

**CLAY COUNTY
FLORIDA
BOARD OF COUNTY COMMISSIONERS
PURCHASING POLICIES**

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CHAPTER 1: PURPOSE

The county budget is the fundamental policy statement and primary control of the Board of County Commissioners. The legal authority to expend county funds for the purchase of goods, services and commodities is directly related to and articulated by this foundation document. Florida Statutes state, in part:

“The budget shall control the levy of taxes and the expenditure of money for all county purposes during the ensuing fiscal year.” (Chapter 129.01 (1) – “Budget system established”).

“Upon final adoption of the budgets as provided in this chapter, **the budgets so adopted shall regulate the expenditures of the county** and each special district included within the county budget, and the itemized estimates of expenditures shall have the effect of fixed appropriations and shall not be amended, altered or exceeded except as provided in this chapter.” (Chapter 129.06 – “Execution and amendment of budget”).

When Chapter 129 provides that adoption of the budget will have the effect of “fixed appropriations” on the itemized estimates of expenditures (what are referred to as “budget line items” in the normal course of business in Clay County), it is stating that adoption of the budget is, in and of itself, the legal authority to expend funds – with or without further review and approval of the Board of County Commissioners. It is the policy position of this Board that this statutory guidance alone is insufficient to fully safeguard the resources entrusted to this government by the taxpayers of Clay County.

The budget is a dynamic document and changes to it are subject to the provisions of chapter 129. That same chapter provides that it shall: “...be prepared, summarized and approved by the board of county commissioners of each county.” It also provides that: “Notwithstanding other provisions of the law, the budgets of all county officers, as submitted to the board of county commissioners, **shall be in sufficient detail and contain such information as the board of county commissioners may require in furtherance of their powers and responsibilities provided in ss. 125.01(1)(q) and (r) and 129.01(2)(b).**”

The phrase, “sufficient detail and contain such information as the board of county commissioners may require...”, in and of itself may not cause sufficient detail to be included in the budget document to allow the Board to fully execute their statutory oversight duties as the budget is executed. Even the most detailed budget cannot be constructed in a manner that allows the government to flexibly respond to emerging opportunities or unforeseen disasters. Additionally, it is necessary to allow the Chief Executive to possess some level of purchasing autonomy and flexibility so that he or she may effectively manage the county’s daily operations. Therefore, the purpose of this purchasing policy is to provide guidance and procedures for execution of the Clay County Budget in conformity with Florida Statutes Chapter 129. It is hereby established to provide a system of internal controls that: 1) Strengthens the Board’s oversight of expenditure of public funds, including but not limited to the Board’s statutory duty to establish the public purpose and legality of all expenditures; 2) Reasonably assure that purchases of goods, services and commodities are accomplished efficiently, economically and timely; 3) Provide a formal process for purchases from initial purchase request through payment of an invoice; and, 4) Define and establish the legal level of budgetary control.

This document is effective upon formal adoption by the Board of Clay County Commissioners and shall supersede and take precedence over all other existing policies and prior procedures.

CHAPTER 2: RESPONSIBILITY

Final responsibility for carrying out the provisions of the policy contained herein rests with the Board of Clay County Commissioners collectively.

This policy shall be applicable to all employees directly under the Board of County Commissioners.

The County Manager shall be responsible for strict enforcement of these policies and procedures within the operating departments under his charge. In its ruling in the case of *Alachua County v. A. Curtis Powers* (Alachua v. Powers 1977), Clerk of the Circuit Court of Alachua County, Florida, the Supreme Court of the State of Florida affirms what Article VIII, Section 1 (d) clearly states: *“When not otherwise provided by county charter or special law approved by vote of the electors, the clerk of the circuit court shall be the ex-officio clerk of the board of county commissioners, auditor, recorder and custodian of all county funds.”* In Clay County, Section 2.3A.(1)(f) of the Clay County Home Rule Charter states that the County Manager shall also serve as the ex-officio clerk of the Board of County Commissioners, auditor and custodian of all funds within the meaning of Article VIII, Section 1 (d) of the Constitution of the State of Florida.

The court’s ruling in *Alachua v. Powers* states that the clerk of the board is responsible for pre-auditing the accounts of the board to determine the legality of all expenditures. The court defines the phrase “legality of all expenditures” to include: 1) That funds are spent for a public purpose; 2) That funds are spent in conformity with county purchasing policies or statutory bidding procedures; and 3) That expenditures do not overspend any account or fund of the budget as finally adopted by the board. However, the court also clearly states that the “pre-audit” function is a shared responsibility between the board of county commissioners and its clerk (County Manager). Acting in this capacity, the County Manager shall initially determine the legality of all expenditures in conformity with this policy manual and Florida Statutes and shall further determine whether a public purpose exists for those expenditures. He or she shall promptly report to the Board, via Finance committee, any expenditure that is illegal due to nonconformity with this policy manual and Florida Statutes and/or for which no public purpose can be determined.

The County Attorney, Commission Auditor, Directors, Division/Department Heads and Purchasing Agents shall thoroughly familiarize themselves with the requirements of this manual and comply with the requirements and procedures contained herein at all times while conducting or supervising purchases. The purchases of the County Attorney and Commission Auditor shall conform to their respective offices' appropriated budgets, and as the same may be amended throughout the fiscal year, and shall be supervised by the County Manager as Comptroller.

The County Manager shall, within 30 days after adoption of this document by the Board, cause to be spread upon the minutes of a regular meeting of the Board of County Commissioners, a list of those employees to whom he has delegated purchasing duties under this policy and shall update that list whenever changes are made thereto. That list shall describe the duties so delegated to each employee. All designees shall be held strictly accountable for adherence to these policies in accordance with the provisions contained herein.

The Board of County Commissioners reserves exclusively unto itself the power and authority to waive the policies contained herein. This authority shall not be delegated. Any and all waivers of this policy must be requested of and approved by the Board via Finance committee. The County Manager shall make such requests in the form of a written report explaining the facts, circumstances and reasons why such waiver is necessary.

CHAPTER 3: ETHICS

All County Personnel are bound by the Code of Ethics delineated in the Personnel Policies Manual page ii. Personnel who are assigned responsibilities under this policy should also review the General Policies contained in that document, with particular attention to sections 1.03 (“Other Employment”), 1.05 (“Conflict of Interest”), 1.06 (“Disclosure of Information”), and 1.08 (“No Solicitation/No Distribution”). Further, the Board of County Commissioners requires strict adherence to the provisions of Chapter 112, Part III, Florida Statutes entitled, “Code of Ethics for Public Officers and Employees.”

