



Procurement Manual

Our Mission

To ensure the responsible use of public funds by acquiring goods and services through the highest standards of ethics and integrity.

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SECTION 1. INTRODUCTION

The Office of Procurement and Contracts has prepared this Procurement Manual to serve as the basis for procurement policies and procedures for Flagler County. This manual is adopted by the Board of County Commissioners (BOCC or Board) and is based on the American Bar Association's Model Procurement Code.

The procurement function involves the acquisition of materials, supplies, equipment, and services at the lowest possible cost, consistent with the quality needed to meet the required standards established and approved by the Board/County. Each County department, division, or entity has the obligation to adhere to the requirements, restrictions, process, and policy contained within this document. Our goal is the promotion of the best interest of Flagler County through intelligent action and fair dealings. This will result in obtaining maximum savings and goodwill for the County.

The objectives of Flagler County's Office of Procurement and Contracts are as follows:

1. To deal fairly and equitably with all vendors seeking to do business with the County.
2. Provide professional procurement services for all departments and divisions within the County.
3. Assure adherence to all laws, regulations, and procedures related to County procurement.
4. Maximize competition for all County procurement.
5. Obtain maximum savings through innovative buying and application of value analysis techniques.
6. Administer the contracting function with internal efficiency.
7. Procure goods and services from capable vendors at the lowest price, consistent with the quality, performance, and delivery of requirements of the County.

Purpose of the Procurement Manual

The purpose of this Procurement Manual (Manual) is two-fold. First, it serves as the approved source of instruction on purchasing policies and procedures for the purchase, procurement, and acquisition of goods and services. Second, it services as the official reference document on purchasing questions and issues.

Scope of the Procurement Manual

The policies and procedures contained within this Manual govern all purchases made on behalf of the Board. This Manual has been developed within the guidelines of the Florida Statutes and customized for the County. Any situation not covered by this Manual must be presented to the Procurement and Contract Services Manager, County Administrator, or the Board, as appropriate. Any questions or concerns regarding the process and/or procedures required withing this Manual should be communicated to the Procurement and Contract Services Manager for interpretation and direction.

Recommendations for the Procurement Manual

Board employees are encouraged to make recommendations on sections of this Manual, which, due to changing conditions, may require revision. Employees are also encouraged to make recommendations on new subjects not presently included in this Manual. Recommendations should be submitted through appropriate organizational channels to the Procurement and Contract Services Manager for review and consideration.

Applicable Laws, Higher Authority Regulations or Rules

All procedures outlined in this Manual must comply with Flagler County Ordinances, Florida Statutes, the Florida Administrative Code, Federal Procurement Regulations, and the Uniform Commercial Code, as applicable. When multiple rules apply, the strictest shall govern, even if not explicitly stated herein.

The Sunshine Law

Florida's Sunshine Law provides a right to access governmental proceedings at both the state and local levels. It applies to any gathering of two (2) or more members of the same board to discuss some matter that will foreseeably come before that board for action. There is also a constitutionally guaranteed right of access. Virtually all state and local collegial public bodies are covered by the open meetings requirements with the exception of the Judiciary and the State Legislature which has its own constitutional provision relating to access.

The Sunshine Law requires that:

1. Meetings of boards or commissions to be open to the public.
2. Reasonable notice of such meetings be given.
3. Minutes of meetings be taken.
4. The Sunshine Law applies to all discussions, deliberations, and formal actions taken by a board of commission. The Law, in essence, is applicable to any gathering, whether formal or casual, of two (2) or more members of the same board or commission to discuss some matter on which foreseeable action will be taken by the board or commission. There is no requirement that a quorum be present for a meeting to be covered under the Law.
5. There are a limited number of exceptions which would allow a public agency to close a meeting. These include, but are not limited to, meetings of an agency negotiating team to discuss negotiation strategies or to negotiate with a vendor pursuant to a competitive solicitation subject to certain statutory requirements, certain discussions with the county attorney over pending or threatened litigation, and portions of collective bargaining sessions. In addition, specific portions of meetings of some agencies (usually state agencies) may be closed when those agencies are making probable cause determinations or considering confidential records.
6. Members of a public board or commission are not prohibited under the Sunshine Law from meeting together socially, if matters which may come before the board or commission are not discussed at such gatherings.
7. All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, including meetings with or attended by any person elected to such board or commission, but who has not yet taken office, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. The board or commission must provide reasonable notice of all such meetings.
8. Selection Committee members and advisors are subject to the Sunshine Law. During the evaluation process, the Selection Committee members shall not have any communication regarding any aspects of the topic with each other, unless the meeting was publicly notified in accordance with the Law. The Selection Committee's staff are not subject to the Sunshine Law, however, they may not be used as intermediaries to circumvent face-to-face public meetings.
9. The Office of Procurement and Contracts will provide training on the Sunshine Law to all employees who serve on the Selection Committee.

SECTION 2. ADMINISTRATION

This Manual has been adopted by the Board, which has authorized the policies and procedures contained herein. This manual supersedes all previous Procurement Manuals, policies, and procedures.

Revisions and Distribution

1. This manual shall serve as a permanent, up-to-date guide to the Board's purchasing policies and procedures.
2. Appropriate revisions may be made to all Sections of this Manual at the discretion of the Board.
3. The Office of Procurement and Contracts reserves the right to correct typographical errors within the Procurement Manual without requiring Board approval.
4. This Manual and all future amendments will be distributed by the Office of Procurement and Contracts to all departments/divisions operating under the Board.
5. It is the responsibility of the Department Director to ensure that employees involved in all aspects of the purchasing process for their department/division are familiar with the purchasing policies contained herein and have access to the Manual.
6. A current copy of the Procurement Manual will be available on the County's website:
<https://www.flaglercounty.gov/Government/Departments/Financial-Services/Office-of-Procurement-and-Contracts-OPC/Resources> .

Executive Administration

The purchasing policies and procedures shall be administered under the authority of the County Administrator.

Operational Administration and Enforcement

Under the general guidance of the County Administrator, the Procurement and Contract Services Manager serving as the Purchasing Agent and the Office of Procurement and Contracts shall carry out and enforce the policies and procedures set forth in this Manual.

Violations

A violation of any of the policies and procedures in this Manual by any employee shall be grounds for disciplinary action in accordance with Flagler County's Personnel Rules & Regulations.

SECTION 3. OFFICE OF PROCUREMENT AND CONTRACTS

Office of Procurement and Contracts (OPC)

The role of the Office of Procurement and Contracts is to serve all departments and employees under the Board and in some cases the Constitutional Offices on purchasing matters and the disposal of property. The Office of Procurement and Contracts shall:

1. Develop purchasing objectives, programs, and operating procedures for the procurement and contracting of all goods and services for the Board.
2. Act as the Board's representative on all matters pertaining to procurement.
3. Assemble specifications in cooperation with the user department/division that are included in solicitations including Formal Written Quotations, Invitations to Bid, Requests for Proposals, Requests for Statement of Qualifications, etc.
4. Consolidate requisitions and purchases of like or common goods or services to obtain the maximum economic benefit and cost savings and explore the possibilities of buying "in bulk" to take full advantage of quantity discounts. Such consolidation may include requirements of a single division or multiple divisions.
5. Work with departments/divisions to establish standardization of goods and services, where practical, within a competitive environment.
6. Promote goodwill and public relations between the Board and its vendors. Encourage full and open competition wherever possible. Assure vendors fair and equitable business dealings in accordance with this Manual.
7. Keep informed of current developments in the field of purchasing, including but not limited to prices, market conditions, and new products. Obtain for the Board the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, organizations aligned with the National Institute of Governmental Purchasing (NIGP), trade associations, private businesses, and private organizations.
8. Maintain a current vendor database to provide possible sources of supply for all goods and services purchased by the Board.
9. Identify vendors who default on their contracts with the Board and recommend an action of suspension or debarment to the Procurement and Contract Services Manager.
10. Ensure that all requisitions comply with this Manual and Florida Statutes.
11. Administer the Purchasing Card and Fuel Card Programs.
12. Assist with the acquisition, sale, and lease of real property owned by the Board.

Procurement and Contract Services Manager

The Procurement and Contract Services Manager shall serve as the principal officer for the procurement and contracting of all goods and services for the Board. The Procurement and Contract Services Manager shall:

1. Direct the Office of Procurement and Contracts to serve as the County's designated division for all procurement and contracting activities, including but not limited to supplies, materials, equipment, contractual services, professional services, consultant services, construction, or any combination thereof.
2. Provide the establishment and promulgation of the Procurement Manual.
3. Determine the method of selection for each type of procurement and administer the competitive procurement process.
4. Where possible, standardize contract clauses, terms and conditions, and documents.

5. Take necessary actions to encourage women and minority businesses to participate in the procurement process.
6. Upon request of any Constitutional Officer or the County Administrator, make the services provided herein available.
7. Oversee the Flagler County Purchasing Card and Fuel Card Program.
8. Assist with the acquisition, sale, and lease of properties owned by the Board.
9. Prepare and submit the annual operating budget for the Office of Procurement and Contracts.
10. Delegate authority to others, as may be required.
11. Perform other duties as directed by the Board or County Administrator.

Vendor Relations

The Office of Procurement and Contracts shall promote good will and public relations between Flagler County and its vendors. Encourage full and open competition whenever possible. Ensure fair and equitable business dealings with all vendors.

Correspondence with vendors should be through the Office of Procurement and Contracts or as directed by the Procurement and Contract Services Manager. Where details involved make it advisable to delegate authority to the department/division, the Office of Procurement and Contract Services may require that it receive copies of correspondence between the vendor and the department/division.

Any pricing or specific information received from vendors relative to any item under consideration for purchase must not be divulged until after a Purchase Order has been issued, except when regulations, laws, or ordinances make such disclosures permissible or mandatory.

Vendors must be afforded equal opportunities to provide quotes, formal quotations, bids, or proposals, so that all vendors can compete on equal terms. No “bid shopping” will be permitted, i.e., no one should obtain pricing from a vendor and request any other vendor to meet or beat the disclosed price.

New sources of goods and services should be given due consideration because multiple sources are necessary to ensure competition, continuity, and availability. The Board may buy from any vendor who exhibits adequate financial strength, high ethical standards, a record of adhering to specifications, keeping its shipping promises and gives a full measure of services.

The Board will strive to maintain strong and enduring relationships with vendors of proven ability and a desire to meet the County’s needs. To accomplish this, purchasing activities will be conducted so that all vendors will value the County’s business and make every effort to furnish goods and services based on the most economic quantity, suitable quality, timely delivery, adequate service, and lowest possible price.

Ethics

The Office of Procurement and Contracts adheres to the National Institute of Governmental Purchasing (NIGP) Code of Ethics as stated below:

1. Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.
2. Seeks to guide our actions in all professional matters and activities by the highest standards of integrity and honesty; and will act professionally in all matters for each client or employer or agency.

3. Believes in the dignity and worth of public service rendered by my organization, and the societal responsibilities necessary to produce results for the community we serve as a trusted public servant.
4. Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit respect and inspire the confidence of the organization and the public being served.
5. Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
6. Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.
7. Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.
8. Resists encroachment on control of personnel to preserve integrity as a professional manager.
9. Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination on the basis of religious and political beliefs, skillsets, abilities, perspectives, background experiences, gender, age, race, ethnicity, education, socioeconomic background, sexual orientation, and geographic location
10. Seeks or dispenses no personal favors and will handle each administrative problem objectively and empathetically, without discrimination.
11. Subscribes to and supports the professional aims and objectives of NIGP – The Institute for Public Procurement.

SECTION 4. GENERAL PURCHASING PROCESS

General Procedures

The following procedures shall govern the procurement of goods and services and the letting of any construction contract for the Board.

1. All purchases will be made through and by the Office of Procurement and Contracts, except as otherwise provided in this Manual or exempt by ordinance, resolution, or other Board action.
2. It is unlawful for an employee to order the purchase of any goods or services or make any contract, other than through the Office of Procurement and Contracts, without prior written authorization of the Board or as specifically delegated herein. Any Purchase Order or contract made contrary to this restriction and the provisions of this Procurement Manual shall not be approved and the Board shall not be bound thereby.
3. Materials are not to be received, and no work or services are to be authorized or commenced prior to having a fully executed contract, task order, or purchase order.
4. No contract, purchase, or group of requisitions shall be subdivided to avoid the competitive procurement requirements contained herein.
5. Acceptance of gifts or gratuities, other than advertising novelties of nominal value, is strictly prohibited. No employee shall become obligated to any vendor and shall not conclude any Board transaction from which they may personally benefit. If items are received, first do not accept/attempt to give back and if you are unable then bring the item(s) to Human Resources for proper handling.
6. No employee of the Board shall obligate the Board when, or if, that employee may derive income or benefit other than those provided as compensation from the Board for their employment.
7. No employee shall either directly or indirectly purchase, rent, or lease any realty, goods or services for the Board from any vendor of which the employee or the employee's spouse or child is an officer, partner, director or proprietor or in which the employee, or employee's spouse or child, or any combination of them, has a material interest.
8. No employee or their family may receive any special benefit from any contract or purchase made by or on behalf of the Board of County Commissioners unless the benefit is available to all board employees or families or provides the same benefit to members of the public generally.

Requisitions

The requisition serves to inform the Office of Procurement and Contracts of the needs of the user department/division and to correctly define the goods or services requested. In addition, the authorized requisition signifies authority to charge a specific fund, cost center, account number, and project, when applicable, and verification that there are sufficient funds available in the account specified. This process, which includes the Department Director, also authorizes payment when the goods or services are properly received.

Authority

Authorization to access the County's online requisition system will only be given to employees approved by their Department Director. A Request for Authorization to Access Online Requisition and Approval must be completed to be granted access to perform this process.

The requisition/purchase order process includes the following levels of review and approval:

1. The Approved Requisitioner for the Department/Division is responsible for ensuring that sufficient funds exist within the cost center, account, and project (if applicable) and for ensuring that the

appropriate procurement method has been followed and that all required documentation is obtained and attached to the requisition.

2. The Department Director is responsible for certifying that sufficient funds exist within the cost center, account, and project (if applicable) and authorizing the expenditure for the purchase. In addition, the following will apply:
 - a. Fleet is responsible for reviewing and authorizing all fleet related purchases.
 - b. Innovation Technology is responsible for reviewing and authorizing all technology-related purchases.
3. The Office of Procurement and Contracts is responsible for reviewing requisition to ensure that they are properly coded and procured in accordance with purchasing procedures.

Office of Procurement and Contracts Responsibilities

1. To provide training to approved requisitioners on the proper procedures to requisition goods and services.
2. To review, pre-audit, and reject, prior to processing, any requisitions that are:
 - a. Incomplete or inaccurate.
 - b. Unauthorized.
 - c. In violation of Board policy.
3. To process all requisitions in accordance with the purchasing policies and procedures contained herein, with the least possible delay.
4. To ensure that minimum insurance requirements have been met when applicable.

