor.
- B. **Contract**(written contract). A written contract, as described below, is used when engaging in construction, purchasing of goods and/or services where a purchase order is not adequate to describe all the terms and conditions, and is required to be executed by both parties. A purchase order, as described above, may be used as backup to a contract and processed as encumbrance of funds. The County Attorney, County Administrator, and/or Board must approve the written contract where applicable per this Purchasing Policy Manual. A contract refers to a written document, between the vendor/contractor and Suwannee County. This document establishes the legal working relationship between the two parties. It specifies everything that is to be provided: what, when, where, how much, how many, what size, what color, how delivered, where delivered, etc. It specifies how and when payments of goods and services are to be made, maintenance terms, guaranties, etc. The contract establishes in advance the ground rules of the terms and conditions.
- C. **Change order** or contract amendment. A change order or contract amendment is processed whenever a change to the original contract is necessary. Change orders or contract amendments are completed for modifications to scope, descriptions, unit cost, quantities, completion times etc. Change orders and contract amendments must be executed by the vendor/contractor and the authorized individual pursuant to the [Table 1 – Process Thresholds](#) who approved and executed the original purchase order or contract, unless the change order or contract amendment increases the total dollar amount to such a level that in accordance with [Table 1 – Process Thresholds](#), it shifts to another authorized individual/entity (the approval authority). In such instances the change order or contract amendment may be approved and executed by the new authorized individual/entity pursuant to [Table 1 – Process Thresholds](#). Change orders will not be processed if there is not sufficient budget to cover the change. Change orders and contract amendments shall not be used to avoid any standard purchasing procedure for

procurement by the competitive procedures. The change order and contract amendment must be clearly and concisely defined with justification provided as to why the change is being requested. In the event of a change order with a grant funded project, changes order may require compliance review from funding source.

D. **Task orders.** A task order is processed whenever new work to be assigned under a previously approved, existing contract; many times, these involve consultant and engineering contracts. All task orders require a written request which has been reviewed and signed signifying approval by the issuing department's director and the vendor/contractor. Approval shall be pursuant to the threshold level for authorization and requires contract coordination where any terms and conditions differ from those set forth in the original contract. All task orders must contain a clearly defined and detailed scope of work, and must not exceed the terms and conditions of the approved contract, unless otherwise approved by the Board. Task order approvals must follow the threshold guidelines.

1. Failure to complete Task Orders in accordance with the approved schedule may be documented and may impact future task assignments.
2. The Firm shall submit the initial response to a request for a Scope & Schedule within fifteen (15) business days. Failure to submit the documentation shall cause the request for Scope & Schedule to be withdrawn from that Firm and the Task Order will be assigned to another firm on continuing contract with the County.

All contracts shall be in a form approved by the County Attorney's office.

35. Contracts

- A. A sample of the Contract(s) may be initially drafted prior to advertisement of the procurement and attached as part of the procurement packet.
- B. It is the responsibility of the issuing Departments to submit the following information to the Procurement Department:
 - 1. The scope (including, but not limited to, technical details, and projected compensation amounts);
 - 2. The proposed term of the contract; and
 - 3. If any, the proposed renewal term of the contract.
- C. Once procurement has been awarded, any necessary changes to the proposed contract shall be made by County Administration during the contract negotiation process.
- D. The Clerk to the Board shall establish a central repository of all county contracts, leases, and non-grant agreements.
- E. It shall be the responsibility of the individual departments to assign a department monitor for each of the department's contracts and serve as point-of-contact throughout the term of the contract. Administration of the contract rests with the issuing Department.

CONTINUING CONTRACTS

All continuing contracts shall clearly set forth a defined term and such term may not exceed five (5) years plus a ninety (90) day extension period if allowed by contract to allow for completion of services or re-bid process. Contract terms exceeding the aforementioned term require Board approval. Contracts utilizing Federal funding shall not exceed five (5) years. All continuing contracts shall clearly set forth a total maximum contract value. Such maximum value may be exceeded to allow for completion of a project or re-bid process if approved through an amendment process.

36. Duties & Responsibilities of Contract

Procurement Department Responsibilities

- A. Assist county issuing departments in the administration and maintenance of agreements.
- B. Coordinate contract/lease agreement through the departmental review process and actively pursue timely corrections as required.
- C. Generate, as necessary, correspondence and inquiries required to maintain the integrity of the procurement process. Issuing department monitors will be initial points of contact.
- D. Review repository lease and agreement insurance certificates to ensure valid policy effective dates. If expired, request in writing, a department monitor to contact vendor/contractor/lessee to obtain a current compliant Certificate of Insurance from the vendor/contractor or lessee.
- E. Close out agreement in database upon notification of approved final payment.
- F. Participate, as required, in audits and the resolution of issues raised in those audits.
- G. Maintain close liaison with the Clerk's Records Office to ensure the integrity of the original files and the repository.
- H. Responsible for receiving from contractor recorded Performance/Payments Bonds and Notice of Commencement with the Clerk of Court and maintaining evidence thereof in contract file.
- I. Attend Pre-bid conference.

Issuing Department Responsibilities

- A. Ensure agreements, amendments and change orders are properly authorized by the Board or County Administrator using the appropriate authorizing thresholds and processes.
- B. Assign a department monitor for each department-initiated agreement to serve as point-of-contact throughout the term of the agreement.
- C. Administration of the agreement rests with the issuing County Department.
- D. Serve as liaison with the vendor/contractor or lessee or subrecipient.
- E. Point of contact for all agreement questions, concerns and initial correspondence.
- F. Ensure appropriate administrative controls and monitoring procedures are in place to oversee agreement compliance. Periodic inspections shall be conducted as an integral part of the monitoring procedures.
- G. Attend meetings as applicable with vendor/contractor or lessee, such as pre-construction conference, progress meetings, job conferences and other related agreement meetings.
- H. Review progress schedule. Conduct on-site observations of the work/service.