In addition to the policies and statutory guidance above, all county purchasing agents are forbidden from knowingly accepting any gift, gratuity, service or favor of any value from any vendor or potential vendor at any time. This includes incidentals of nominal value such as lunch, dinner, social activity, and promotional items. Employees shall at all times exercise reasonable judgment and discretion so as to avoid the appearance of impropriety and discredit to the county. Employees who violate this section shall, at the discretion of the County Manager, be subject to the graduated disciplinary process as described in the Personnel Policies Manual, including termination of employment.

The Board of County Commissioners is committed to open and fair competition for the county’s business. The primary objective of the procurement system shall be receiving the best value goods and services in exchange for the taxpayer’s money. It is the policy of this board that all exchange transactions shall be conducted at arm’s length and within plain sight of the public. Integrity is paramount and must be demonstrated to the public every day and in every transaction. Favoritism in the purchasing process will not be tolerated. Employees who engage in such activity, or who have knowledge of others who are so engaged and fail to report such violations, shall be subject to the graduated disciplinary process as described in the Personnel Policies Manual, up to and including termination of employment.

CHAPTER 4: LEGAL LEVEL OF BUDGETARY CONTROL

The purpose of this section is to clearly establish when, and under which circumstances, funds may be transferred between and among budgetary accounts. In doing so, the intent of the Board is to limit the circumstances under which funds may be transferred without the Board's prior approval and limit the risk that funds may be transferred to enable purchases for which there is no, or questionable, public purpose and which may be inappropriate and/or illegal. A secondary, but just as important purpose in limiting transfers is to create an early warning mechanism for the Board to indicate when performance objectives established in the Board's budget are in danger of not being met.

Generally Accepted Accounting Principles defines the Legal Level of Budgetary Control as: "The lowest level at which a government's management may not reallocate resources without special approval." (Governmental Accounting, Auditing, and Financial Reporting using the GASB 34 Model, 2001, Government Finance Officer's Association.)

The "levels" that are referenced in GAAP are budget subdivisions of progressively- detailed data (i.e.: Funds, Functions, Departments, Activities, Objects, Sub-objects, Indices, Sub-indices, etc.). Coding for these levels shall be in accordance with the Florida Uniform Accounting System (UAS) in conformity with Chapter 218.32, Florida Statutes. The legal level of budgetary control describes the degree of freedom management has to move resources between and among levels. This critical concept is the foundation of any sound purchasing policy in that reallocation of resources indicates, among other things: 1) A departure from the appropriated budget; and 2) is usually accomplished in order to pay for unanticipated or poorly budgeted expenditures and purchases. The Board of County Commissioners has a fiduciary oversight responsibility to provide policies that should reasonably and appropriately address bona fide need for such reallocations, or when necessary prevent these from occurring.

Again, Florida Statutes (Chapter 129.06) provide in part that the adopted budget: "*...shall not be amended, altered, or exceeded except as provided by this chapter.*"

That chapter also provides that the Board of County Commissioners at any time within a fiscal year may amend a budget for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year. To clarify the legal level of budgetary control for the Board of Clay County Commissioners and ensure conformity with chapter 129, the following is hereby established:

1. Except as provided in 2. through 7. below, appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased only by motion of the board recorded in the minutes, provided that the total appropriations of the fund may not be changed.
2. Under chapter 129, the board may establish procedures by which a designated budget officer may authorize certain “intradepartmental” budget amendments, provided that the total appropriation of the department may not be changed.

For the purposes of budgeting, budget transfers and expenditure of funds, the term “department” shall carry the same meaning as the term is defined in the Uniform Accounting System prescribed by the Florida Department of Financial Services and required to be used by Florida Statute. “Department” is currently displayed within the county’s budget and accounting systems using the term “division.”

The County Manager is therefore designated to authorize budget transfers within, but not between, “divisions” provided that the total of that division’s budgeted appropriation does not change. He must evidence his approval of such transfers in writing. He may not delegate this authority. Where a single operating department (“division”) is funded by more than one fund, expenditures shall be budgeted and accounted for separately (in separate “divisions”) by Fund and Function and no transfers shall be authorized between Funds or Functions. In such cases, funds may not be commingled for expenditure on any project without the express approval of the Board. Exceptions to this part are only to be made in conformity with Chapter 129, Florida Statutes.

3. Appropriations from any reserve account may be made to increase the appropriation for any particular expense in the same fund, or to create

- an appropriation in the fund for any lawful purpose, but expenditures may not be charged directly to the reserve account. Appropriations from any and all reserves shall be caused to occur only by motion of the board recorded in the minutes of the board's public meetings. Requests for appropriations from reserves shall be submitted to the Finance committee which shall forward them to the board with a recommendation for approval or disapproval.
4. The reserve for future construction and improvements may only be appropriated by resolution of the board for the purposes for which the reserve was made. Requests for appropriations from reserves for future construction and improvements shall be submitted to the Finance committee which shall forward them to the board with a recommendation for approval or disapproval.
 5. A receipt of a nature from a source not anticipated in the budget and received for a particular purpose, including but not limited to grants, donations, gifts, or reimbursement for damages, may, by resolution of the board spread on its minutes, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget. Such receipts and appropriations must be added to the budget of the proper fund. The resolution may amend the budget to transfer revenue between funds only to properly account for increased receipts. Unanticipated revenues, as well as requests for appropriations of such revenues shall be forwarded to the board via Finance committee.
 6. Increased receipts for enterprise or proprietary funds received for a particular purpose may, by resolution of the board spread on its minutes, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget. The resolution may amend the budget only to transfer revenue between funds to properly account for increased receipts. Increased receipts of this nature, as well as requests for appropriations of such receipts and/or transfers between funds for the purposes indicated shall be reported to the board via Finance committee.
 7. If any other budget amendment is required, and it is not otherwise prohibited by law, the amendment may be authorized by resolution or ordinance of the board of county commissioners adopted following a

public hearing in accordance with Florida Statutes Chapter 129.06(1)(f). Other budget amendments as discussed in this paragraph that do not originate with the board shall be requested of the board via Finance committee.