User Department/Division Responsibilities

1. To identify anticipated requirements in advance, keep the Office of Procurement and Contracts advised of any abnormal demands, and involve the Office of Procurement and Contracts at the time those needs can be defined and acted upon in a timely manner.
2. To write generic specifications and a clear and accurate description of goods or services to be purchased and the purpose for which they are intended. Items that require a technical background request the assistance of the Office Procurement and Contracts.
3. To verify that funds are available and that requisitions are properly coded to the fund, cost center, account number, and project, when applicable. If the account number is incorrect, the Office of Procurement and Contracts may modify or reject the requisitions.
4. To enter requisitions in the Board's online requisition system for all purchases, allowing amply time for the Office of Procurement and Contracts to process the Purchase Order and for the vendor to deliver.
5. To cooperate with the Office of Procurement and Contracts by reporting vendor complaints, in writing.

Process

1. A Request for Authorization to Access Online Requisition and Approval must be completed to have access to enter or approve online requisitions.
2. Requisitions should be prepared far in advance to permit the Office of Procurement and Contracts to process the purchase order and to allow sufficient time for deliveries to be made.
3. If funding is not available, a requisition cannot be completed until a budget transfer or amendment is approved by the Financial Services Director, County Administrator, or Board, where applicable.
4. Under the board's online requisition system, the approval process for requisitions is handled electronically. Prior to being converted to a Purchase Order, all requests are reviewed and approved by Purchasing staff.

Purchase Orders

A purchase order authorizes a vendor to ship goods or perform services and subsequently invoices the Board for the stated amount of the purchase order.

Issuing of Purchase Orders

A computer-generated purchase order will be issued:

1. Upon receipt of a properly authorized requisition.
2. After receiving quotes, bids, or proposals.
3. After receiving proper insurance, when applicable.
4. After Board approval or contract execution, when applicable.

Issued By

1. Only the Office of Procurement and Contracts is authorized to issue purchase orders.
2. The Office of Procurement and Contracts will issue a purchase order for all properly authorized and executed contracts that have been generated from the procurement process, referencing the executed contract number.
3. The request department/division shall place the order with the respective vendors **only after** the purchase order has been issued.

Change Orders

When a change to a purchase order is required:

1. The requesting department/division must submit a completed “Change Order Request” form to the Office of Procurement and Contracts to request the change.
2. Change orders shall not be used to circumvent any purchasing procedures by issuing a purchase order for an amount below a certain threshold, then requesting a additive change order. A request for a change order shall initiate a review of the situation to ensure that the vendor making the request intended to circumvent the purchasing procedure or was negligent in submitting a bid or proposal. If the review is credible, the vendor may rebut the presumption with competent substantial evidence. Absent this evidence, the vendor risks ramifications permissible by law and/or policy. Change orders will not be approved for modifications that are outside of the intended scope of the contract or which would cause a cardinal change in the scope of the contract.
3. Types of changes orders include:
 - a. Emergency Change Orders: Changes which were not detectable prior to implementation of the work require immediate attention to prevent costly delays and/or a threat to public safety and welfare. If the amount exceeds the Bid threshold, the work should be performed to correct the emergent problem, together with an update to the Board at its next scheduled meeting.
 - b. Unit Modifications: These are limited to those items for which a unit price was included in the original Bid and contract.
 - c. Value Change Orders: Specifically relates to types of materials used, methods of construction, and/or design that will generate performance enhancement, cost advantage, address circumstances, or conditions that were not detected prior to the implementation of the work.
 - d. Corrections to clerical or technical errors.
 - e. Corrections to account numbers, within budget guidelines.
 - f. Change to price, quantity, or unit of measure.
4. The Office of Procurement and Contracts shall have the authority to accept or reject proposed changes where they affect any outside vendor or purchasing transaction that has already been agreed upon.

5. Any disputes will be referred to the County Administrator.

Change Orders for Construction Projects

1. Deductive change orders that do not change the Board approved outcome and additive change orders, or unit modifications, that do not exceed the County Administrator approval threshold and are within the project's budget, may be authorized and approved if submitted by the Project Manager, in writing, to the County Administrator. The Project Manager may NOT be the approving authority.
2. Deductive change orders that do change the Board approved outcome and additive change orders, or unit modifications, that do exceed the County Administrator approval threshold and/or are not within the project's budget, require Board approval. The Project Manager shall prepare an agenda item to request approval from the Board.
3. Increases or decreases in contract completion time resulting from approve change orders shall be documented and included as part of the change.
4. A change order shall not be divided into small change orders to avoid Board approval requirements.
5. A "Change Order Request" form shall be submitted to the Office of Procurement and Contracts by the department/division upon final approvals.

Cancellation of Purchase Orders

When a requesting department/division determines that a purchase order needs to be cancelled, a request form shall be submitted to the Office of Procurement and Contracts with a statement indicating the reason for cancellation. The requesting department/division shall notify the vendor of the cancellation, if applicable.

Exceptions and Exclusions to Purchase Order Requirements (Direct Pay)

1. Abstracts for titles of Real Property, title work, and appraisals.
2. Advertisements and Legal Notices
3. Art and Artistic Services
4. Communication Services (i.e. internet service providers, phone and cellular services)
5. Court Costs
6. Court Orders
7. Job-related travel, seminars, tuition, registration, and training
8. Legal Settlements
9. State and Federal Lobbying Services
10. Medical Bills
11. Memberships in Trade or Professional Organizations
12. Legal Services including Paralegal Services, Expert Witnesses, Court Reporters
13. Payment to other Constitutional Offices
14. Postage and Common Carrier Shipments (i.e. Federal Express, UPS, DHL)
15. Public Records from other Government agencies (i.e. FDLE background checks, Freedom of Information Act (FOIA) requests, Florida Public Records, etc.)
16. Purchase of Real Property, including Closing Services
17. Purchasing Card purchases
18. Reimbursable Interdepartmental purchases
19. Subscriptions for Periodicals
20. Title Insurance
21. Travel Reimbursement (per Travel Policy)
22. Utilities (i.e. cable, electric, water, sewer)

23. Purchases under \$2,500.00

Terms and Conditions

The Terms and Conditions of purchase orders shall be available to review and print on the County's website: <https://flaglercounty.gov/po-terms>. Each purchase order shall reference the link to the document and shall include the following statement: "THE TERMS AND CONDITIONS DOCUMENT IS AVAILABLE VIA E-MAIL UPON WRITTEN REQUEST".

Payment Procedures

The Board hereby establishes this Prompt Payment Policy in accordance with the Local Government Prompt Payment Act; provided however, that this Prompt Payment Policy shall supersede the Local Government Prompt Payment Act to the extent the standards of this Prompt Payment Policy are more exacting. Unless federal regulations or grant provisions require otherwise, the County may retain 5% of each payment of construction contracts in excess of \$200,000 and later release the retainage in accordance with Section 255.078, Fla. Stat.

This Prompt Payment Policy applies to all operations of the Board.

Prompt Payment Policy

The Flagler County Board of County Commissioners ("Board") reaffirms its commitment to ensuring that vendors and contractors who provide goods and/or services requisitioned by the Board and its employees for Flagler County, a political division of the State of Florida ("County"), receive payment for such goods and/or services on a timely basis pursuant to this Prompt Payment Policy and the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes ("Local Government Prompt Payment Act"). This Prompt Payment Policy is adopted in an effort to:

1. Provide requirements to ensure that the County issues prompt payment of a proper invoice to a vendor or Contractor.
2. Provide requirements for action by the County upon receipt of a payment request or invoice.
3. Provide invoice requirements for vendors and contractors to ensure invoices contain sufficient detail.
4. Establish and provide procedures for the dispute resolution process with vendors and contractors concerning payment requests and invoices.

Authority

The Board hereby delegates to the County Administrative, or his/her designee, the responsibility for execution of this Prompt Payment Policy.

Requirements for a Proper Invoice

The requirements of a proper invoice shall be set forth in the agreement or contract governing the purchase. However, no invoice shall be considered a Proper Invoice unless the invoice is an original invoice that is delivered to the Board in accordance with the contract, agreement, or purchase order and sets forth the following information:

1. The invoice shall set forth the name, address, and phone number of the business organization that is recited in the County purchase order.
2. The invoice set forth the date of its preparation.
3. The invoice shall set forth an identifying number to facilitate identification of the invoice.
4. The invoice shall set forth a description of the goods or services to include service dates, when applicable, or property provided to the County.

5. The invoice shall set forth the part or item number for each item or part delivered.
6. The invoice shall set forth the quantity of the goods or services or property provided to the County.
7. The invoice shall set forth the unit price of the goods or services or property provided to the County.
8. The invoice shall set forth the extended total price of the goods or services or property provided to the County.
9. The invoice shall set forth all applicable charges and discounts.
10. The invoice shall not request or charge sales tax.

Receipt of Payment Request or Invoice

All payment requests or invoices received by the Board shall be marked as received on the date on which it is delivered to the agent, employee, facility, or office of the Board designated in the contract, agreement, or purchase order, or, if otherwise undesignated, the payment request or invoice shall be delivered to:

Flagler County Board of County Commissioners
1769 E. Moody Blvd, Bldg. 2
Bunnell, FL 32110

Issuance of Payment

1. All payments will be charged against the respective purchase order, where applicable.
2. Payments will not be processed against a statement.
3. When invoices, credit memos, etc., are received by a department, the department/division shall certify that any equipment, supplies, or services have been received and meet accuracy, quantity, quality, and condition.
4. Always check the invoice price and compare it to the purchase order or contract amount to ensure it is billed correctly.
5. Promptly post the items or services against the purchase order.

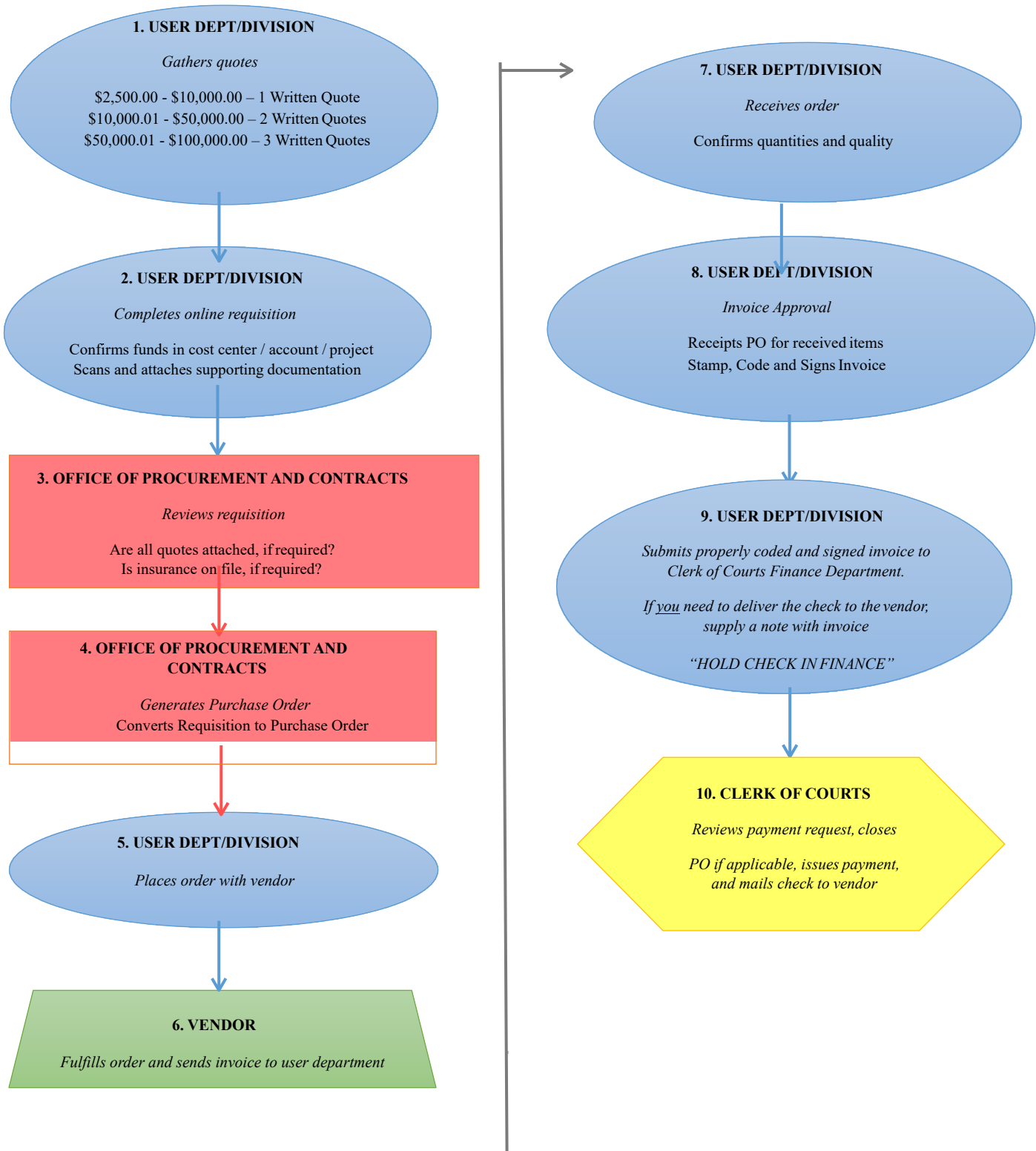
Request for Payment without a Purchase Order (After the Fact)

1. Purchases without a purchase order are not consistent with the procedure, and are discouraged; however, rare exceptions may occur. Abusers of this process will be reported to the County Administrator.
1. Violations of this policy will subject the offending party to disciplinary action in accordance to Flagler County's Personnel Rules and Regulations.
2. The department/division that made the purchase must submit the proper form, as described below, for a series of approvals that include the Budget Office, the Office of Procurement and Contracts, and the County Administrator. Approval from the Board of County Commissioners is required prior to payment when the purchase without a purchase order exceeds \$10,000.00, unless outlined in approved budget or prior approval by the Board.
 - a. Complete a "Request for Payment without a Purchase Order" form and attach the invoice.
 - b. Submit the documents to the Budget Department as the first step in the approval process. The documents will continue through the Office of Procurement and Contracts, County Administrator, and the Board (if applicable) for approvals.
 - c. If all authorities approve, the invoice may be submitted for payment. If not, additional justification or steps may be required.

Purchase Order Follow Up

All purchase orders shall be maintained by the associated department/division.

REQUISITION AND PURCHASE ORDER PROCEDURE



SECTION 5. AUTHORITY

General Authority

The authority for the commitment of goods and services, including but not limited to, purchase orders, task order authorizations, contracts, and contract amendments, is listed below:

1. Less than \$50,000 – Procurement and Contract Services Manager
2. \$50,000.01 < \$100,000 – County Administrator
3. \$100,000 or more – Board of County Commissioners; will be presented to the Board for approval and executed by the Chair of the Board or the Vice-Chair in the Chair's absence.