- I. Maintain a log, as applicable, up to and/or including recording vendor/contractor hours on the job site, weather conditions, data relative to questions of work directive changes and change orders.
- J. Monitor vendor/contractor completion of work in accordance with the agreement for the price found in the bid prior to certifying invoices for payment.
- K. Review vendor/contractor change orders and, if allowable, forward to Department Director for approval and submission to the Board approval pursuant to the approval authority contained in this Policy Manual.
- L. Notify Procurement Department of agreement completion upon final payment.
- M. Ensure vendor/contractor provides service/work regarding contract or lease performance, operational requirements and monitoring as applicable.
- N. Ensure project is conducted in accordance with the approved agreement.
- O. Provide, as required, supporting agreement documentation to Procurement Department for inclusion into the repository file and Clerk's Records.

County Attorney Responsibilities

- A. Review all contracts, leases, and agreements for legal sufficiency and to assure that the County is in compliance with Federal, State, and local rules and regulations.
- B. Participate in contract negotiations when requested.
- C. Provide legal opinions regarding the clarification and/or ramifications of certain contractual situations.
- D. Ensure compliance with bid protest procedures.

37. Vendor Performance Evaluations

Information provided by the departments is a useful tool for Procurement to monitor and effectively determine if a vendor should be allowed to continue to participate in future solicitations with the County.

A Performance Evaluation may be performed by the County upon completion of a project.

Past evaluations will become part of current solicitations so that the departments can determine if past performance should be considered, eliminating the vendors whose performance is consistently nonresponsive.

Failure to complete Task Orders in accordance with the approved schedule may be documented and may impact future task assignments causing the firm to not be considered for their next Task Order in the rotation and may impact future task assignments.

Part 4 - Bonds & Insurance

38. Bid Bonds

Each bid on a public construction project to exceed \$120,000 in cost must be accompanied by a bid bond payable to Suwannee County for five percent (5%) of the total amount of the bid. The bid bond may be in the form of a certified or cashier's check payable to Suwannee County or a bond issued by a surety qualified to do business in the State of Florida having a rating of no less than A- by A.M. Best & Company.

- A. All bidders are required to submit a bid bond (when deemed by the County Administrator, Procurement Department, or designee to be in the best interest of the County) in the amount of 5% of their total bid and may be in the form of a certified or cashier's check payable to Suwannee County or a bond issued by a surety qualified to do business in the State of Florida having a rating of no less than A- by A.M. Best & Company.
- B. The bid bond shall be attached to the electronic bid submittal or to the original in the paper submissions.
- C. Unsuccessful bidders shall be entitled to full return of their bid bond.
- D. If the low responsive bidder has not entered into the contract required by County within thirty (30) days after written notice of award of contract and furnished to County the required public construction bond along with proof of insurance as required in the bid documents, then, and in such event, the amount of the bid bond of the lowest responsive bidder shall be forfeited to County and thereupon, County at its option, may proceed to enter into a contract with the second lowest responsive bidder.
- E. The release of any bid bond shall be determined by the County Administrator and the County Attorney.

39. Payment & Performance Bonds

- A. When a construction project is less than Two Hundred Thousand dollars (\$200,000), the County may require a payment and performance bond.
- B. When a construction project is Two Hundred Thousand dollars (\$200,000) or more, a payment and performance bond shall be required. The conditions of the payment and performance bonds shall be set forth in the County's standard contract.
- C. All bonds shall be written by a surety with no less than an "A" rating by a national rating agency. All sureties must be on the U.S. Department of Treasury's Listing of Approved Sureties (Department Circular 570) and bonds must be within the Treasury's underwriting limitation.
- D. All bonds must be submitted to the Suwannee County Clerk of Circuit Court and recorded in official records and then the recorded bonds must be submitted to the Clerk of the Board, located in the Suwannee County Clerk of Circuit Court.

40. Insurance Requirements

- A. All public construction projects shall require the contractor to secure all insurance requirements specified in the bid documents and specifically name the county as “additionally insured” on the certificate(s).
- B. Insurance requirements may vary depending on the scope of work; however, they shall not be less than \$1,000,000 bodily injury/property damage per occurrence for comprehensive general liability and \$2,000,000 general aggregate including products and completed operations.
- C. Worker’s compensation as prescribed by Florida Statute.

41. Grant Funding

Expenditures other than general or enterprise fund tax dollars may require special processing because of specific legal terms and conditions placed by the funding agency. Grants often have certain purchasing requirements that are different or additional to the County's Purchasing Policy Manual and require special purchasing procedures.

Unless otherwise specified in the grant, all grant purchases shall follow the County's Purchasing Policy Manual.

Purchases utilizing federal funds must comply with all applicable federal rules or requirements.

Part 5 - Federal & State Funded Procurements

42. Federal & State Funded Procurements

GENERAL

When property or services are procured using funds derived from a Federal grant(s) or agreement(s) (whether direct to the County or “pass-through” from another entity such as the State), the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Sections 200.213 (current edition) and 200.318 (current edition) through 200.327 (current edition) along with Florida Statutes (current editions).

The County shall use the same procurement policies as otherwise contained in this Procurement Policy Manual to the extent that they do not conflict with Federal and State procurement requirements for grant funded procurements. In the event of a conflict in procurement requirements, Suwannee County will follow the most stringent procurement requirements based upon Federal, State, and Local guidance.

It is the responsibility of the requesting Department to notify the Procurement Department and County Administrator when Federal or State funds will be used on any particular project, a project change order, and of any special conditions that are imposed upon the County through such funding sources.