Only the following transfers can be made between funds:

1. Transfers to correct errors in handling receipts and disbursements may be made by the County Manager. This authority may be delegated to the Director of Finance.
2. Budgeted transfers anticipated and included in the original budget document.
3. Transfers to properly account for unanticipated revenue or increased receipts may be made by resolution of the board spread on its minutes.
4. Unless otherwise prohibited by law, transfers between funds that are processed as a Budget Amendment may occur by resolution or ordinance of the Board of County Commissioners so adopted following a public hearing. The public hearing must be advertised in a newspaper of general circulation at least 2 days but not more than 5 days before the date of the public hearing.
5. Transfers necessary to comply with requirements of Florida Statutes. There are a number of instances where funds are remitted to the Board or other constitutional officers that require division by statutory formula and transfer of divided portions to and from different governmental entities. In these cases, transfers shall be considered ministerial and shall be caused to be executed by the County Manager without further approval of the Board.

With this document, the Legal Level of Budgetary Control for the Board of Clay County Commissioners Operating Departments is established as a matter of policy.

CHAPTER 5: PURCHASING RULES

Introduction: A purchase is defined as an acquisition by contracting in any manner, whether by rent, lease, lease/purchase, or outright purchase, of commodities and services. Purchases of commodities which, in the ordinary course of business, are purchased in small quantities at a time (example: office supplies), but which conceivably could be purchased in bulk so as to invoke the formal bid process, shall not be considered divided purchases made in order to circumvent the spending thresholds in this Purchasing Manual, but rather, will be considered separate purchases when to buy in bulk is not customary, convenient, or for which storage and inventory against future use would be impractical. Within the meaning of this definition, the following are not purchases of commodities:

1. Transfer, sale, or exchange of personal property between governmental agencies.
2. Utilities
3. Public communications, i.e., telephone, telegraph
4. Transportation of persons or things

(A) Purchase Requisition:

Certain employees or officers designated by the County Manager shall have the authority to request purchases. Those requests shall be made on Board-approved requisition forms. The requisitioning employee shall submit the requisition form to the appropriate authority for review and approval in accordance with the purchasing rules. The Purchasing Officer, shall review all Purchase Requisitions to confirm whether their preparation and processing is in conformity with those rules. The Purchasing Officer shall evidence such confirmation in writing and forward valid requisitions to the Purchase Order Clerk in the Finance department.

(B) Purchase and Blanket Orders:

(1) A Purchase Order is generally used for one-time purchases of goods or services. Generally, the phrase one-time purchase means a single, non-

recurring or infrequently-recurring purchase of an item or group of items that will result in a single delivery and invoice for the item or items.

(2) A Blanket Order is a type of Purchase Order that may be used when the county contracts with a vendor to provide goods or services on a recurring, as needed and over-the-counter basis and for which recurring deliveries and multiple invoices can be regularly expected during the course of the fiscal year. For purposes of this policy, the use of Blanket Orders is encouraged, at the County Manager's discretion, when in his or her judgment, price or quantity discounts or other economies of scale might be captured for different classes of goods or services. When a Blanket Order is used, the total estimated fiscal year cost of the goods or services is used to determine whether verbal/written quotes or formal bids are required as well as to establish the required level of review and approval.

(3) a.) The Purchase Order Clerk in Finance shall date-time stamp all Purchase Requisitions when received, review all Purchase Requisitions received and use valid and approved Purchase Requisitions to generate a Purchase/Blanket Order document. The Purchase/Blanket Order document shall be a multipart computer generated form. The appropriate fund account numbers shall be encumbered at the time the Purchase/Blanket Order is prepared and the appropriate account number shall be noted thereon. **No Purchase/Blanket Order shall be issued prior to determination by the Finance department that the unencumbered and unexpended balance of the appropriate account is sufficient to cover the cost of the purchase.** Should the unencumbered and unexpended amounts not be sufficient to cover the full purchase cost, the Purchase Order Clerk shall immediately inform the Director of Finance, Purchasing Officer and originating Department Head that a Purchase/Blanket Order can not be issued, the reasons therefor, and that the purchase may not proceed. If unencumbered and unexpended account balances are sufficient to cover the full cost of the purchase, a Purchase/Blanket Order will be issued and the ordering of goods and services may proceed. In recognition of the critical importance of managing the county's cash flows, it is the policy of the Board that the County Manager shall have the discretionary authority to delay or withhold the issuance of Purchase Orders to properly balance cash receipts with cash outlays. The County Manager may delegate this authority to the Director of Finance.

b.) Employees placing orders for goods and services shall reference the Purchase Order Number to the vendor when the order is placed and request that vendors reference the Purchase Order Number on any order confirmations, shipping documents and all invoices requesting payment. The Purchasing Officer shall reasonably ensure that all vendors and prospective vendors are informed that, under the Board's Purchasing Policy, employees are not authorized to order goods or services without first obtaining a valid Purchase Order Number and that the county will not be liable for payment for goods or services that are ordered in violation of this policy.

c.) Goods and services shall not, under any circumstances, be ordered by any county employee from any vendor, at any time, without first obtaining a Purchase Order from the Finance department. Failure on the part of any employee to follow these procedures shall subject that employee to the graduated disciplinary process as described in the Personnel Policies Manual, up to and including termination of employment.

(C) Purchasing Rules:

(1) It is the policy of the Board, in accordance with Florida law, that the Board of Clay County Commissioners shall be ultimately responsible for determining the public purpose and legality of all expenditures. Any and all purchases made in violation of this Purchasing Policy shall be deemed to be unlawful expenditures unless the applicable parts of the policy which have been violated are waived by majority vote of the Board and spread upon the minutes of a regular meeting of that governing body. It is the lawful duty of the County Manager, as Comptroller and custodian of all county funds to pre-audit all expenditures for the purpose of assuring the Board that there is an associated underlying public purpose and that they are legal. In executing his or her pre-audit responsibility, the County Manager shall exercise due diligence at all times in determining the legality of and public purpose underlying all expenditures. For guidance, it is the policy of this Board that an expenditure shall be deemed legal when: a public purpose can be demonstrated for the expenditure; the expenditure is conducted in conformity with Florida Statutes and this policy manual; a specific budget appropriation is contained in the adopted budget document; and, the

expenditure does not exceed the appropriated amount contained in the adopted budget document.