Important Considerations:

1. When determining the commitment amount, the entire value must be considered. For example, if the annual price for ongoing services is \$20,000, and the term is 5 years, it is considered as a \$100,000 commitment.
2. Board appropriations for an item(s) still requires the appropriate procurement process to be followed. For example, if the Board approves \$100,000 for a new generator as part of their adopted budget, the actual purchase information (e.g., vendor purchase agreement/contract, etc.) still needs to be brought to the Board.
3. Expenditures are applied **per vendor, not an individual department's expenditure with that vendor**. For example, if Department A spends \$95,000 with Vendor A and Department B wishes to spend \$5,000 with Vendor A, a contract/agreement must be approved by the Board to address that purchase and any further purchases with Vendor A.
4. As determined by the County Administrator, any purchase of goods or services that are not typical of or necessary for County operations and management and/or were not approved in the budget may require Board approval.
5. For Board-approved contracts or purchase orders, the County Administrator may approve cumulative change amounts totaling less than 10% of the contract or purchase order total based on Board's most recent approval.

No employee outside of Procurement and Contract Services Manager, Financial Services Director, County Attorney (for legal service-related agreements within budget), County Administrator or Chair) shall have the authority to execute or electronically submit authorization/approval for orders, contracts, agreements, grants, or any other form of commitment, regardless of dollar value. The exception to this authority relates to commitments within the current fiscal year for advertisements for Aviation, Economic Opportunity, and Tourism. Directors of such Departments may authorize advertisements that are less than \$100,000 and are included in their current annual budget for this purpose.

The Procurement and Contract Services Manager has the authority to delegate commitment approval to members of the Purchasing Staff. The staff member possessing delegated commitment approval may approve and sign provided that their authority cannot equal or exceed the commitment approval levels of the Procurement and Contract Services Manager. The delegated authority will be by memo signed by the Procurement and Contract Services Manager.

Signature Authority

The Financial Services Department shall maintain signature authorities for expenditure related approvals through the Approval Process Authorization. These authority levels are tied to the current financial system and workflow components. In addition to expenditure-related approvals, all forms, including but not limited to, after-the-fact justifications, emergency, and single/sole source requests shall be signed by the appropriate authority level.

SECTION 6. PROCUREMENT OF GOODS AND SERVICES

General

1. A small purchase is any purchase authorized to be made outside the formal competitive procurement process, if less than \$100,000.
2. The Purchasing Card is the preferred method of payment for all purchases less than \$2,500. refer to Section 9 for Purchasing Card procedures.
3. Purchases shall not be made when annual expenditure is anticipated to be more than \$100,000.00.
4. The user department/division will obtain necessary quotes from vendors as required.
5. Purchases shall not be divided to avoid any of the purchasing requirements outlined herein. The total value of the purchase (the entire need) must be considered when determining the source selection method.
 - a. For Purchase Orders: the use of two (2) or more purchases to obtain goods or services costing less than \$100,000 is prohibited.
 - b. For Purchasing Card transactions: the use of two (2) or more purchases to obtain goods or services costing less than \$2,500 is prohibited.
 - c. Purchases shall not be divided because the purchased goods or services are being charged to different cost centers or allocated to different equipment.
6. Preferential treatment of any vendor is strictly prohibited.
7. The Office of Procurement and Contracts will monitor purchases and alert Department Directors of any violations. The Office of Procurement and Contracts will also monitor repetitive purchases, which lend themselves to recurring contracts.
8. Violation of procedures in the use of purchases will result in the withdrawal of the delegated authority and disciplinary action in accordance with the Board's Personnel Rules and Regulations.

Procedures

1. Purchases of less than \$2,500 will be made using good purchasing practices. Good purchasing practices are buying practices that ensure the County receives the best value for its money. This includes purchasing from known vendors that have the item in stock and/or have already proven their pricing is lower than their competitors'.
2. Purchases at \$2,500 but less than \$10,000 require one (1) Written Quote. The quote must be internally documented. If a quote cannot be obtained, the department/division must include proof of attempt to obtain quotes.
3. Purchases of \$10,000 but less than \$50,000 require two (2) Written Quotes. The quotes must be internally documented. If two (2) quotes cannot be obtained, the department/division must include proof of attempt to obtain quotes.
4. Purchases of \$50,000 but less than \$100,000 require three (3) Written Quotes. The quotes must be internally documented. If three (3) quotes cannot be obtained, the department/division must include proof of attempt to obtain quotes.
5. Purchases of \$100,000 and greater require formal procurement. Refer to Section 13.
6. Efforts shall be made to solicit local vendors and MBE/WBE/VBE's pursuant to Section 16.
7. The Board's online requisition system must be utilized. Approval routes will follow the pre-determined path.
8. A purchase order will be issued by the Office of Procurement and Contracts. The department/division requesting the requisition will send the purchase order to the vendor or make further arrangements.

9. Department Directors or their designees should obtain the appropriate insurance certificates for the purchase of services for the Board. All insurance certificates must be filed with the Office of Procurement and Contracts at the time of requisition.
10. The Office of Procurement and Contracts shall complete and submit Acquisition Forms signed by the Department Director for all purchases of capital-related items.

Exceptions and Conditions

Although small purchases are defined as purchases less than \$100,000, there are additional guidelines that govern the procedures for some purchases. Those guidelines are as follows:

1. For software, computer, or technology related purchases, contact the Innovation Technology (IT) department prior to requesting quotes. No IT related items shall be purchased without the consent of the IT Director or designee.
2. For fleet/rolling stock used in conjunction with operations, contact the Fleet department prior to requesting quotes.
3. Travel-related expenditures must be in accordance with the County's Travel Policy.
4. Expenditures made under the County's Public Purpose Expenditure Policy must be in accordance with the Procurement Manual.

Asset Purchases

All asset purchases with a value of \$5,000.00 or more must be procured through the Office of Procurement and Contracts. This policy ensures that purchases are competitively sourced, properly documented, and aligned with County financial procedures.

This policy applies to all Flagler County departments, divisions, and offices engaged in the acquisition of tangible capital assets.

Initiation of Request

Departments must submit a completed an Intake Request through Opengov to notify the Office of Procurement and Contracts with detailed specifications of the asset to be acquired. Justification for the asset, specifications and applicable budget codes must be included.

The Office of Procurement and Contracts will issue a Request for Quotation (RFQ) through Opengov. The RFQ will be open for a minimum of 10 calendar days to ensure fair and open competition. Procurement will ensure specifications are clearly defined and consistent with County needs.

At the close of the 10-day RFQ window, all timely responses will be reviewed and evaluated. The award will be based on offers received to the most responsive and responsible vendor that offers the best value to the County, considering price, compliance with specifications, delivery timeframes, and vendor reliability.

Once the award has been finalized, a Purchase Order (PO) must be generated. During requisition entry into the financial system, the requesting department must obtain an FCID tag number from the Office of Procurement and Contracts to proceed with the request.

Upon PO approval, the Asset Activity Form and the FCID tag will be issued to the department. The designated Property Custodian is responsible for affixing the tag to the asset in a visible location and

confirming receipt. All asset details will then be entered into the County's asset management system and forwarded to the Finance Department of the Clerk's Office for official recordkeeping.

All departments are required to comply with this policy. Unauthorized purchases or failure to follow this process may result in delays, non-compliance findings, or budgetary impacts.

SECTION 7. SINGLE SOURCE PURCHASES

It shall be the policy of the Board that single source purchases be permissible in instances where the conditions and circumstances necessitate the need for a particular product or service which is available from one source.

Purchases of goods or services from a single source are exempt from competitive procurement requirements upon approval of a Single Source Purchase Request.

Single Source purchases may be requested when any of the following apply:

1. Only one product or service will produce the desired results, and that product or service is available from only one vendor.
2. The product or service is a component, repair, replacement part, or service on or for existing equipment for which no commercially available substitute exists and the product or service can only be purchased from the manufacturer or its sole distributor.
3. Additional unanticipated goods or services are needed to complete an ongoing task.

Commodities or contractual services available only from a single source may be accepted from the competitive-solicitation requirements. If an agency believes that commodities or contractual services are available only from a single source, the agency shall electronically post a description of the commodities or contractual services sought for at least 15 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the agency, after reviewing any information received from prospective vendors that the commodities or contractual services are available only from a single source, the agency shall provide notice of its intended decision to enter a single-source purchase contract in the manner specified per FS 287.057.

A request for a proprietary item does not justify single source procurement if there is more than one potential vendor (e.g., multiple distributors) for the item sought.

If submittals are received, the Procurement and Contract Services Manager and user department/division will review them. If after reviewing the decision is made that no submittals meet the specified requirements, the Procurement and Contract Services Manager may proceed with the single source purchase. If it is found that the information submitted indicates that the product or service being requested can be provided by other vendors and Invitation to Bid or Request for Proposals will be issued.

Authority

The Procurement and Contract Services Manager has the authority to approve Single Source purchase requests.

SECTION 8. STANDARDIZATION

It shall be the policy of the Board that standardization of equipment and supplies shall be permissible in instance where it allows the Board to capitalize on purchasing economies and provides other benefits such as maintenance efficiency, spare parts consolidation, or interchangeability.

Examples where standardization may be beneficial include, but are not limited to, information technology equipment, telephone and radio equipment, and firefighting equipment.

Standardization of materials, equipment, or services shall not be used to circumvent the policies and procedures contained within this Manual.

Authority

The County Administrator has the authority to approve Requests for Standardization, following review and recommendation by the Procurement and Contract Services Manager.

Procedure

To obtain approval for standardization of supplies or equipment, the request Department Director must submit a Request for Standardization to the Procurement and Contract Services Manager. The request must include sufficient justification. Justification could be based on issues such as, but not limited to, purchase economies, safety considerations, training, and maintenance economies.

The Procurement and Contract Services Manager will review and either reject or concur with the request.

Requests rejected by the Procurement and Contract Services Manager will be returned to the request department/division and normal procurement procedures will be followed.

If the Procurement and Contract Services Manager concurs with the request, it will be forwarded to the County Administrator for review.

Requests rejected by the County Administrator will be returned to the Office of Procurement and Contracts and normal procurement procedures will be followed.

Requests approved by the County Administrator will be returned to the Office of Procurement and Contracts. Future purchases for the approved supplies or equipment may be purchased in accordance with the adopted standard specifications. The standard specifications shall be used to obtain quotes, bids, or proposals as appropriate.

SECTION 9. PURCHASING CARD (P-CARD)

The Purchasing Card Program is designated to simplify the procurement and payment process for low-dollar non-contract purchases.

Purchasing Cards may be issued to individual employees who frequently purchase approved goods or services, allowing them to purchase directly from vendors who accept credit cards. Each P-Card will be issued to a name employee of the Flagler County Board of County Commissioners, and Flagler County will be clearly shown on the card as the buyer of goods and services.

When the vendor at the point of sale requests a purchase authorization, the Purchasing Card System will verify the transaction against preset limits. Transactions will be approved or decline electronically based on these preset limits, which are established through profiles that contain single purchase and monthly spending limits and approved merchant category codes. Any changes to a Cardholder's profile must be submitted in writing by the appropriate Department Director to the P-Card Administrator.

All questions or concerns should be addressed to the P-Card Administrator.

Authority

1. Procurement responsibility is delegated to the department/division, allowing an authorized Cardholder to place an order directly with a vendor for purchases up to \$2,500.00.
2. The Office of Procurement and Contracts will administer the P-Card program and monitor the performance of the P-Card program.
3. The P-Card Administrator, Procurement and Contract Services Manager, or County Administrator has the authority to revoke P-Card privileges at any time and for any reason.
4. P Card holders with a higher limit can go above the \$2,500.00 limit on a single purchase if the asset policy is not violated. No assets may be purchased using a P Card.

Responsibilities

Cardholder

1. Hold the card, card number, and pin number and keep them secure. Keep the pin number separate from the P-Card.
2. Purchase goods and services within the preset limits.
3. Receive and inspect goods and services purchased with the P-Card.
4. Obtain appropriate receipts.
5. Identify and handle disputed charges, including sales tax charges.
6. Submit receipts daily to Reconciler.

Reconciler

1. Enter all charges into the P-Card application within ten (10) working days from the date of purchase.
2. Review validity of all transactions; attach receipts to transaction and signoff on the electronic transaction certifying charges.
3. Immediately notify P-Card Administrator and Department Director of any violations or discrepancies.
4. Review transactions with the Cardholder's supervisor when necessary.
5. Assist Cardholder with identifying and handling disputed charges, including sales tax charges.
6. Comply with all purchasing and P-Card procedures.

Department Director

1. Submit a properly executed Purchasing Card Authorization Form to the P-Card Administrator when requesting the issuance of a Purchasing Card to an employee.
2. Review transactions and verify that all charges are appropriate, receipts are attached, sales tax was not charged, and expenses are coded to the proper cost centers and accounts.
3. Notify P-Card Administrator of any violations or discrepancies.
4. Ensure compliance with all purchasing and P-Card procedures.
5. Collect cards from Cardholders and immediately notify the P-Card Administrator of separated employees.

P-Card Administrator

1. Recommend updates to this Section of the Procurement Manual, as necessary.
2. Approve/disapprove requests for P-Cards, establish profiles, and issue and cancel P-Cards.
3. Maintain the card management program.
4. Review card usage for inappropriate use and notify Department Directors of any violations.
5. Assist Cardholder and/or Reconciler in resolving billing and vendor disputes, as necessary.
6. Ensure compliance with all purchasing and P-Card procedures.

Assignment and Control of the Purchasing Card

Request for and Issuance of P-Cards

1. The Department Director will make requests for new Cardholders or for changes to current Cardholders by submitting a written request to the P-Card Administrator. Requests for new P-Cards shall be made using the Purchasing Card Application & Acceptance form. Requests for changes to existing P-Cards may be made via memo or e-mail.
2. When the P-Card Administrator receives a P-Card from the issuing card company, the following statement will be printed on the back of the card: SEE DRIVERS LICENSE.
3. The Cardholder will be required to personally attend P-Card training prior to receiving the card and signing a Cardholder Agreement.

Lost or Stolen Cards or Card Numbers

1. If a P-Card is lost, stolen, or misplaced, the Cardholder must immediately notify the issuing card company (24 hours a day, 365 days a year), their Department Director, and the P-Card Administrator of the loss.
2. The Cardholder must report all information necessary and complete all forms required to reduce the liability to the County for a lost or stolen card or card number and shall work with any law enforcement agency in prosecuting theft.
3. Failure to promptly notify the issuing card company of the theft, loss, or misplacement of the P-Card could make the County and/or Cardholder responsible for any fraudulent use of the P-Card and result in loss of privileges and/or disciplinary action in accordance with Flagler County's Personnel Rules and Regulations.

Termination of Employment or Transfer of Cardholder

1. When an employee ends their employment by the Board, the Department Director shall ensure that receipts have been collected for all P-Card transactions, collect the P-Card and destroy it. Additionally,

the Department Director shall immediately notify the P-Card Administrator by telephone or e-mail. The P-Card Administrator will ensure that the card is cancelled.

2. A Cardholder who fraudulently uses the P-Card before or after the end of their employment by the Board will be subject to legal action.
3. When an employee transfers to a different department/division the P-Card account may be transferred to the new department/division with the appropriate authorization of the new Department Director. The new Department Director must notify the P-Card Administrator so the master file can be updated. If it is determined that the employee will not require a P-Card in his/her new position, the Department Director will collect the P-Card, destroy it, and notify the P-Card Administrator so the P-Card can be cancelled.

Training

Before being issued a P-Card, the employee must complete P-Card training. Employees will have the opportunity to ask questions regarding the use of the P-Card during that training.

Cardholder Use of P-Card

Cardholder Use Only

1. Only the employee whose name is embossed on the card shall use the P-Card. No other person is authorized to use the P-Card. The Cardholder is responsible and accountable for all transactions that occur on their P-Card.
2. Loaning a P-Card to someone or giving them a P-Card number to use to make a purchase will result in disciplinary action in accordance with Flagler County's Personnel Rules and Regulations and possible cancellation of the P-Card.

County Purchases Only

1. The P-Card is to be used for authorized purchases only.
2. The P-Card shall not be used for personal use. Any personal use will require immediate reimbursement and may result in disciplinary action in accordance with the Flagler County's Personnel Rules and Regulations.

Spending Limits

1. A single purchase limit of \$2,500.00 is generally established for small non-stocked goods, services, travel (pursuant to Travel Policy), etc.
2. The P-Card Administrator may establish different limits for each Cardholder, as recommended by the Cardholder's Department Director. Requests for profile changes must be submitted in writing to the P-Card Administrator by the Department Director. Requests from others will not be considered.
3. Charges for purchases shall not be split to stay within the single purchasing limit. Splitting charges will be considered abuse of the P-Card Program and may be disciplined in accordance with the Board's Personnel Rules and Regulations and possible cancellation of the P-Card.

Other Conditions

1. All items purchased over the counter must be immediately available. No back ordering is allowed.
2. The vendor must deliver all items purchased by telephone or online within the 30-day billing cycle. The order should not have been placed without this assurance.
3. All deliveries must be to a county facility. No deliveries shall be made to any other address without prior written approval from the P-Card Administrator.

Travel

1. The Board's Travel Policy applies to all travel-related transactions. The Travel Policy reporting requirements are in addition to the P-Card requirements.
2. The Board's Authorization to Travel shall be approved PRIOR TO incurring any travel related expenditures.
3. After the travel has been approved and completed, the P-Card transaction(s) shall be referenced on the Travel Reimbursement Request form.

Prohibited Uses of Purchasing Cards

The following types of purchases are prohibited with a P-Card, regardless of the dollar amount, unless specifically authorized by profile, the P-Card Administrator or Procurement and Contract Services Manager.

1. Cash advances.
2. Alcohol or prescription drugs.
3. Meals, beverages, or gratuities, unless authorized in Public Purpose Expenditure Policy.
4. Personal recreation and entertainment, unless authorized in the Public Purpose Expenditure Policy.
5. Services that require onsite visits, when insurance is not on file in the Office of Procurement and Contracts.
6. Capital items, assets over \$5,000.00.
7. Travel expenses, unless authorized in the Travel Policy.
8. Informal employee recognition.
9. Fueling of County vehicles when there is opportunity to utilize the County fuel site, or a County issued Fuel Card.
10. Non-approved IT items.

Procedures for Making and Paying for Purchases

Documentation of Purchases

1. When a purchase is made, the Cardholder must obtain the customer's copy of the charge slip and an original receipt/invoice.
2. The Cardholder must submit the charge slip and original receipt/invoice to the Department Reconciler. All receipts must detail the items purchases.

Sales Tax

1. The County is exempt from paying any State of Florida sales tax. This exemption applies to some other states as well. If the vendor charges sales tax, the Cardholder must contact the vendor and obtain credit equal to the amount of the sales tax charged.
2. Flagler County's sales tax exemption number is printed on the face of the P-Card. If a Cardholder has a problem with any vendor regarding sales tax they should contact the P-Card Administrator.

Missing Documentation

1. If a receipt is lost, the Cardholder is responsible for requesting a duplicate from the vendor. If unsuccessful in obtaining a duplicate receipt, the Cardholder must prepare a signed justification indicating the item(s) purchased, the date of purchase, and the merchant's name.
2. The Cardholder, Department Director, and P-Card Administrator must sign a letter of justification prior to signing off on the transaction.

3. Failure to promptly provide that justification may result in disciplinary actions in accordance with Flagler County's Personnel Rules and Regulations, and the employee may be required to reimburse the Board for the undocumented expense.
4. Continued incidents of missing receipts may result in the cancellation of the card and the employee may be required to make payment for the transaction(s).

Payment and Invoice Procedures

1. The issuing card company will notify Reconcilers when a transaction has been posted.
2. The Reconciler must review the transaction and identify any errors or disputes.
3. The Reconciler will then attach receipts, code the transaction to the appropriate cost center, and electronically sign off on the transaction. By signing the transaction, the Cardholder is certifying that:
 - a. The goods or services charged were received.
 - b. All charges are appropriate and authorized.
 - c. Receipts have been attached for all charges.
4. For all travel related purchases, a copy of the approved Travel Request Form and the schedule of events or syllabus must be attached to the Cardholder's transaction.
5. The transaction will then be reviewed by the Department Director. The Department Director will sign the Cardholder transaction, and the transaction will be electronically forwarded to the Clerk's Finance Department.
6. Department Directors will be notified by the P-Card Administrator when transactions are not processed in the allotted time. Continued failure to meet the deadlines will result in disciplinary action in accordance with the Flagler County's Personnel Rules and Regulations and possible cancellation of the P-Card.

Review of Purchases by Department/Division

Authority

1. Because of their knowledge of the job responsibilities and requirements, Department Directors are required to ensure that each purchase using a P-Card was made in an appropriate manner and that the use complies with purchasing and P-Card procedures.
2. When purchases are questioned, the Department Director will be responsible for resolving the issue with the Cardholder. If the Department Director is not satisfied that the purchase was necessary and for official use, the Cardholder must provide either a credit voucher proving the item(s) was/were returned for credit, a personal check made payable to the Flagler County Board of County Commissioners for the full amount of the purchase, or cash reimbursement. Reimbursements must be sent to the Clerk's Finance Department with a written explanation. A copy of the reimbursement receipt and explanation must be attached to the transaction.

Returns/Exchanges

1. The Cardholder is responsible for managing all returns and exchanges and for ensuring that proper credit is received for returned items.
2. If goods purchased with the P-Card are defective, the Cardholder must return the goods to the vendor for replacement or credit. If the service for which payment was made with a P-Card is unsatisfactory, the vendor must be notified and asked to correct the situation or provide credit.
3. Cash refunds shall not be permitted.
4. A pattern of frequent returns or exchanges, which may indicate improper or inaccurate initial product selection, will be reviewed by the P-Card Administrator, and may result in loss of privileges for the Cardholder.

Disputes/Unauthorized Charges

1. If the vendor refuses to replace or correct the defective product or unsatisfactory service, the purchase will be considered in dispute. The Cardholder must immediately notify the P-Card Administrator and contact the issuing card company to dispute the charge.
2. If a suspicious charge appears in the transactions list, the Cardholder and/or Reconciler must immediately notify the P-Card Administrator and contact the issuing card company to dispute the charge.
3. It is essential that the time frames and documentation requirements established by the issuing card company be followed to protect the Cardholder's and County's rights in the dispute process.
4. A disputed item must be explained with a note on the Cardholder's transaction before the transaction is signed off by the Reconciler.
5. When the dispute is resolved, the charge will either be credited (if the charge was improper) or charged to the County (if research shows the charge was valid).

Violations

1. The P-Card Administrator monitors the usage of Purchasing Cards and the appropriateness of their use. Inappropriate use counts as a violation and the Cardholder's supervisor will be notified. The Cardholder may be subject to disciplinary action in accordance with the Flagler County's Personnel Rules and Regulations and/or have P-Card privileges revoked.
2. Examples of violations include, but are not limited to:
 - a. Personal use
 - b. Split transactions
 - c. Purchase of restricted items
 - d. Repetitive sales tax charged, regardless of credit request reimbursement
 - e. Late paperwork
 - f. Missing paperwork or receipts
3. The County Administrator will be notified of repeat and/or severe violations.

Periodic Review, Annual Inventory and Audit

1. The P-Card Administrator will continually review P-Card activity and usage for compliance with these requirements.
2. Annually, the P-Card Administrator will conduct a physical inventory of P-Cards and prepare a report on the results of the physical inventory. Additionally, spot check inventories, of partial or whole department/divisions, may be held at any time, with or without prior notification.

SECTION 10. E-PROCUREMENT

It shall be the policy of the Board the e-procurement be permissible in instances where purchasing efficiencies can be identified and are less than \$5,000.

The Board intends to procure all goods and services at the best price, while treating all vendors fairly with an equal opportunity to do business with the County. In some cases, this can be accomplished through e-procurement.

E-Procurement of goods, equipment, or services shall not be used to circumvent the purchasing policies or procedures contained within this Manual.

Bidding on “Online Auctions” (i.e., eBay) is prohibited, unless approved by the Procurement and Contract Services Manager and County Administrator.

Procedure

If the user department/division finds an item that can be purchased on the Internet and the purchase is within the Purchasing Card threshold (less than \$2,500.00), the purchase may be made using the Purchasing Card as a method of payment. Refer to Section 9 of this Manual for Purchasing Card procedures.

If the amount of the purchase exceeds the Purchasing Card limit but is within the threshold (less than \$5,000) and quote procedures have been followed, the user department/division can contact the Office of Procurement and Contracts and request that the purchase be made by Procurement personnel.

SECTION 11. EMERGENCY PURCHASES

It is the policy of the Board that an emergency purchase is to be initiated only when unexpected circumstances occur that dictate immediate action to avoid conditions that would negatively impact public health or safety or to prevent damage to public property.

1. When emergency purchases are authorized, the requesting department/division should make the purchase to fix the immediate problem at the best possible price. Once the emergency is over, the department/division shall then go through the established procedures for approval (e.g., go to the Board).
2. Emergencies created through negligence are to be avoided.
3. Failure to anticipate normal needs, project deadlines or a desire to expend excess or remaining budgeted funds prior to year-end does not constitute an emergency.

Level 1 Emergency

1. An unforeseen situation in which there is a breakdown in County service and there is an urgent need to restore that service to avoid serious and adverse consequences affecting the life, health, welfare or property of the citizens of Flagler County; or
2. An unforeseen situation in which urgent measures need to be taken to avoid the possibility of risk of serious and adverse consequences affecting the life, health, welfare, property, or financial assets of Flagler County.
3. Lack of planning should not be the reason for having to declare a Level 1 Emergency.

Procedure

1. In an emergency the Procurement & Contracts Services Manager and/or County Administrator may authorize an emergency purchase and waive any purchasing requirements.
2. If an emergency occurs during normal business hours, the department/division must attempt to obtain appropriate authorization for the purchase by notifying the Office of Procurement and Contracts and submitting a request through normal procedures.
3. If an emergency occurs at night or on weekends or holidays, the Department Director may initiate independent action. Within three (3) business days after an emergency purchase has been made, the department/division must follow up with the preparation and submission of a requisition, with a written explanation of the circumstances calling for the emergency actions.
4. The fact that the purchase was an emergency purchase should be noted on the requisition. Upon receipt of the requisition, the Office of Procurement and Contracts will process it for a Purchase order.

Level 2 Emergency

When the Board has made a formal Declaration of Emergency, the purchasing policies and procedures are waived as set forth in the Declaration, allowing purchases that are applicable to the declared emergency to be made as expeditiously as necessary.

The purchasing policies and procedures are waived for allowing purchases that are applicable to the declared emergency to be made as expeditiously as necessary.

Acquisition Considerations

The following should be documented when making an emergency purchase:

1. Description of products or services being procured and expected amounts.
2. Explanation for the necessity of use (nature of emergency, specific conditions, etc.)

3. Timeframe for how long the non-competitively procured contract will be used for, the defined SOW, and the impact on the SOW if the non-competitively procured contract was not available for the prescribed amount of time.
4. Need to complete work within 90 days (or utilization of competitive procurement if extended)
5. Steps taken to determine that full and open competition could not be used.
6. Once the emergency is lowered, immediately begin the process of competitively procuring similar goods and services.

During EOC Activation, Section 252.505 of the State Statute will apply to the following:

- 252.505 Breach of contract during emergency recovery periods for natural emergencies.—Each state or local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term “emergency recovery period” means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

SECTION 12. COOPERATIVE PURCHASING PROGRAMS

It shall be the policy of the Board that the County participates in the cooperative purchasing programs that are found to provide cost savings to the County through economies of scale and reduction of administrative costs.

Joint Bidding

Joint bidding is a form of intergovernmental cooperative purchasing in which two (2) or more governmental entities agree on specifications and contract terms and conditions for a given item of common usage and combine their requirements for this item in a single Invitation to Bid or Request for Proposal. Once submittals have been received and discussed by the participating entities, each will administer their procurement process.

Authority

The Procurement & Contracts Services Manager shall have the authority to join with other governmental entities in joint bidding ventures where the best interests of the County will be served.

Procedures

The following procedures apply to Joint Bidding ventures:

1. A lead agency shall be designated to prepare and issue the Invitation to Bid or Request for Proposal on behalf of the participating entities.
2. The lead agency shall survey the participating entities for their requirements and prepare the specifications for the Bid for Proposal and a list of vendors for review by the participating entities.
3. Lead agency shall solicit, receive, open, and tabulate the Bids or Proposals.
4. Responses shall be evaluated based upon the specifications and criteria set forth in the Invitation to Bid and Bids received, or Request for Proposals and Proposals received, and a recommendation shall be made with respect to the award.
5. Each participating entity shall be responsible for issuing its own Purchase Order and making its own payments.

Any pre-award disputes related to the specifications or Bids/Proposal process shall be the responsibility of the Lead Agency.

Any disputes that arise after the award between a participating entity and the vendor shall be resolved by the entity and the vendor. This does not preclude participating entities from working together to resolve a common dispute.

Piggybacking and Cooperatives

The following procedures apply when piggybacking contracts:

1. The vendor must agree to extend the same terms and conditions of the contract, including pricing to the County. The method to achieve this is by completing the County's Piggyback Request Form available from the Office of Procurement and Contracts.
2. Purchases cannot be made against a contract that has expired. And all piggybacks expire on the end date of the original contract unless renewed/extended.
3. The Office of Procurement and Contracts must obtain the following documentation from the agency that issued the Invitation to Bid, Request for Proposal, or other solicitation:
 - a. A complete copy of the solicitation
 - b. Proof of competitive procurement (i.e., a bid tabulation if solicited by an ITB, a scoring matrix if solicited by an RFP, etc.)

- c. A complete copy of the awarded vendor's response to the solicitation.
 - d. Proof of award; and
 - e. The copy of the contract between the agency and the vendor, including all exhibits, attachments, addenda, and amendments.
1. The requesting department/division must document, in writing, that (i) the goods or services needed are within the scope of the original solicitation and contract, (ii) the scope meets the requesting department/division's needs and will not need to be expanded, and (iii) the pricing and terms are fair and reasonable.
 2. The Office of Procurement and Contracts will review the requesting department/division's written justification.
 3. Any purchase order issued shall refer to the awarding agency's Invitation to Bid, Request for Proposal or other solicitation and contract number.
 4. The use of piggyback contracts or any other method used to identify and procure goods and services must follow the purchasing authorization levels listed in Section 5 of this document to ensure the appropriate authority approves the purchase.