(2) The Board acknowledges the paramount importance of segregation of duties in detecting errors, irregularities and improprieties as well as preventing unlawful expenditures of public funds. It is the intent of this Board that no employee be placed into a position where he or she could commit an error, impropriety, irregularity or illegal act and have the ability to conceal it in the normal course of his or her regular duties. Therefore, it is the policy of this Board that there shall be a strong and clear segregation of duties between the Director of Finance, Director of Budget and Administrative Services, and the Purchasing Officer. While those officials may report directly to the County Manager, the Purchasing Officer may not report to or otherwise be placed into a position where he or she is directed or otherwise may be improperly influenced by either the Director of Finance or the Director of Budget and Administrative Services. This segregation of duties is intended to prevent or minimize, by way of insulating these processes, any material risk of collusion to make or conceal an illegal expenditure. It is further intended to increase the possibility that some responsible staff member will come forward and report any potential impropriety to the County Manager, or the Board, as well as to increase the probability that potential improprieties will be discovered during internal and/or external audit.

(3) When required by Florida Statute, the Board shall approve all written contracts. The Chairman of the Board shall evidence the Board's collective willingness to enter into each respective written contract by affixing his or her signature in the appropriate place on all contracts in a manner as advised by the County Attorney. The County Manager, acting as the Clerk of the Board, shall attest to the legality and public purpose of the associated expenditure by affixing his signature to all such written contracts in a manner as advised by the County Attorney. Unless otherwise provided by law, the County Manager may approve contracts and change orders made in the normal course of business when the amount of such contracts and/or change orders is less than \$25,000, provided the amount does not exceed the appropriated budget amount.

(4) For all purchases, regardless of amount: **Under no circumstances may purchases be divided or sub-divided in order to avoid the procedural requirements outlined in this policy. Dividing or sub-dividing purchases**

to avoid the procedural requirements set forth in this policy shall result in revocation of an employee's authority to request, order, review, and/or approve the purchase of goods and/or services and will subject the employee to the graduated disciplinary process described in the Personnel Policies Manual, up to and including termination of employment.

(5) Any purchase between \$0 and \$24.99 need not be encumbered in advance and may be made by a designated Purchasing Agent without further review or approval.

(6) Any purchase that is for greater than \$25 but less than \$100 may be made by using the procedures described in Chapter 5 (A) and (B) above; however, purchases in this range need not be encumbered in advance. Alternatively, a Field Purchase Order may be used without notification to the Purchasing Officer or Finance department using the appropriate preprinted and pre-numbered Field Purchase Order form. Field Purchase Orders must be fully completed at the time items are ordered or purchased and submitted to the Finance Department with the invoice for payment. The Field Purchase Order shall be reviewed and approved by the originating department purchasing agent, supervisor or Division/Department Head prior to ordering or purchasing any item.

(7) All purchases exceeding \$100 but equal to or less than \$4,999.99 may, at the discretion of the County Manager, be approved by the respective Division/Department Head without further review. In the event of the Division/Department Head's absence, such authority is delegated to the acting Division/Department Head. However, purchases described in this section must in any case follow the procedures outlined in Chapter 5 (A) and (B) above. In the event of an unanticipated cost overrun or increase occurring in good faith and subsequent to issuing of the purchase order, the County Manager may approve a one-time change order increasing the maximum threshold defined in this paragraph by an amount not to exceed ten percent (10%) of the maximum threshold amount defined above or \$1,000, whichever is less. If the amount of the change is less than \$100, the invoice may be processed without a change order.

(8) a.) All purchases equal to or greater than \$5,000 and less than \$15,000 must be reviewed and approved by the County Manager and must follow the procedures outlined in Chapter 5 (A) and (B) above. In addition to these

requirements, the requesting department shall, with all due diligence, obtain and document 3 verbal quotes to be attached to each Purchase Requisition and forwarded to the Purchasing Officer and Finance department. Within 120 days of adoption of this Purchasing Policy by the Board, the County Manager shall cause to be created a standard form to be used by all BCC operating departments for the documentation of such verbal quotes. Documentation of verbal quotes shall contain the following information at minimum: 1) Date quote was received; 2) Vendor Business name; 3) Vendor telephone number; 4) Item description; 5) Total purchase price quote; 6) Name of vendor employee making the quote. 7) Date upon which the verbal quote becomes void (i.e.: the last day that the vendor will honor the quote). Copies of this documentation shall be attached to and filed with the Purchase/Blanket Order in the Finance department. Due to impracticality the repair of heavy equipment is exempt from the verbal quotes requirement. The repairs must be approved by the County Manager, and submitted for information to the Board of County Commissioners under the County Manager's Business at its next regular meeting. An official list of such equipment as defined below shall be maintained and provided by the Fleet Maintenance Division and approved by the County Manager.

Heavy Equipment – Shall be defined as follows:

- (1) Public Safety, Construction and Material Handling Equipment with a rating of more than 85 horsepower.
- (2) Transportation Equipment with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.
- (3) Fire and Rescue Vehicles with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.

b.) It shall be the policy of the Board that goods and services within this cost range shall be purchased from responsible vendors offering the best value for the most conforming goods or services at lowest verbally quoted price. If three verbal quotes cannot be obtained and documented, the agent must attach a written explanation to the requisition. The requisition can be approved and the purchase made without three verbal quotes if the agent's written explanation why three verbal quotes were not reasonably available is adequate and approved by County Manager or his or her designee. Additionally, in the event of an unanticipated cost overrun or increase occurring in good faith and subsequent to issuing of the purchase order, the County Manager may approve a one-time change order increasing the maximum threshold defined in this paragraph by an amount not to exceed

ten percent (10%) of the maximum threshold amount defined above or \$1,000, whichever is less. If the amount of the change is less than \$100, the invoice may be processed without a change order.

c.) In the event the purchasing agent does not select the lowest verbal quote, then the explanation therefore must be approved by the County Manager, submitted with the requisition, and submitted for information to the Board of County Commissioners.

(9) a.) All purchases equal to or greater than \$15,000 and less than \$25,000 must be reviewed and approved by the County Manager and must follow the procedures outlined in Chapter 5 (A) and (B) above. In addition to these requirements, the requesting department shall, with all due diligence, obtain from the vendor on the vendor's letterhead 3 written quotes to be attached to each Purchase Requisition and forwarded to the Purchasing Officer and Finance department. Written quotes shall contain the following information at minimum: 1) Date quote was received; 2) Vendor Business name; 3) Vendor telephone number; 4) Item description; 5) Total purchase price quote; 6) Name of vendor employee who prepared the quote. 7) Date upon which the quote becomes void (i.e.: the last day that the vendor will honor the quote, or "good through" statement). Copies of this documentation shall be attached to the Purchase Requisition and filed with the Purchase/Blanket Order in the Finance department. Due to impracticality the repair of heavy equipment is exempt from the written quotes requirement. The repairs must be approved by the County Manager, and submitted for information to the Board of County Commissioners under the County Manager's Business at its next regular meeting. An official list of such equipment as defined below shall be maintained and provided by the Fleet Maintenance Division and approved by the County Manager.

Heavy Equipment – Shall be defined as follows:

- (1) Public Safety, Construction and Material Handling Equipment with a rating of more than 85 horsepower.
- (2) Transportation Equipment with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.
- (3) Fire and Rescue Vehicles with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.

b.) It shall be the policy of the Board that goods and services within this cost range shall be purchased from responsible vendors offering the best value for the most conforming goods or services at lowest quoted written price. If three written quotes cannot be obtained and documented, the agent must attach a written explanation to the requisition. The requisition can be approved and the purchase made without three written quotes if the agent's written explanation why three written quotes could not reasonably be obtained is adequate and approved by County Manager or his or her designee. Additionally, in the event of an unanticipated cost overrun or increase occurring in good faith and subsequent to issuing of the purchase order, the County Manager may approve a one-time change order increasing the maximum threshold defined in this paragraph by an amount not to exceed ten percent (10%) of the maximum threshold amount defined above or \$1,000, whichever is less. If the amount of the change is less than \$100, the invoice may be processed without a change order.

c.) In the event the purchasing agent does not select the lowest written quote, then the explanation therefore must be approved by the County Manager, submitted with the requisition, and submitted for information to the Board of County Commissioners under "County Manager's Business" at its next regular meeting.

(10)(a) Formal and competitive bids are required for all purchases equal to or greater than \$25,000 and shall be made and otherwise governed in accordance with the formal bid process in this Purchasing Manual. Notwithstanding anything else to the contrary in this Purchasing Manual: Due to impracticality the repair of heavy equipment is exempt from the competitive bids requirement. The repairs must be approved by the County Manager, and submitted for information to the Board of County Commissioners under the County Manager's Business at its next regular meeting. An official list of such equipment as defined below shall be maintained and provided by the Fleet Maintenance Division and approved by the County Manager.

Heavy Equipment – Shall be defined as follows:

- (1) Public Safety, Construction and Material Handling Equipment with a rating of more than 85 horsepower.
- (2) Transportation Equipment with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.
- (3) Fire and Rescue Vehicles with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.

(b) No contract for work on any roads or streets, the construction of any bridges, or the construction of any buildings shall be let, nor shall any goods, supplies or materials be purchased for County purposes when the amount to be paid shall equal or exceed \$25,000 until notice thereof has been published in a newspaper of general circulation in the County, calling for formal bids upon the work to be done or for the goods, supplies or materials to be purchased by the County.

(c) Contracts shall be awarded based on the lowest responsive bid. The term “lowest responsive bid” shall mean the lowest bid price submitted by a responsive and responsible vendor. The term “responsive vendor” means a vendor that has submitted a bid, proposal or reply that conforms in all material respects to the bid solicitation. The term “responsible vendor” means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

(d) All contracts for: (1) The construction or improvement of a public building or structure, or for any other public construction work, the cost of which will exceed \$200,000; or (2) electrical work for a project, the cost of which will exceed \$50,000, must be competitively awarded pursuant to the requirements of Section 255.20, Florida Statutes, unless a) the proposed construction falls within one of the exemptions listed in Section 255.20(1)(a)(1)-(8), Florida Statutes, or b) the Board determines that it is in the public’s best interest to utilize the exemption procedures contained in Section 255.20(1)(a)(9)-(10), Florida Statutes, relating to the use of its own services, employees and equipment, or the award of work to a private contractor, respectively. In the event the subject work falls within one of the exemptions to the formal bid process listed in this subsection, the Board shall determine on a case-by-case basis whether to competitively award the work or not. In making a determination that it is in the public’s best interest to use its own services, employees and equipment to perform such work, the County Manager shall: provide the Board a full cost estimate for using such resources, to include labor, material and all allocable overhead costs; certify in writing to the Board that sufficient technical expertise exists in-house to engage in and substantially complete such construction projects; present the Board with a detailed project plan describing critical elements, objectives and timelines; and cause the Finance department to segregate all funds into a separate project account.

(e) All contracts for professional services for construction projects or for fees for planning and/or study activities, as all are defined in Section 287.055(2), Florida Statutes, which exceed the threshold requirements outlined in Section 287.055(3)(a), Florida Statutes, shall be entered into pursuant to the “Consultant’s Competitive Negotiation Act,” codified in Section 287.055, Florida Statutes.

(11) Exceptions to the competitive procurement requirements of Chapter 5(8) - (10) above are as follows:

(a) Purchases from state-approved suppliers. The County Manager may, on his authority, purchase goods, materials, services or supplies from any supplier who supplies such goods, materials, services or supplies to the State of Florida under an existing and active contract and for the price or prices then prevailing under that contract. The County Manager may delegate this authority to the Purchasing Officer.

(b) Shopping State Contract Prices. If the County Manager decides to purchase goods, materials, services or supplies from a state-approved supplier in lieu of competitive bidding as in (a) above, and subsequently determines that those same goods, materials, services or supplies can be purchased at a lower total cost from another responsible supplier than can be obtained under the active state contract, then he may proceed with the lower cost alternative provided: 1) the specifications of the goods, materials or supplies are identical in every material respect to the same items that were contemplated to be purchased from the state-approved supplier under the existing and active state contract; 2) the state contract item specifications and price and other-supplier item specifications and price are documented; and 3) the County Manager informs the Board that such action has been taken and submits the documentation to the Board at its next regular meeting as an agenda item under “County Manager’s Business.” The County Manager may delegate this authority to the Purchasing Officer; however, the provisions listed herein shall nevertheless apply.

(c) Other contract piggybacking. The County Manager may, on his authority, purchase goods, materials, services or supplies from any supplier who supplies such goods, materials, services or supplies to any political subdivision or municipality within the United States under an existing and active contract and for the price or prices then prevailing under that

contract. The County Manager may delegate this authority as provided to the Purchasing Officer.