State of Florida Contracts

If the Office of Procurement and Contracts or requesting department/division identifies an existing State Contract that would meet the needs of the requesting department/division, that contract may be used in lieu of conducting a formal procurement.

1. The Office of Procurement and Contracts must obtain the following documentation from the Department of Management Services (DMS) Division of State Purchasing:
 - a. A complete copy of the solicitation
 - b. A complete copy of the awarded vendor's response to the solicitation
 - c. Proof of award
 - d. The executed contract if any, between the agency and the vendor, including all exhibits, attachments, addenda, and amendments.
 2. The requesting department/division must justify that (i) the goods or services needed are within the scope of the original solicitation and contract, (ii) the scope meets the requesting department/division's need and will not need to be materially expanded, and (iii) the pricing and terms are fair and reasonable.
 3. The office of Procurement and Contracts will review the requesting department/division's justification.
 4. Any purchase order issued shall refer to the State of Florida Contract number.
 5. The use of piggyback contracts or any other method used to identify and procure goods and services must follow the purchasing authorization levels listed in Section 5 of this document to ensure the appropriate authority approves the purchase.
1. The requesting department/division must justify that (i) the goods or services needed are within the scope of the original solicitation and contract, (ii) the scope meets the requesting department/division's need and will not need to be materially expended, and (iii) the pricing and terms are fair and reasonable.
 2. The office of Procurement and Contracts will review the requesting department/division's justification.
 3. Any purchase order issued shall refer to the State of Florida Contract number.
 4. The use of the State Contracts must follow the purchasing authorization levels listed in Section 5 of this document to ensure the appropriate authority approves the purchase.

SECTION 13. SOLICITATION OF GOODS AND SERVICES

Upon request from the department/division, the Office of Procurement and Contracts will seek a source of supply and enter transactions for the purchase of goods and services, in the amount of \$100,000 or more. The method of sourcing used will be determined by the estimated dollar amount of the requested purchase, the nature of the purchase, and other factors. Examples of sourcing methods include, but are not limited to:

1. Invitation to Bid (ITB)
2. Request for Proposal (RFP)
3. Request for Statement of Qualifications (RSQ)
4. One Time Bids

The following guidelines will prevail based on a requisition to procure:

1. Ten days for routine goods and services that will be quoted. The user department is not required to obtain quotes, but they may do so for expediting purposes if desired. The department/division will focus on the development of the specifications and product descriptions.
2. Four weeks for goods and services that must be procured via formal solicitation.
3. Eight weeks for goods and services that must be procured via formal solicitation.
4. Ten weeks minimum for goods and services that must be procured via formal solicitation requiring Board approval. An example would be an RFP over the \$100,000 approval level.

When a purchase or contract may extend over multiple years, the total cumulative amount per the proposed term will be the determinative amount of the solicitation requirement. The Office of Procurement and Contracts will solicit from responsible perspective vendors obtained from the vendor database, publications and catalogues, suggestions from Department directors, previous vendors, etc. When required by state or federal funding agencies, the County shall prequalify bidders according to the criteria of the applicable agency with the goal of ensuring full and open competition.

The County reserves the right to accept or reject any solicitation, in whole or in part, and to award a contract to the lowest responsive and responsible Bidder/Proposer whose qualifications show that the award is in the County's best interest. If the County rejects all bids, the procurement manager will document the reasons for doing so.

Invitation to Bid

ITB's are authorized for purchases for which the minimum requirements and specifications can be clearly defined, and evaluation is not required, other than to conclude if the minimum requirements were met. Goods and services may be purchased on an as-needed basis.

Reasonable effort must be made to solicit Flagler County vendors and MBE/WBE/VBE's if available.

Preferential treatment of any vendor is strictly prohibited.

Bid File

The Office of Procurement and Contracts shall maintain all related documentation in the Bid file.

Project Manager

The requesting Department Director will appoint a Project Manager.

Scope of Work Preparation

The preparation of specifications is primarily the responsibility of the user department/division. The Office of Procurement and Contracts will review the specifications received and has the authority to challenge the contents. Specifications should permit competition to the greatest extent possible. In general, specifications should define the level of performance required rather than a specific brand name. For the benefit of Proposals and the user department/division, specifications must be clear and concise. The Office of Procurement and Contracts reserves the right to review and recommend competitive specifications allowing for open competition.

Review

The Office of Procurement and Contracts will review the contents of the submitted scope of work and complete the document by adding items such as the day, date, time, and place for opening, as well as, the County insurance requirements, terms and conditions, and any other forms or notices required by the Board or Florida Statutes.

Meetings

1. The Office of Procurement and Contracts is responsible for scheduling all meetings related to the ITB and publicly noticing meetings as required by law. Committee members are subject to the Sunshine Law and are prohibited from speaking to each other about the subject matter of the bid outside of publicly noticed meetings until the bid has been awarded by the County.
2. The Office of Procurement and Contracts and the Project Manager may have a pre-release meeting for the ITB to discuss details related to the scope of work and the procurement procedure.
3. Pre-Bid meetings and site visits may be made mandatory at the discretion of the Project Manager. The County will only accept Bids from those Bidders who attend all mandatory pre-bid meetings and site visits in person or by a representative who has signed the sign-in sheets at those Mandatory pre-bid meetings and site visits for that Bidder. Each attendee is allowed to name only one Bidder on the sign-in sheet. Any Bidder or Bidder's representative arriving more than five (5) minutes late to a Mandatory Pre-Bid Meeting or site visit will not be allowed to sign in. If a Pre-Bid Meeting or site visit or both is/or are scheduled, it or they must be at least fourteen (14) calendar days before Bid opening.

Advertisement / Notice

1. A general notice of the ITB for construction projects shall be published in a newspaper of general circulation following State Statute in Flagler County.
2. The General Notice shall refer potential Bidders to the County's OpenGov website for specific information concerning the ITB. Additional advertising may include, but is not limited to, minority publications, trade journals, and the internet.

Addendum

1. If deemed necessary, an Addendum will be issued and posted to the County's OpenGov website. The final Addendum will be issued no less than seven (7) calendar days before the Bid opening date. It is the sole responsibility of the Bidder to check the website for Addendum's.
2. The Office of Procurement and Contracts shall issue all Addenda. Neither a requesting department/division nor a consultant shall issue an addendum on behalf of the County.

Communications

Prospective Bidders shall not contact, communicate with or discuss any matter relating in any way to the ITB with any member of the Board, employee of the Board and/or consultant of the Board other than the Procurement & Contracts Services Manager or Procurement Professional. This prohibition begins with the issuance of the ITB and ends upon execution of a formal contract or issuance of a Purchase Order whichever comes first. Such communications by a Bidder shall be grounds for disqualifying the offending Bidder from consideration for the award of the ITB and/or future awards.

Submission and Opening

The bid opening date shall be no less than fourteen (14) days from the date of the issuance.

1. All bids must be submitted electronically to the County's OpenGov website. No paper bids will be accepted. Bids will be opened, and the Bidder's names will be announced by the Office of Procurement and Contracts at the publicly noticed bid opening meeting via Microsoft Teams.
2. All bids received and accepted will be made available for public inspection in accordance with Florida Statute 119.071(1)(b).
3. The Procurement & Contracts Services Manager may elect to cancel or postpone a Bid opening at any time prior to the time set to open bids.

Bid Bond

Pursuant to Florida Statute 255.05 a bid bond is required for all construction Bids the exceed \$100,000.00. A successful Bidder will forfeit any surety required upon failure on their part to enter a contract within the specified time after the award. For all other bids, the Procurement & Contracts Services Manager with the user department/division, shall determine whether a Bid Bond will be required.

Public Construction Bonds

Pursuant to Florida Statute 255.05 a Public Construction Bond will be required on all construction contracts when the price exceeds \$200,000.00.

Performance and Payment Bonds

Performance and Payment Bonds may be required on certain bids.

Waiver of Irregularities

The Procurement & Contracts Service Manager shall have the authority to waive all irregularities in all bids.

Reference Check

The Department Director, or other designated individuals, will contact references and submit documentation to the Office of Procurement and Contracts prior to the award.

Tabulation and Award for Bids

1. After the Bid opening has been completed, the Office of Procurement and Contracts and the Project Manager will review all bids for compliance with the specifications.
2. The tabulation document will be prepared by the Office of Procurement and Contracts. The tabulation will be submitted to the Project Manager and Department Director for review and approval. The tabulation will be confirmed by signature of the Procurement & Contract Services Manager.

3. Tie bids will result in a process that uses a hierarchy of criteria to determine the winning Bidder. The criteria are as follows:
 - a. Local Preference – Certified in accordance with Section 17 of the Manual.
 - b. Women/Minority Business Enterprise – Certified in accordance with Section 16 of this Manual.
 - c. Drug Free Workplace. (Florida Statute 287.087)
 - d. Other specific considerations may be included in the published specifications.
 - e. Such other considerations are identified by normal and sound business practices.
1. Award shall be given to the lowest, responsive, responsible Bidder. Additional criteria as set forth in the ITB may be considered in the award of the Bid.
2. The Procurement & Contracts Services Manager shall recommend awards for purchases of \$100,000.00 or more and there is no successful bid protest.
3. A copy of the award tabulation will be sent via e-mail to the Project Manager and to all Bidders, denoting the selection of the successful Bidder. It will also be posted in the County's OpenGov site.
4. Work shall not begin until issuance of a Purchase Order, Notice Commence, or contract execution, if applicable, and a Notice to Proceed has been issued.

Contracts

1. The user department/division may be responsible for assisting the Office of Procurement and Contracts in the creation of the contract, and it is the responsibility of the Office of Procurement and Contracts along with the user department/division to take the contract before the Board for approval, if applicable.
2. When a contract is required, the authorized representative of the successful Bidder shall promptly execute a contract that has been approved by the County Attorney as to its form, terms, and conditions.
3. All contracts require approval by either the Procurement & Contracts Services Manager, County Administrator, or the Board of County Commissioners. Refer to Section 5 for Authority.
4. If the contract is for construction, the successful Bidder shall also execute and deliver the Clerk of Courts Recording Division a public construction bond in the amount specified in the ITB.
5. Any Bidder who has a contract awarded to it that fails to properly execute the required contract and submits the required Bond and other required documents with ten (10) calendar days after award may be required to forfeit their Bid Bond.
6. Upon execution of the contract by the successful Bidder their Bid Bond may be released.
7. The user department and or Project Manager shall manage the contract throughout the term.

Contract Changes

1. Any amendment, modification or change order must be approved by the Procurement & Contracts Services Manager, County Administrator, and or the Board of County Commissioners for the amendment, modification or change order to be effective. Refer to Section 5 for authority.
2. The user department/division will be responsible for providing the Office of Procurement and Contracts documentation for all amendments, modifications or change orders that encompass an increase and/or decrease to the scope of services, fees, time and/or any combination thereof.

Contract Renewal

1. The Office of Procurement and Contracts is responsible for arranging contract extensions, when such an extension is allowed in the original contract.
2. Unless otherwise specified in the original contract, the Procurement & Contracts Manager shall have the authority to extend the contract if an extension is allowed in the original contract and funds are allocated.

Request for Proposals (RFP)

1. RFPs are authorized for which purchases the specifications cannot be clearly defined, or factors other than price are critical, or the ability to negotiate is desired.
2. Evaluation of each Proposal is required.
3. A reasonable effort must be made to solicit Flagler County vendors and MBE/WME/VBE's if available.
4. Preferential treatment of any vendor is strictly prohibited.

Proposal File

The Office of Procurement and Contracts shall maintain all related documentation in the Proposal File.

Project Manager

The requesting Department Director will appoint a project manager.

Responsibility for Scope of Work

The preparation of specifications is primarily the responsibility of the user department/division. The Office of Procurement and Contracts will review the specifications received and has the authority to challenge the contents. Specifications should permit competition to the greatest extent possible. For the benefit of Proposers and the user department/division, specifications must be clear and concise. The Office of Procurement and Contracts reserves the right to review and recommend competitive specifications allowing for open competition.

The Office of Procurement and Contracts will review the contents of the submitted scope of work and complete the document by adding items such as day, date, time, year and place for opening, as well as, the County insurance requirements, terms and conditions, and any other forms or notices required by the Board or Florida Statutes.

Selection Committee

1. A Selection Committee will be established for each RFP solicitation. The Selection Committee with a minimum of three (3) and a maximum of seven (7) members will be appointed by the Office of Procurement and Contracts after consulting with the Project Manager. The Office of Procurement and Contracts has a final say of who is appointed to the Selection Committee.
2. The Selection Committee is in effect upon appointment and is automatically dissolved when a contract is signed by all parties or upon termination of the RFP.

The assigned Procurement Professional named in the RFP document shall not serve as an evaluator for the RFP.

All people serving on the Selection Committee must be familiar with the Sunshine Law and the evaluation process. Training will be provided by the Office of Procurement and Contracts.

- a. Each evaluator who has not participated in an evaluation within six (6) months from the first legal advertisement date for the RFP to be evaluated must complete training. The award date for the RFP last evaluated by each evaluator will be the basis for the calculation of time lapsed.
- b. Evaluators who participated in an RFP evaluation within six (6) months may request a refresher course.
- c. Training must be completed before the proposals are posted to the web.

Meetings

1. The Office of Procurement and Contracts is responsible for scheduling all meetings and publicly noticing meetings as required by Florida Statute. Committee members are subject to the Sunshine Law and are prohibited from speaking to each other about the subject matter of the bid outside of publicly noticed meetings until the bid has been awarded by the County.
2. The Office of Procurement and Contracts and the Project Manager may have a pre-release meeting to discuss details related to the scope of work and the procurement procedure.
3. Pre-proposal meetings and site visits may be made mandatory at the discretion of the Project Manager. The County will only accept Proposals from those Proposers who attend all Mandatory Pre-Proposal meetings and site visits in person or by a representative who has signed the sign-in sheets at those meetings and site visits. Each attendee is allowed to name only one Proposer on the sign-in sheet. Any proposer or proposer's representative arriving more than five (5) minutes late to a Mandatory Pre-Proposal meeting or site visit will be allowed to sign-in, but the late arrival will be noted on the sign-in sheet, and Proposal will not be accepted from the Proposer. If a pre-proposal meeting or site visit or both is or are scheduled, it or they must be at least fourteen (14) days before Proposal opening.

Advertisement/Notice

1. A General Notice of the RFP for construction shall be published in a newspaper of general circulation in Flagler County.
2. The General Notice shall refer potential Proposers to the County's OpenGov website for specific information concerning the RFP.
3. Additional advertising may include, but is not limited to, minority publications, trade journals, and the internet.

Addendum

If deemed necessary an Addendum will be issued and posted to the County's OpenGov website within the bid document page. The final addendum will be issued no less than seven (7) calendar days before the Proposal opening date. It is the sole responsibility of the Proposer to check the website for the addendums.