- (d) Public Auctions. The Board may waive compliance with the requirements of this Chapter 5 to purchase previously owned or used goods, materials or supplies, whenever such are offered for sale at public auction below normal cost, and whenever said purchase shall be deemed by separate action of the Board to be in the best interests of the County. Such waiver shall be requested prior to any purchase of any goods, materials or supplies offered for sale at public auction as defined in this paragraph.
- (e) Goods produced in correctional work programs. The requirements of this Chapter 5 shall not apply to the purchase of any goods produced in correctional work programs under the provisions of Section 946.515, Florida Statutes.
- (f) Used goods, materials, supplies or equipment. The Board may, without resort to the requirements of this Chapter 5, authorize the purchase of previously owned goods, materials, supplies or equipment whenever the same shall be offered for sale below the normal cost for the same or similar new or unused items and whenever said purchase shall be deemed by separate action of the Board to be in the best interest of the County.
- (g) Impracticality. Unless otherwise required by general law or ordinance, the Board may without resort to the requirements of this Chapter 5 authorize any purchase or enter into any contract for construction of any facility when the circumstances are such as to render notice and bidding impractical or unlikely to produce valid or cost effective bids, as judged by the Board and approved by separate action thereof based upon the best interest of the County.

(12) It is the philosophy of the Board of County Commissioners that all qualified vendors should be given an opportunity to submit proposals in accordance with this purchasing manual. The idea of merely renewing contracts from year to year circumvents this philosophy and does not assure the Board of the best price or the best service. It is therefore the policy of this Board that contracts shall not be automatically renewed unless a benefit is to be gained by the County. The following procedures shall be followed by staff in the renewal process:

- (a) All requests for contract renewals shall be presented to the Board for approval via Finance committee. Requests shall be accompanied by a written statement from staff detailing the reasons why the renewal is being sought and documenting benefits expected to be gained from such a renewal.
- (b) Staff shall provide the Board with a copy of the original contract to be renewed, highlighting the original contract expiration date and contract language allowing for renewal.
- (c) Original contract must contain a renewal clause.
- (d) Contracts shall not be renewed beyond a second one-year extension (i.e.: two one-year renewals after the end of the original contract term). Subsequent to the second contract extension, contracts shall be competitively re-bid.

(13) The transactions listed below are exempt from the competitive purchasing requirements of Chapter 5. Within 120 days of adoption of this purchasing policy by the Board, the County Manager shall cause to be created a Direct Payment Voucher document to be used for purchases and transactions listed in this section. Although the transactions listed below and in Chapter 5(C)(11) are exempt from competitive purchasing requirements of Chapter 5(C)(10)(a)-(e), funds for these expenditures must nevertheless be encumbered, when practical, prior to payment and comply with the review and approval thresholds and provisions of Chapter 5(C)(1)-(9).

- Bond related expenses
- Court ordered payments
- Charitable contributions (one time payment only)
- Child support payments
- Clerk of Court fees and expenses
- Debt service payments
- Economic Development Grants (including Qualified Target Industry)
- Employee reimbursements
- Hotel Registration
- Indigent burials
- Inmate medical services

- Instructor fees
- Insurance (workers compensation only with approval of the Risk Manager) (Health, Life and Dental insurance, although not exempt from the purchasing procedures may be processed for payment on a direct payment voucher)
- Insurance deductibles
- Inter-local agreements and other transfers and exchanges between Constitutional Officers
- Land purchases and related costs (with Board approval required)
- Library Materials
- Outside Legal Counsel (County Attorney approval required)
- Payments to off-duty officers
- Payments to other government agencies (all types of taxes, assessments, fees, permits, utility deposits, etc.)
- Postage (U.S. Post Office only, no invoice required)
- Pre-approved interview and or moving expenses (Personnel only)
- Railroad signal maintenance
- Refunds on overpayments (tag & title fees, taxes, parking violations, payroll deductions, utility deposits, etc.)
- Registration Fees (Seminars, conferences, classes, workshops, etc.)
- Risk Management claims settlements (Board approval via Insurance Committee)
- SHIP Down Payment Assistance
- Statutory Required payments
- Subscriptions to newspapers, and periodicals. Also, payments for public and legal advertising in same.
- Tags
- Telecommunications charges (monthly services including long distance, local and internet)
- Travel vouchers
- Tuition, lab fees, books and required course materials to approved schools (registration forms required)
- Utilities
- Medical Director (approved by BCC on 1/10/12)

(14) All bids for contracts and purchases under this section shall be made in accordance with the public bid opening and recording procedures delineated in **Chapter 8** of this manual. Notice of each request for bid solicitation shall

be posted in a newspaper of general circulation within the County at least ten (10) days prior to the bid opening date excluding Sundays and holidays. The Board reserves the right to reject any and all bids without cause and to waive technical and non-technical or non-material defects in the solicitation or submittal of any bid, and such reservation should be conspicuously indicated in all published notices and bid invitations.

(a) When only one bid is received for the purchase of an item or a group of items, the Board shall review the bid in order to determine the reasons, if any, why only one bid was received. The Board may accept the only bid or it may direct that a second call for bids be issued. If the only bid is accepted, then the reasons for accepting the single bid and as well as reasons for not re-bidding, shall be included in the minutes of the Board.

(15) All formal and competitive bid solicitations shall conform to the requirements of Section 287.133, Florida Statutes, regarding public entity crimes.

(16) All invoices submitted for payment, regardless of amount, and generated following compliance with the requirements of this Chapter 5, shall contain an acknowledgement (in the form of the standard receiving report stamp) by the receiving department head or his or her designee that all purchasing procedures were properly administered; all goods, materials, supplies and/or services related to the invoice were properly received on County property and/or for County-approved purposes; the price, quantity and quality are correct and acceptable; the appropriate County records are on file to substantiate the payment; and that the County Purchasing Agent has the authority under this policy to approve the payment.

(17) All contractors must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting quotes or responding to requests for bids or proposals. All contractors must submit evidence of current state certification or registration or County certification, as applicable, at the time of submission of the quote or delivery of the sealed bid or proposal to the County.

(18) Summary of purchasing thresholds, enabling documents and approval authority:

<u>\$ Amount</u>	<u>Required Documents (any)</u>	<u>Approval (any)</u>
\$0 - \$24.99		Purchasing Agent Supervisor Department Head
\$25 - \$100	Field Purchase Order (FPO) Purchase Requisition (PR) Purchase Order (PO)	Purchasing Agent, Supervisor Department Head
\$100.01 - \$4,999.99	Purchase Requisition (PR) Purchase Order (PO) Blanket Order (BO)	Department Head County Manager
\$5,000 - \$14,999.99	Purchase Requisition (PR) Purchase Order (PO) Blanket Order (BO) 3 Verbal Quotes	County Manager
\$15,000 – 24,999.99	Purchase Requisition (PR) Purchase Order (PO) Blanket Order (BO) 3 Written Quotes	County Manager
\$25,000 >	Formal Bid	BCC

**Note: Exceptions listed under 5 (13) shall be paid using a Direct Payment Voucher attached to and presented with the original invoice and, depending on the amount, signed as “approved to pay” in accordance with the thresholds and associated review and approval authorities listed above.

Chapter 6: Emergency Purchases

(1) It is the intent of the Board to empower the County Manager to effectively respond to the imminent threat or aftermath of bona fide catastrophic events. The Board of County Commissioners has no greater moral or legal responsibility than the safety of the citizenry. The Commission collectively recognizes that disasters, large and small, man made or natural, are not inclined to coincide with the public meeting schedule of the Board. The Board therefore delegates the authority to make and/or approve emergency purchases in its absence to the County Manager under the circumstances and limitations outlined below. The County Manager may not delegate this duty.

(2) An emergency purchase is hereby defined as one brought about by a sudden, unforeseen and unexpected turn of events such as acts of God, riots, fires, floods, hurricanes, tornadoes, accidents, or other circumstances, causes, or events involving public health, safety, welfare, and/or injury or loss to the Board, that can only be rectified or minimized by immediate purchase of a commodity or service.

(3) Emergency purchases must conform to the definition in (1) above and can be made by the County Manager without having to comply with the requirements of Chapter 5 of this manual for the following purposes only: emergency repair of essential public facilities or to prevent further damage to the same; for purchases deemed by him to be necessary to avoid or restore a temporary loss of essential public services; and, purchases of commodities or services to forestall or mitigate imminent threats to the public's health, safety or welfare.

(a) The term "essential public facility" means only those public buildings and infrastructure directly related to the provision public safety, maintenance of Public Health standards, or prevention of injury to the public (i.e.: fire stations; Sheriff's facilities; court facilities; jail; public schools and other facilities officially designated as hurricane shelters before, during and after storm events and while evacuees are in residence; county owned roads and bridges damaged by storm events; Storm water retention facilities damaged or in imminent danger of failing before, during or immediately following storm events; Solid waste transfer stations and other infrastructure; etc.). "Essential public facility" is in no way intended to encompass public parks or other recreational facilities.

(b) The term “essential public services” means those basic services provided by government that ensure the public’s health, safety, welfare, use of the public roads, and security. Essential public services in connection with emergencies shall be deemed to also include removal and proper disposal of storm debris from county owned roads and rights-of-way.

(4) A state of emergency can be declared by either the Board or the County Manager in accordance with this manual and state law and shall be measured temporally and not geographically. The Board may terminate the state of emergency at any time by separate action spread upon the minutes of a regular or special meeting. If a state of emergency is declared by the County Manager, he must do so in writing and this declaration must be noted on each Purchase Requisition and Purchase Order issued under such declaration. The County Manager shall report any and all purchases made under the emergency declaration to the Board at its next meeting. Such report shall not be made a part of the consent agenda, but rather shall be placed on the agenda under County Manager’s Business for review and discussion.

(5) Purchases made under declaration of an emergency shall be segregated from other purchases by establishing a separate project account. The County Manager shall not be limited in the amount of his expenditures except by separate action of the Board spread upon its minutes at a regular or special meeting. The County Manager shall make regular interim reports to the Board regarding purchases made under declaration of emergency, and shall make a final report of all purchases and amounts to the Board once the state of emergency has ceased.

Chapter 7: Processing of Invoices for payment

(1) The County Manager is responsible for enforcing the provisions of this Purchasing Policy Manual. All invoices that do not comply with the Board's Purchasing Policy shall be submitted to the Board via Finance committee. The Board and only the Board, if it so chooses and after determining that a public purpose for the purchase exists and that the purchase would not otherwise be unlawful, may approve payment of these invoices. Such approval shall be recorded in the Board's minutes. The County Manager shall then pay any such invoices so approved.

(2) The County Manager shall execute payment of all invoices for purchases of \$100 or less in accordance with the policies outlined in this Purchasing Manual. An original invoice (or documentation as described in paragraph (3) (d) below) which is signed and dated by the appropriate authorized person, must be submitted to the Finance department before it can be processed for payment.

(3) All invoices for purchases that are in excess of \$100 but equal to or less than \$4,999.99 shall be processed only if the following documents are on file in the Finance department:

(a) A properly completed and approved Purchase Requisition.

(b) A properly completed and approved Purchase Order.

(c) A receiving report stamp which has been properly signed and dated by an authorized individual and clearly indicates that conforming commodities or services have been received.

(d) An original invoice. The invoice must be as complete as possible and clearly indicate the name, address and other pertinent information pertaining to the vendor. It must also clearly describe the commodities or services sold, and the price and quantity thereof. Monthly or other types of account statements may be submitted; however, such statements shall not be used in place of an original invoice. If the original invoice is unavailable, a full written explanation describing the reasons and circumstances therefor shall be submitted to and approved by the Director of Finance.

(4) All invoices for purchases that are equal to or greater than \$5,000 but less than \$15,000 shall be processed only if the documents listed in Section (3)(a)-(d) above are on file in the Finance department. Additionally, the Purchasing Agent must submit documentation of 3 verbal quotes as provided in Chapter 5 section (7) of this policy.

(5) All invoices for purchases that are equal to or greater than \$15,000 but less than \$25,000 shall be processed only if the documents listed in Section (3)(a)-(d) above are on file in the Finance department. Additionally, the Purchasing Agent must submit documentation of three (3) written quotes as provided in Chapter 5 section (8) of this policy.