The Office of Procurement and Contracts shall issue all Addendums. Neither a requesting department/division nor a consultant shall issue an Addendum on behalf of the County.

Communications

Prospective Proposers shall not contact, communicate, or discuss any matter relating to the RFP with any member of the Board, employee of the Board and/or representatives of the Board other than the Procurement & Contract Services Manager or Procurement Professional.

This prohibition begins with the issuance of the RFP and ends upon execution of a formal contract or issuance of a Purchase Order whichever is first to occur. Such communications by a Proposers shall be grounds for disqualifying the offending Proposers from consideration for award of the RFP and/or any future awards.

Submission and Opening

All bids must be submitted electronically to the County's OpenGov website. No paper bids will be accepted.

Bids will be opened, and Bidders' names will be announced by the Office of Procurement and Contracts at the publicly noticed Bid opening meeting via Microsoft Office Teams.

All Bids received and accepted will be made available for public inspection in accordance with Florida Statute 119.071(1)(b).

1. The Procurement & Contract Services Manager may elect to cancel or postpone a Bid opening at any time prior to the time set to open Bids. The Proposal opening date shall be no less than twenty-one (21) calendar days from the date of the advertisement and/or issuance.
2. Proposals must be received by the Office of Procurement and Contracts at the location no later than the time and date specified for submission in the RFP. No Proposal shall be accepted after the specified deadline or at any location other than the Office of Procurement and Contracts.
3. Proposals will be opened, and the Proposers' names will be announced by the Office of Procurement and Contracts at the publicly noticed Proposal opening meeting.
4. Any Proposal received late shall be returned to the Proposer unopened at the expense of the Proposer or will be destroyed unopened if the Proposer does not arrange for its return.
5. All Proposals received and accepted will be made available for public inspection in accordance with Florida Statute 119.071(1)(b).
6. The Procurement & Contract Services Manager may elect to cancel or postpone a Proposal opening at any time prior to the time and date set to open Proposals.

Bid Bond

Pursuant to Florida Statute 255.05, a Bid Bond is required for all construction Proposals that exceed \$100,000.00.

A successful Proposer may forfeit any surety required upon failure on their part to enter into a contract within the specified time after the award. For all other Proposals, the Procurement & Contract Services Manager, with the user department/division, shall determine whether or not a Bid Bond will be required.

Public Construction Bond

Pursuant to Florida Statute 255.05, a Public Construction Bond will be required on all construction contracts when the price exceeds \$200,000.00.

Performance and Payment Bond

Performance and Payment Bonds may be required on Proposals.

Waiver of Irregularities

The Procurement & Contract Services Manager shall have the authority to waive any and all irregularities in any and all Proposals.

Evaluation

1. The Office of Procurement and Contracts Procurement Professional who are not an Evaluator will review the Proposals to confirm the presence of all required responses and documents such as insurance certificates, licenses, E-Verify confirmation, etc.
2. The Selection Committee may request an analysis of any criterion of the Proposals by the Office of Procurement and Contracts or an independent, neutral professional. The person completing the analysis shall not be serving on the Selection Committee. The reviewing person will present the analysis at a public meeting.
3. At a publicly noticed meeting, the Selection Committee will have the opportunity to discuss each Proposer and the Proposals. The Selection Committee will finalize their individual scores, which will be tallied by the Office of Procurement and Contracts and shall be the final ranking of the Selection

Committee unless the Selection Committee requests presentations or interviews with some or all Proposers.

Presentations or Interviews

Upon request of the Selection Committee, Proposers whose Proposals received the highest ranking of the Selection Committee may be required to give a presentation or participate in an interview or both in order to be considered. If the Selection Committee decides to have presentations or interviews, the Selection Committee shall invite, at minimum, two (2) Proposers in the order of the preliminary ranking (highest to lowest). The County will provide a notice to the invited Proposers at least ten (10) calendar days before the presentations or interviews. Following the presentations and/or interviews, if requested, the Selection Committee members shall complete their evaluations for selection of the most highly qualified Proposer.

Reference Check

The Office of Procurement and Contracts will contact references for the shortlisted firms.

Score Tabulation, Ranking, and Recommendation

The Office of Procurement and Contracts Procurement Professional will be assigned as the designated contact to tabulate the scores submitted by the Selection Committee members and present the final tabulation and ranking to the Selection Committee for final review. The Office of Procurement and Contracts will send the tabulation via e-mail to the Project Manager and to all Proposers reporting the results of the evaluation and the selection of the successful Proposer. A copy of the tabulation will also be posted on the County's website.

All committee members shall evaluate the responsive proposals and individually score each proposal per criteria, multiplying their score by the weight to obtain the total. Committee members shall not discuss the proposals with any other committee member. All scores are to be totaled. Scores should be basis of 1 to 5 (1 low to 5 high) and represent the evaluator's best objective judgement.

SCORING DEFINITIONS:

0 = Did not submit what was required.

1 = Poor - Proposal is lacking or inadequate in most basic requirements, specifications, or provisions for the specific criteria.

2 = Below Average - Proposal meets many of the basic requirements, specifications or provisions of the specific item, but is lacking in some essential aspects for the specific criteria.

3 = Average - Proposal adequately meets the minimum requirements, specifications, or provisions of the specific item, and is generally capable of meeting the County's needs for the specific criteria.

4 = Above Average - Proposal more than adequately meets the minimum requirements, specifications, or provisions of the specific criteria, and exceeds those requirements in some respects for the specific criteria.

5 = Excellent - Proposal exceeds minimum requirements, specifications, provisions in most aspects for the specific criteria.

Evaluation Committee Conduct and Scoring Policy

Members of the Evaluation Committee are entrusted with a critical role in the procurement process and are expected to uphold the highest standards of ethical conduct and impartiality. The following requirements shall govern the evaluation process:

Confidentiality and Communication

1. Evaluation Committee members are strictly prohibited from discussing any aspect of the solicitation, evaluation criteria, or vendor proposals with:
 - a. Other Evaluation Committee members
 - b. Vendors or their representatives
 - c. Any individuals outside the Office of Procurement and Contracts
2. All evaluation activities must occur independently, without influence or collaboration.
3. Any breach of this confidentiality requirement may result in immediate removal from the committee and potential further action.

Scoring Justification

1. Committee members are required to provide written comments justifying each score assigned to every evaluation criteria item.
2. These comments must clearly explain how the vendor's proposal meets, exceeds, or fails to meet the specified evaluation criteria.
3. Failure or refusal to provide meaningful justification for scores will result in:
 - a. Disqualification of the committee member from the evaluation process
 - b. Nullification of all scores submitted by that member

Integrity of Scoring

1. Scoring must reflect a fair, balanced, and impartial assessment of each vendor's proposal.
2. If there is evidence of intentional bias or favoritism—such as consistently scoring one vendor significantly higher while scoring all others unusually low without proper justification then:
 - a. The entire scoring process will be invalidated.
 - b. The solicitation may be canceled and re-issued at the discretion of the Office of Procurement and Contracts.

Oversight and Enforcement

1. The Office of Procurement and Contracts will oversee the scoring process to ensure compliance with this policy.
2. Any potential violations or concerns regarding the integrity of the scoring process will be reviewed and addressed. Any disciplinary actions will be in accordance to Flagler County's Personnel Rules and Regulations.

Acknowledgement of Responsibilities

1. Prior to beginning the evaluation process, all Committee members must:
2. Sign a Conflict of Interest and Confidentiality Agreement.
3. Acknowledges that they have read and agree to follow this policy.

Consequences of Non-Compliance

Failure to comply with this policy may result in:

1. Removal from the Evaluation Committee.
2. Disqualification of submitted scores.
3. Potential cancellation and re-solicitation of the procurement.
4. Additional administrative or disciplinary action, if applicable.

Negotiations

The County Administrator or designee may negotiate a contract with the most qualified Proposer recommended by the Selection Committee on compensation and terms that the County Administrator or designee determines are fair, competitive, and reasonable. Should the County Administrator or designee be unable to negotiate a satisfactory contract, negotiations with that Proposer shall be formally terminated. The County Administrator or designee shall then undertake negotiations with the second most qualified Proposer, if recommended by the Selection Committee.

Contracts

1. The user department/division may be responsible for assisting the Office of Procurement and Contracts in the creation of the contract, and it is the responsibility of the Office of Procurement and Contracts along with the user department/division to take the contract before the Board for approval, if applicable.
2. When a contract is required, the authorized representative of the successful Proposer shall promptly execute a contract that has been approved by the County Attorney as to its form, terms, and conditions.
3. All contracts require approval by either the Procurement & Contract Services Manager, County Administrator or Board of County Commissioners. Refer to Section 15 for Authority.
4. If the contract is for construction, the successful Proposer shall also execute and deliver to the Clerk of Courts Recording Division a public construction bond in the amount specified in the RFP.
5. Any Proposer who has a contract awarded to it that fails to properly execute the required contract and submit the required bond and other required documents within ten (10) calendar days after award may be required to forfeit their Bid Bond.
6. Upon the execution of the contract by the successful Proposer their Bid Bond may be released.
7. The user department and/or Project Manager shall manage the contract throughout the term.

Contract Changes

1. Any amendment, modification or change order must be approved by the Procurement & Contract Services Manager, County Administrator and/or the Board of County Commissioners for the amendment, modification or change order to be effective. Refer to Section 5 for authority.
2. The user department/division will be responsible for providing the Office of Procurement and Contracts documentation for all amendments, modifications or change orders that encompass an increase and/or decrease to the scope of services, fees, time and/or any combination thereof.

Contract Renewal

1. The Office of Procurement and Contracts is responsible for arranging a contract extension, when such an extension is allowed in the original contract.
2. Unless otherwise specified in the original contract, the Procurement & Contract Services Manager shall have the authority to extend the contract, as long as the extension is allowed in the original contract and funds are allocated.

Request for Statement of Qualifications (RSQ) for Professional Services

General

1. Because price differentials may only be a minor consideration compared to the quality of the professional's work, professional services are exempt from the County's competitive procedures noted above. Instead, professional services, other than audit services, will be acquired in the manner provided in Florida Statute 287.055, the Consultants Competitive Negotiations Act (CCNA).
2. Professional Services are defined in Florida Statute 287.055 as services within the scope of the practices of architecture, professional engineering, landscape architecture, or registered surveying and mapping and will be procured pursuant to that Florida Statute.

3. Audit Services shall be procured pursuant to Florida Statute 218.391.
4. Continuing contracts shall not be used when the estimated cost for an individual project exceeds \$7,500,000, plus an annual increase based on the consumer price index (CPI) in accordance with the CCNA which the Procurement Professional will verify, or for study activity where the fee exceeds \$500,000. A new RSQ shall be solicited for these projects.
5. Pricing shall not be solicited in the RSQ.

The Office of Procurement and Contracts shall maintain all related documentation in the Proposal file.

Project Manager

The requesting Department Director will appoint a Project Manager responsible for providing Scope of Work.

Preparation

The preparation of specifications is primarily the responsibility of the user department/division. The Office of Procurement and Contracts will review the specifications received and has the authority to challenge the contents. Specifications should permit competition to the greatest extent possible. For the benefit of Proposers and the user department/division, specifications must be clear and concise. The Office of Procurement and Contracts reserves the right to review and recommend competitive specifications allowing for open competition.

The preparation of specifications is primarily the responsibility of the user department/division. The Office of Procurement and Contracts will review the specifications received and has the authority to challenge the contents. Specifications should permit competition to the greatest extent possible. For the benefit of Proposers and the user department/division, specifications must be clear and concise. The Office of Procurement and Contracts reserves the right to review and recommend competitive specifications allowing for open competition.

Review

The Office of Procurement and Contracts will review the contents of the submitted scope of work and complete the document by adding items such as the day, date, time, and place for opening, as well as, the County insurance requirements, terms and conditions, and any other forms or notices required by the Board or Florida Statutes.

Selection Committee

1. A Selection Committee will be established for each RSQ solicitation. The Selection Committee, with a minimum of three (3) and maximum of seven (7) members, will be appointed by the Office of Procurement and Contract Services after consultation with the Project Manager. The Office of Procurement and Contracts has a final say of who is appointed to the Selection Committee. Committee members are subject to the Sunshine Law and are prohibited from speaking to each other about the subject matter of the bid outside of publicly noticed meetings until the bid has been awarded by the County.
2. The Selection Committee is in effect upon appointment and is automatically dissolved when a contract is signed by all parties or upon termination of the RSQ.
3. The assigned contact person named in the RSQ document shall not serve as an Evaluator for that RSQ.
4. All people serving on the Selection Committee must be familiar with the Sunshine Law and the evaluation process. Training will be provided by the Office of Procurement and Contracts.
 - a. Each Evaluator who has not participated in an evaluation within six (6) months of the first legal advertisement date for the RSQ to be evaluated must complete training. The award date for the RSQ last evaluated by each evaluator will be the base for the calculation of time elapsed.

- b. Evaluators who participated in an RSQ evaluation within six (6) months may request a refresher course.
- c. Training must be completed before the Proposals are opened.

Meetings

1. The Office of Procurement and Contracts is responsible for scheduling all meetings and publicly noticing meetings as required by law.
2. The Office of Procurement and Contracts and the Project Manager may have a pre-release meeting to discuss details related to the scope of work and the procurement procedure.

Pre-Proposal meetings and site visits may be made mandatory at the discretion of the Project Manager. The County will only accept Proposals from those Proposers who attend all Mandatory Pre-Proposal meetings and site visits in person or by a representative who has signed the sign-in sheets at those Mandatory Pre-Proposal meetings and site visits for that Proposer. Each attendee is allowed to name only one Proposer on the sign-in sheet. Any Proposer or Proposer's representative arriving more than (5) minutes late to a Mandatory Pre-Proposal meeting or site visit will be allowed to sign in, but the late arrival will be noted on the sign-in sheet, and Proposal will not be accepted from the late Proposer. If a pre-Proposal meeting or site visit or both is or are scheduled, it or they must be at least fourteen (14) days before Proposal opening.

Addendum

1. If deemed necessary, an Addendum will be issued and posted to the County's website. The final Addendum will be issued no less than seven (7) calendar days before the Proposal opening date. It is the sole responsibility of the Proposer to check the website for Addendum.
2. The Office of Procurement and Contracts shall issue all Addendums. Neither a requesting department/division nor a consultant shall issue an Addendum on behalf of the County.

Communications

Prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to the RSQ with any member of the Board, employee of the Board and/or representatives of the Board other than the Procurement & Contract Services Manager or Procurement Professional. This prohibition begins with the issuance of the RSQ and ends upon execution of a formal contract or issuance of a Purchase Order whichever is first to occur. Such communications by Proposers shall be grounds for disqualifying the offending Proposers from consideration for award of the RSQ and/or any future awards.

Submission and Opening

All bids must be submitted electronically to the County's OpenGov website. No paper bids will be accepted.

Bids will be opened, and Bidders' names will be announced by the Office of Procurement and Contracts at the publicly noticed Bid opening meeting via Microsoft Office Teams.

All Bids received and accepted will be made available for public inspection in accordance with Florida Statute 119.071(1)(b).