(6) All invoices for purchases requiring formal competitive bidding shall be processed only if the documents listed in Section (3)(a)-(d) above are on file in the Finance department, as well as any contract entered into by the Board therefor, if applicable, and evidence exists in the Board minutes indicating to whom the bid was awarded and the bid amount, or that if such be the case, an exception was granted under the rules contained in this policy or by action of the Board.

(7) All invoices must have affixed the standard receiving report stamp with space for signature containing the authorization and attest statements specified in Chapter 5 of this policy.

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing division, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing division will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing division. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing division, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing division for distribution as provided in Section F hereof, and the "Request For Bids" (see Example 2 attached) shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives (see Example 3 attached). All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance thereof. The Purchasing division shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed (see Example 4 attached).

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing division shall reject and return unopened all bids which do not meet the

foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing division identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing division, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted (see Example 3 attached).

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing division with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing division shall immediately record the date and time thereof. The Purchasing division shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing division shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by contract-per occurrence	\$1,000,000
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2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must

deliver certificates of insurance for the required insurance coverages to the County naming “Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [insert County’s homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: http://www.claycountygov.com/Departments/Finance/decision_bids.htm.

² As of the date on which this Purchasing Policy was adopted, the County’s homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: “FOLLOWING THE “Notice of Intent Bids” LINK UNDER THE “Business” ROLLOVER BUTTON”.

POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.

5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.

6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or

award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules

governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a

challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law

governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
 - b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
 - c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.
 - d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
 - e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.
17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in

size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½” diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. (*Resolution No. 09/10-65*)

(P) **NO-CONTACT RULE:** (*Resolution No. 09/10-81*)

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

CHAPTER 9 - SOLE SOURCE PROCEDURES

(A) Commodities or contractual services available from a single source may be excepted from the requirements of Chapter 5:

(1) When it is determined that only one responsible source and no other service or source is available as a substitute and said determination is documented; or

(2) When there exists an unusual or compelling urgency and the County would be seriously injured unless the County was permitted to limit sources.

(B) In the case of a sole source procurement under 9(A)(1) above, the Department Head shall certify that the procurement is from a sole source for purchases up to \$5,000. For purchases over \$5,000 to \$25,000, the Department Head and the County Manager must certify that the procurement is from a sole source. Any anticipated sole source purchases in an amount exceeding \$25,000, shall be brought before the Finance committee for a recommendation to the Board. The Department Head and County Manager as appropriate shall utilize the form attached as Example four (4).

(C) In the case of a sole source procurement under 9(A)2 above, the Board or the County Manager shall certify that the sole source procurement meets the requirements thereof.

CHAPTER 10 – ADVANCE PAYMENT POLICY

(A) Pursuant to the authority of Chapter 28.235, Florida Statutes, the County Manager is authorized to make advance payments on behalf of the County for goods and services, including, but not limited to, maintenance agreements and subscriptions, pursuant to rules or procedures adopted by the state comptroller for advance payment of invoices submitted to agencies of the State as follows:

(1) Small routine monthly or quarterly payments on annual contracts for subscriptions or maintenance agreements, the annual amount of which is \$5,000 or less may be approved by the County Manager or his/her designee.

(2) For advance payments over \$5,000, or those outside of the under \$5,000 policy above, approval shall be obtained from the Finance committee in advance for all advance payments except those for certain library materials and media. Approval for advance payments for the purchase of library books and other print or non-print media commonly associated with library purchasing for the stock of such books and materials available to library patrons and users, including but not limited to microfilms, audio-visual materials, books, subscriptions, and library specific on-line software and services, and other library media, shall be obtained by the written approval from the Director of Libraries and the County Manager. Proof must be presented that the advance payment is in the best interest of the County. The criteria to use for determining best interest is as follows:

(a) Advance payment must result in a savings to the County, which is greater than the interest which the County would earn on the funds if the payment was made in arrears; or

(b) Goods or services necessary for the County to perform its statutory responsibilities are available only if advance payment is made.

(3) Requests for such approval must contain documentation indicating that the payment meets one of the above criteria and that the County has complied with applicable procurement requirements, including bid requirements.

(4) The County Manager may require a performance bond or other proof that a vendor is capable of providing the goods and/or services before approving advance payment.

CHAPTER 11: PURCHASING AGENTS

It shall be the policy of the Board that the purchasing operations of the Board's operating departments shall henceforth be consolidated under the control of a separate autonomous organizational unit which reports directly to the County Manager, and which shall be known as the Purchasing division.

(A) The County Manager shall appoint employees and/or officers who shall have the authority to make purchases in accordance with the provisions of this manual. These employees and/or officers shall be designated as purchasing agents.

(B) The purchasing agents shall submit requisitions and make purchases in accordance with the provisions of this manual. The purchasing agents, on the purchase requisition form, shall specify the vendor from whom the purchase shall be made. Therefore, the agents must make sure that they have obtained the best prices for the commodities purchased.

(C) Purchasing agents for the County or any other person, or officer of the County involved in the purchase of supplies or acquisition of services pursuant to this Purchasing Policy shall abide by the provisions of Chapter 112, Florida Statutes.

(D) The County Manager may designate one manager as the Purchasing Officer with supervisory authority over the Purchasing division, and whose sole duties shall be directly related to managing the purchasing activities of the Board. The person so designated shall report directly to the County Manager, be segregated from the lines of authority/reporting, direction and undue influences of the Directors of Finance and of Budget and Administrative Services, and shall be considered a separate business unit.

(E) The Purchasing Officer, if one is designated, shall have as his or her principle duty the administration of this Purchasing Policy. He or she shall additionally:

1. Assist the County Manager in determining the legality and public purpose of all purchases.
2. Maintain the approved vendors list.
3. Develop strategies and objectives for the procurement of

- materials, supplies, services and equipment.
4. Coordinate and supervise the purchases and purchase procedures of user divisions, departments, activities and agencies.
 5. Assist user divisions, departments, activities and agencies in drafting specifications for formal bids.
 6. Manage all aspects of the competitive bidding process in accordance with this policy manual, to include receipt and tabulation of bid responses.
 7. Review all purchase requisitions for compliance with this policy manual.
 8. Provide procurement related training to all user divisions, departments, activities and agencies.
 9. Act as the principal liaison with all vendors.
 10. Maintain the list of authorized county purchase agents.
 11. Make recommendations to the County Manager regarding revisions to this policy manual from time to time.