1. The Procurement & Contract Services Manager may elect to cancel or postpone a Bid opening at any time prior to the time set to open Bids. The Proposal opening date shall be no less than twenty-one (21) calendar days from the date of the advertisement and/or issuance.
2. Proposals must be received by the Office of Procurement and Contracts at the location and no later than the time and date specified for submission in the RSQ. No Proposal shall be accepted after the specified deadline or at any location other than the Office of Procurement and Contracts.

3. Proposals will be opened, and the Proposers' names will be announced by the Office of Procurement and Contracts at the publicly noticed Proposal opening meeting.
4. Any Proposal received late shall be returned to the Proposer unopened at the expense of the Proposer or will be destroyed unopened if the Proposer does not arrange for its return.
5. All Proposals received and accepted will be made available for public inspection in accordance with Florida Statute 119.071(1)(b).
6. The Procurement & Contract Services Manager may elect to cancel or postpone a Proposal opening at any time prior to the time and date set to open Proposals.

Waiver of Irregularities

The Procurement & Contract Services Manager shall have the authority to waive any and all irregularities in any and all Proposals.

Evaluation

1. After the Proposals are opened, the Selection Committee will proceed pursuant to Florida Statute 287.055.
2. An Office of Procurement and Contracts Procurement Professional who is not an Evaluator will review the Proposals to confirm the presence of all required responses and documents such as insurance certificates, licenses, E-Verify confirmation, etc.
3. The Selection Committee may request an analysis of any criterion of the Proposals by the Office of Procurement and Contracts or an independent, neutral professional. The person completing the analysis shall not be serving on the Selection Committee. The reviewing person will present the analysis at a public meeting.
4. At a publicly noticed meeting, the Selection Committee will have the opportunity to discuss each Proposer and the Proposals. The Selection Committee will finalize their individual scores, which will be tallied by the Office of Procurement and Contracts and shall be the final ranking of the Selection Committee.

Presentations/Interviews

1. The Selection Committee shall request presentations and conduct discussions with at least three (3) Proposers, who received the highest ranking, if the RSQ is for architectural, professional engineering, landscape architecture, or registered surveying and mapping services.
2. Services other than architectural, professional engineering, landscape architecture, or registered surveying and mapping services, presentations may be requested at the discretion of the Selection Committee.
3. The County will provide a notice to the invited Proposers at least ten (10) calendar days before the presentations or interviews. Following the presentations and/or interviews, the Selection Committee members shall complete their evaluations for the selection of the most highly qualified Proposer.

Score Tabulation, Ranking, and Recommendation

The Office of Procurement and Contracts Procurement Professional assigned to be the designated contact will tabulate the scores submitted by the Selection Committee members and present the final tabulation and ranking to the Selection Committee for final review. The Office of Procurement and Contracts will send the tabulation via e-mail to the Project Manager and to all Proposers reporting the results of the evaluation and the selection of the successful Proposer. A copy of the tabulation will also be posted on the County's website. Scoring shall be the same as with an RFP, see above. Scores will be multiplied by the weight of the category based on 1 to 5. Evaluation Committee Conduct and Scoring Policy will also remain the same as above.

Negotiations

1. The County Administrator or designee may negotiate a contract with the most qualified Proposer recommended by the Selection Committee for professional services on compensation and terms that the County Administrator or designee determines are fair, competitive, and reasonable. In making that determination, the County Administrator or designee shall consider the County's detailed analysis of the cost of the professional services required in addition to considering their scope of complexity.
Should the County Administrator or designee be unable to negotiate a satisfactory contract, negotiations with that Proposer shall be formally terminated. The County Administrator or designee shall then undertake negotiations with the second most qualified Proposer. If the County Administrator or designee is unable to negotiate a contract with the second most qualified Proposer, negotiations with that Proposer shall be formally terminated. The County Administrator or designee may then commence negotiations with the third most qualified Proposer. Should the County Administrator or designee be unable to negotiate a satisfactory contract with any of the top three selected firms, the County Administrator or designee may commence negotiations in accordance with Florida Statute 287.055(5) with the other Proposers, in the order of their ranking by the Selection Committee, until an agreement is reached. (Florida Statute 287.055(5)(c)).
2. For any lump-sum or cost-plus-a-fixed fee professional service contract for architecture, professional engineering, landscape architecture, or registered surveying and mapping services over the threshold amount provided in Florida Statute 287.017 for Category Four purchases, the Proposer receiving the award shall execute and deliver to the County a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. (Florida Statute 287.055(5)(a)).

Contracts

1. The user department/division may be responsible for assisting the Office of Procurement and Contracts in the creation of the contract, and it is the responsibility of the Office of Procurement and Contracts along with the user department/division to take the contract before the Board for approval, if applicable.
2. When a contract is required, the authorized representative of the successful Proposer shall promptly execute a contract that has been approved by the County Attorney as to its form, terms, and conditions.
3. All contracts require approval by either the Procurement & Contract Services Manager, County Administrator or Board of County Commissioners. Refer to Section 5 for Authority.
4. The user department/division or the Project Manager shall manage the contract throughout the term.

Contract Changes

1. Any amendment, modification or change order must be approved by the Procurement & Contract Services Manager, County Administrator and/or the Board of County Commissioners for the amendment, modification or change order to be effective. Refer to Section 5 for Authority.
2. The user department/division will be responsible for providing the Office of Procurement and Contracts documentation for all amendments, modifications or change orders that encompass an increase and/or decrease to the scope of services, fees, time and/or any combination thereof.

Contract Renewal

1. The Office of Procurement and Contracts is responsible for arranging extensions, when such extension is allowed in the original contract.
2. Unless otherwise specified in the original contract, the Procurement & Contract Services Manager shall have the authority to extend the contract if an extension is allowed in the original contract and funds are allocated.

Request for Information (RFI)

A Request for Information, while not a procurement category, is an important tool used to increase knowledge about products or services, their availability, and capability, and is a formal method of gathering information from vendors who provide certain goods or services. The information obtained through this solicitation may be used to develop specifications or a scope of services for a future solicitation.

A contract cannot be established by an RFI. They are information based only.

Design-Bid-Build and Design-Build

1. The County is authorized and required by F.S. § 287.055(9)(c) to adopt rules or ordinances governing the award of design-build contracts. The design-bid-build procurement method requires separate contracts for design services and for construction.
 - a. Design Services. Qualifications-based procurement procedures shall be used (RFQ), in compliance with applicable Federal, State and local law and regulations.
2. Construction. Sealed bidding (RFP) shall be used for construction services.
 - a. Use of the design-build project delivery system requires Board approval and shall comply with Section 287.055, Florida Statutes. For federally funded projects, the County must comply with 49 U.S.C. §5325(d).

Design-Build Firm

1. Is certified under F.S. § 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
2. Is certified under F.S. § 471.023 to practice or to offer to practice engineering; certified under F.S. § 481.219 to practice or offer to practice architecture; or certified under F.S. §§ 481.311 or 481.319 to practice or to offer to practice landscape architecture.

SECTION 14. EXCEPTIONS FROM COMPETITIVE PROCUREMENT

Non-Procurement Contracts

The following contracts are not subject to the policies and procedures contained in this Procurement Manual:

1. Interlocal Agreements
2. Outside Legal or Litigation Services
3. Real Estate Appraisal or Title Services
4. Real Estate Lease, License, Purchase or Sale Agreements (which may include concessions)
5. Lobbying Services

Exceptions to Competitive Procurement

Certain types of purchases and sources are exempt from the previously described formal competitive procurement procedures regardless of threshold. The exempted situations may be implemented by any Department Head within the funds of that Department with the approval of the Procurement & Contract Services Manager (who may at his/her discretion require quotations). This section does not prohibit the utilization of competitive procurement if it is deemed to be in the best interest of the County. Exemptions are as follows:

1. Advertisements: Promotional advertisements for Aviation/Economic Opportunity/Tourism must be consistent with purchasing thresholds.
2. Art / Artistic Services (including photography)
3. Copyrighted materials where these items are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent, a governmental agency, or a recognized educational institution.
4. Court reporter services
5. Computer software
6. Disk or tape recording or similar licensed or copyrighted audio-visual materials
7. Dues and memberships in trade or professional organizations
8. Educational tests
9. Expert witnesses
10. Fees for job-related seminars and training
11. Films
12. Heavy equipment repairs
13. Instructional materials
14. Intergovernmental procurements
15. Legal Services including paralegal and mediation or magistrate services
16. Negotiation for special or unique services
17. Other contracts where exceptions are provided by State or local law.
18. Patented materials
19. Periodicals
20. Postage & Common Carrier Shipments (i.e., USPS, FedEx, UPS, DHL)
21. Professional memberships
22. Public Records Requests
23. Publications, subscriptions, media and library materials
24. Reference books
25. Single/Sole Source expenditures (Documentation Required)
26. Telecommunication services
27. Textbooks
28. Title insurance and/or searches for real property
29. Training or education services based on availability of expertise, or availability of the course

or firm.

30. Utility services (i.e., Cable, Electric, Water, Sewer)

31. Vehicle and equipment repair and maintenance; heavy equipment repair, maintenance, and reconditioning

SECTION 15. PROTEST PROCEDURE

General

It is the policy of the Board to encourage prompt and fair handling of all complaints and disputes with the business community. To resolve disputed matters in an equitable manner without fear of retribution on the part of a vendor or person, the following protest procedures are adopted.

Notice

All Purchasing notices with respect to recommendation of awards, shall set forth the following statement:

"FAILURE TO FOLLOW THE PURCHASING PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN SECTION 15 OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT MANUAL SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS. THAT PROCUREMENT MANUAL IS AVAILABLE FOR PUBLIC INSPECTION IN THE OFFICE OF PROCUREMENT AND CONTRACTS AND ON THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS' WEBSITE (WWW.FLAGLERCOUNTY.ORG) AND MAY BE OBTAINED FROM THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS OFFICE OF PROCUREMENT AND CONTRACTS."

Right to Protest

A respondent to an ITB, RFP, RSQ or other issued County procurement who alleges to be aggrieved in connection with a solicitation or award of a contract may protest to the Procurement & Contract Services Manager. Protests not timely made shall be barred.

Process

Notification

The Office of Procurement and Contracts shall post all recommendations of award available for review by the public on the Flagler County website. Vendors who submit a solicitation will be notified by e-mail.

Notice of Intent to File a Protest

A respondent adversely affected by an intended decision or action with respect to the initial award on a solicitation shall file a written notice of intent to file a protest. That notice of intent to file a protest must be filed with the Procurement & Contract Services Manager or his/her designee no later than four o'clock (4:00) p.m. on the third (3rd) business day following the date of the notice of the recommendation of the award.

In addition, a protest bond in the form of a U.S. Postal Service money order or by a certified cashier's check in an amount equal to one percent (1%) of the value of the solicitation, but in no case less than five hundred dollars (\$500), nor greater than five thousand dollars (\$5,000), payable to the Flagler County Board of County Commissioners must be delivered with the written notice of intent to file a protest. Failure to post such a bond shall result in the Protest being dismissed by the Procurement & Contract Services Manager or his/her designee.

The notice of intent to file a protest must:

1. Identify the action being protested.
 - a. Clearly state the basis of the protest, and
 - b. Clearly state that its purpose is to serve as the notice of intent to file a protest.
2. Failure to provide the proper notice and/or failure to provide the required protest bond shall constitute a waiver of the right to seek any remedy provided under the protest procedure.

Tolling the Recommendation of Award

Upon the receipt of a timely notice of intent to file a protest and bond satisfying the requirements of this Section, the Procurement & Contract Services Manager shall toll the recommendation of award. Should the protesting person or vendor withdraw their notice of intent to protest without having filed a written protest, the protest bond will be refunded in full. That is the only reason the County will refund the protest bond. If during the time the recommendation of award is tolled, the Procurement & Contract Services Manager determines that an Emergency Purchase is necessary, as defined in the Procurement Manual, action may be taken to obtain the necessary goods or services.

Written Protest

Any person who has timely filed a notice of intent to file a protest, as described in this Section, shall file a formal written protest within three (3) workdays after the date of filing of the notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and delivered to the Procurement & Contract Services Manager within two (2) workdays after filing the formal written protest. No amendments to the protest will be allowed after those two (2) workdays period has expired. The formal written protest shall contain the following:

1. County Invitation to Bid or Request for Proposals identification number and title (if applicable).
2. The name and address of the protesting person or vendor and the title or position of the person submitting the protest for a vendor.
3. A statement of disputed issues of material fact. If there are no disputed material facts, the written protest must indicate.
4. A concise statement of the facts alleged and of the rules, regulations, statutes, ordinances, and constitutional provisions entitling the protesting person or vendor to the relief requested.
5. A statement of the relief sought by the protesting person or vendor.
6. Such other information as the protesting person or vendor deems to be material to the issue.

Protest Meeting

The Procurement & Contract Services Manager shall notify the protesting person or vendor and any other affected persons and schedule a meeting of the Protest Committee, which shall be made up of three (3) members consisting of Department Directors (from other than the User Department/Division) or his or her designee, that is not associated with the project. The Procurement & Contract Services Manager will designate a chairperson.

1. The County Attorney or his or her designee shall be present and advise the Protest Committee.
2. The Protest Committee shall meet to hear and consider the protest within five (5) workdays after receipt of the formal written protest. The meeting date may be extended if the formal written protest is amended as provided under Written Protest or due to scheduling conflicts. The extension shall not exceed seven (7) working days.
3. The protesting person or vendor and all other affected persons will be notified of the date and time of the meeting and will be advised to be present at the meeting. At the meeting, all affected people and vendors will be allowed the opportunity to present to the Protest Committee. The affected persons and vendors may be represented by the person of their choice.
4. The Procurement & Contract Services Manager or his or her designee shall present the background of the protest to the Protest Committee.

5. The purpose of the protest meeting is: (i) to hear the presentations of the affected persons and vendors; (ii) to hear testimony of witnesses; (iii) to ask questions and review the basis of the protest; (iv) to evaluate the facts and merits of the protest; and (v) to gather information in order to submit a recommendation to the County Administrator.
6. During the meeting, the Protest Committee may ask questions of all affected people and their representatives. The agenda for the protest meeting will be:
 - a. The Procurement & Contract Services Manager will present the background as to why the recommendation for award was made.
 - b. The protesting person or vendor or their representative will present the information and law supporting the protest.
 - c. The other affected parties or their representatives will be given the opportunity to present the information and law supporting their positions with respect to the protest.

Protest Committee Recommendation

The Protest Committee Chairperson will provide the Committee with a recommendation, in writing, to the County Administrator within three (3) workdays after the protest meeting.

Action by the County Administrator

The County Administrator will review the record and recommendation within five (5) workdays after receipt of the recommendation. The County Administrator may conduct an evidentiary hearing if there are disputed issues of material fact. That evidentiary hearing shall be held within ten (10) workdays after the County Administrator receives the recommendation of the Protest Committee. The County Administrator will make a decision, in writing, within ten (10) workdays after the review or the date of the evidentiary hearing, whichever is later. The County Administrator's decision shall be final and binding. No further protests of the action in question will be heard.

Calculation of Time

In calculating the time periods established in this Section, the term “workdays” shall not include Saturdays, Sundays or holidays adopted by the Board. Any period of time measured in calendar days that falls on a Saturday, Sunday or holiday adopted by the Board shall be extended to and include the first day after that time period that is not a Saturday, Sunday or holiday adopted by the Board.

SECTION 16. VENDOR PREFERENCE

Policy

It shall be the policy of the Board that Minority Business Enterprises (MBE), Women-owned Business Enterprises (WBE), and Veteran-owned Business Enterprises (VBE) shall have feasible opportunity to participate in the procurement process and may be given preference in the procurement process, unless otherwise prohibited by law or waived by the County Administrator.

The Office of Procurement and Contracts shall:

1. Ensure nondiscrimination in the procurement process.
2. Maintain a procurement environment in which MBE/WBE/VBE participants can compete fairly.

Designation

For a vendor to be designated as an MBE/WBE/VBE, a valid MBE/WBE/VBE Certification from one of the following must be submitted:

1. Women Business Enterprise National Council
2. The State of Florida Office of Supplier Diversity
3. Florida Department of Transportation
4. U.S. Small Business Administration
5. Federal Aviation Authority
6. Florida Minority Supplier Development Council
7. Florida Department of Veterans' Affairs

False representation of any vendor as an MBE/WBE/VBE may subject the vendor to suspension or debarment.

Notice

Any procurement for purchases of \$100,000 or more by the County to which the provisions of this Section are being applied shall contain a statement that a vendor preference will be used in the evaluation and award of that purchase. When MBE/WBE/VBE preference will apply, it is the vendor's responsibility to request MBE/WBE/VBE Preference by submitting a valid MBE/WBE/VBE Certification with its sealed bid or proposal.

For County purchases less than \$100,000, it is the vendor's responsibility to request MBE/WBE/VBE Preference by submitting a valid MBE/WBE/VBE Certification with its quotation.

Preference for Quotes and in Bidding (Invitations to Bid)

The MBE/WBE/VBE vendor preference policy shall be implemented in the following manner:

1. When Written Quotes (more than \$1,000 and less than \$100,000) are received, and the lowest price is offered by a non-women or non-minority business enterprise located outside of Flagler County, and the next lowest price is offered by a women or minority business enterprise that is within five (5) percent of the lowest price offered, then the women or minority business enterprise shall be given the opportunity to match the lowest price offered. If the MBE/WBE/VBE Vendor agrees to match the lowest price is reached, the MBE/WBE/VBE Vendor will be awarded the Quote if the MBE/WBE/VBE Vendor is otherwise fully qualified and meets all Board requirements.

2. When sealed Bids are received that are \$500,000 or more and less than \$1,000,000 and the lowest price is offered by a non-women or non-minority business enterprise located outside of Flagler County, and the next lowest price is offered by a women or minority business enterprise that is within four (4) percent of the lowest price offered, then the women or minority business enterprise shall be given the opportunity to match the lowest price offered. If the MBE/WBE/VBE Vendor agrees to match the lowest price is reached, the MBE/WBE/VBE Vendor will be awarded the Quote if the MBE/WBE/VBE Vendor is otherwise fully qualified and meets all Board requirements.
3. When sealed Bids are received that are \$1,000,000 or more and less than \$2,000,000 and the lowest price is offered by a non-women or non-minority business enterprise located outside of Flagler County, and the next lowest price is offered by a women or minority business enterprise that is within three (3) percent of the lowest price offered, then the women or minority business enterprise shall be given the opportunity to match the lowest price offered. If the MBE/WBE/VBE Vendor agrees to match the lowest price is reached, the MBE/WBE/VBE Vendor will be awarded the Quote if the MBE/WBE/VBE Vendor is otherwise fully qualified and meets all Board requirements.
4. When sealed Bids are received that are \$2,000,000 or more and the lowest price is offered by a non-women or non-minority business enterprise located outside of Flagler County, and the next lowest price is offered by a women or minority business enterprise that is within two (2) percent of the lowest price offered, then the women or minority business enterprise shall be given the opportunity to match the lowest price offered. If the MBE/WBE/VBE Vendor agrees to match the lowest price is reached, the MBE/WBE/VBE Vendor will be awarded the Quote if the MBE/WBE/VBE Vendor is otherwise fully qualified and meets all Board requirements.
5. For instances in 1 through 4 above, the Vendor afforded the opportunity to match the lowest price offered must respond within three (3) business days.
6. If more than one MBE/WBE/VBE Vendor earn the opportunity to match the lowest price offered by a non- MBE/WBE/VBE Vendor, the MBE/WBE/VBE Vendor with the next lowest price will be given the opportunity to match the lowest price first, and then the second closest price and so on.
7. For all instances in 1 through 6 above, where there are two MBE/WBE/VBE Vendors, where their original prices offered are tied as the second lowest, and they have both agreed to match the lowest price offered, they will be given the opportunity to submit a second sealed bid within a seven-day deadline, which will be opened in a publicly noticed meeting held by the Office of Procurement and Contracts.

Preference in Proposals - Requestor Proposal

For procurement in which a Request for Proposals is developed with evaluation criteria, a MBE/WBE/VBE vendor preference of not more than five (5) percent of the total evaluation score will be assigned. The percentage that will be assigned for MBE/WBE/VBE vendor preference will be established prior to the issuance of the Request for Proposals and will be included in the evaluation criteria.

Certification

1. Any vendor claiming to be an MBE/WBE/VBE shall deliver certification to the Office of Procurement and Contracts (refer to Section 5).
2. It is the responsibility of any vendor claiming to be a MBE/WBE/VBE to include a valid certification with its Quote, Bid or Proposal. Failure to submit such certification shall constitute a waiver of the vendor's ability to exercise Local Preference in the procurement.
3. The Office of Procurement and Contracts shall verify the accuracy of any certifications

when determining whether a vendor meets the definition of an MBE/WBE/VBE.

Exceptions to MBE/WBE/VBE Vendor Preference Policy

The procurement preference set forth in this policy shall not apply to any of the following:

1. Purchases or contracts which are funded, in whole or part, by assistance of any federal, state or local agency, which disallows an MBE/WBE/VBE vendor preference.
 - a. Any contract with federal funding, include federal contract clauses and ensure the procurement process complies with FTA requirements.
2. Purchases or contracts which are funded, in whole or part, by a governmental entity and the laws, regulations or policies governing such funding prohibit application of such preference.
3. Goods or services purchased under a cooperative purchasing agreement, state contract or interlocal agreement.
4. Contracts for professional services, procurement of which is subject to the Consultants' Competitive Negotiation Act (CCNA) or subject to any competitive consultant selection policy or procedure adopted or utilized by the Board of County Commissioners.
5. Purchases made, or contracts let under emergency situations, or for retainer agreements for legal services.

Application of the MBE/WBE/VBE vendor preference to a particular purchase may be waived upon written justification to and approval by the County Administrator.

The MBE/WBE/VBE vendor preference established in this policy does not prohibit or lessen the right of the Board of County Commissioners or Purchasing staff to compare quality or fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare qualifications, character, responsibility, and fitness of all persons and vendors submitting Quotes, Bids or Proposals.

The MBE/WBE/VBE vendor preference established in this policy does not prohibit the Board of County Commissioners from giving any other preference permitted by law, in addition to the MBE/WBE/VBE vendor preference authorized in this policy.

This policy in no way supersedes the Local Preference Policy.

SECTION 17. LOCAL PREFERENCE

Policy

It shall be the policy of the Board that vendors located in Flagler County shall be given preference in the procurement process, unless otherwise prohibited by law or waived by the County Administrator.

Definition

The term Flagler County Vendor means any business:

1. Having a physical location within the boundaries of Flagler County for at least twelve (12) months immediately prior to the issuance of the request for Quotes, Bids or Proposals by the County.
2. Holding any business licenses required by the County, and/or, the municipalities, if applicable.
3. Employing at least one (1) full time employee, or two (2) part-time employees whose primary residence is in Flagler County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one (1) or more persons whose primary residence is in Flagler County.

Notice

Any procurement for purchases of \$100,000 or more by the County to which the provisions of this Section are being applied shall contain a statement that a local preference will be used in the evaluation and award of that purchase. When local preference applies, it is the vendor's responsibility to request Local Preference by submitting a completed Local Preference Affidavit with its sealed bid or proposal.

For County purchases less than \$100,000, it is the vendor's responsibility to request Local Preference by submitting a completed Local Preference Affidavit with its quotation.

Preference for Quotes and Invitation to Bid (ITB)

The local preference policy shall be implemented in the following manner:

1. When Written Quotes (more than \$1,000 and less than \$100,000) are received, and the lowest price is offered by a vendor located outside of Flagler County, and a price is offered by a Flagler County vendor, and it is within five (5) percent of the lowest price offered, then the Flagler County vendor shall be given the opportunity to match the lowest price offered. If the Flagler County vendor agrees to match the lowest price, the Flagler County vendor will be awarded the Quote if the Flagler County vendor is otherwise fully qualified and meets all requirements.
2. When sealed Bids are received that do not exceed \$500,000 and the lowest price is offered by a vendor located outside of Flagler County, and a price is offered by a Flagler County vendor, and it is within five (5) percent of the lowest price offered, then the Flagler County vendor shall be given the opportunity to match the lowest price offered. If the Flagler County vendor agrees to match the lowest price, the Flagler County vendor will be awarded the Bid if the Flagler County vendor is otherwise fully qualified and meets all requirements.
3. When sealed Bids are received that are \$500,000 or more, but less than \$1,000,000, and the lowest price is offered by a vendor located outside of Flagler County, and a price is offered by a Flagler County vendor and it is within four (4) percent of the lowest price offered, then the Flagler County Vendor shall be given the opportunity to match the lowest price offered. If the Flagler County Vendor agrees to match the lowest price, the Flagler County Vendor

will be awarded the Bid if the Flagler County Vendor is otherwise fully qualified and meets all requirements.

4. When sealed Bids are received that are \$1,000,000 or more, but less than \$2,000,000, and the lowest price is offered by a vendor located outside of Flagler County, and a price is offered by a Flagler County Vendor and it is within three (3) of a percent of the lowest price offered, then the Flagler County Vendor shall be given the opportunity to match the lowest price offered. If the Flagler County Vendor agrees to match the lowest price, the Flagler County Vendor will be awarded the Bid if the Flagler County Vendor is otherwise fully qualified and meets all requirements.
5. When sealed Bids are received that are \$2,000,000 or more, and the lowest price is offered by a vendor located outside of Flagler County, and a price is offered by a Flagler County Vendor and it is within two (2) of a percent of the lowest price offered, then the Flagler County Vendor shall be given the opportunity to match the lowest price offered. If the Flagler County Vendor agrees to match the lowest price, the Flagler County Vendor will be awarded the Bid if the Flagler County Vendor is otherwise fully qualified and meets all requirements.
6. For instances in 1 through 5 above, the Vendor afforded the opportunity to match the lowest price offered must respond within three (3) business days.
7. If more than one Flagler County Vendor earns the opportunity to match the lowest price offered by a vendor located outside of Flagler County, the Flagler County Vendor with the next lowest price will be given the opportunity to match the lowest price first, and then the second closest price and so on.
8. For all instances in 1 through 5 above, where there are two Flagler County Vendors where their original prices offered are tied as the second lowest, and they have both agreed to match the lowest price offered, they will be given the opportunity to submit a second sealed bid within a seven (7) day deadline, which will be opened in a publicly noticed meeting held by the Office of Procurement and Contracts.

Preference in Proposals (Request for Proposals)

For procurement in which a Request for Proposals is developed with evaluation criteria, a local preference of not more than five (5) percent of the total score will be assigned. The percentage that will be assigned to local preference will be established prior to the issuance of the Request for Proposals and will be included in the evaluation criteria.

Affidavit of Certification

Any vendor claiming to be a Flagler County Vendor shall deliver a written affidavit to the Office of Procurement and Contracts. The affidavit shall certify that the business meets the definition of a Flagler County Vendor, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury.

It is the responsibility of any vendor claiming to be a Flagler County Vendor to include a copy of its affidavit with its Quote, Bid or Proposal. Failure to submit such affidavit shall constitute a waiver of the vendor's ability to exercise Local Preference in the procurement.

The Office of Procurement and Contracts shall verify the accuracy of any such affidavit when determining whether a vendor meets the definition of a Flagler County Vendor.

Exceptions to Local Preference Policy

The procurement preference set forth in this policy shall not apply to any of the following:

1. Purchases or contracts which are funded, in whole or part, by assistance of any federal, state,

- or local agency that disallows local preference.
2. Purchases or contracts that are funded, in whole or part, by a governmental entity and the laws, regulations or policies governing such funding prohibit application of local preference.
 3. Goods or services purchased under a cooperative purchasing agreement, state contract or interlocal agreement.
 4. Contracts for professional services, procurement of which is subject to the Consultants' Competitive Negotiation Act (CCNA) or subject to any competitive consultant selection policy or procedure adopted or utilized by the Board of County Commissioners.
 5. Purchases made or contracts are let under emergency situations or retainer agreements for legal services.

Application of local preference for a particular purchase may be waived upon written justification to and approval by the County Administrator.

The local preference established in this policy does not prohibit or lessen the right of the Board of County Commissioners or Office of Procurement and Contracts staff to compare quality or fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare qualifications, character, responsibility, and fitness of all persons and vendors submitting Quotes, Bids or Proposals.

The local preference established in this policy does not prohibit the Board of County Commissioners from giving any other preference permitted by law, in addition to the local preference authorized in this policy.

SECTION 18. ENVIRONMENTAL AND ENERGY EFFICIENT

Flagler County recognizes its role as a responsible partner in its local and global community and strives to minimize negative impacts on human health and the environment. To support this goal, the County is proposing to embed sustainable considerations in the solicitation process that are fiscally responsible, promote worker health, conserve natural resources and prevent pollution.

This policy aims to institutionalize sustainability-preferable decision-making into the County's procurement process. Working together, the County can leverage its substantial buying power to benefit local and global environments, while advancing the County's sustainability and resiliency goals. The policy will assist the County in procuring sustainable goods and services by developing sustainability specification guidance, providing training, resources and consulting services, vendor outreach, and tracking progress toward sustainable spending goals.

1. Reduce energy use and promote energy efficiency.
2. Reduce water use and conserve water resources.
3. Enhance indoor and outdoor environmental quality.
4. Encourage the use of reusable and recyclable products.
5. Reduce materials that are placed in landfills (i.e., promote circular economy)
6. Reduce the environmental impact of materials.
7. Assess and consider climate change risks and vulnerabilities.
8. Lease vs. Buy decision factors.

These efforts will reduce waste and will increase demand for environmentally preferred products. The County will benefit from improved employee and public health, reduction in energy consumption and emissions, improved air and water quality, and conservation of natural resources.

SECTION 19. INSURANCE BONDS AND DEPOSITS

General

1. The purpose of this Section is to describe the responsibilities with regard to insurance and bonding in the Purchasing process. The Office of Procurement and Contracts in coordination with the departments/divisions are responsible for coordinating with the County Attorney and/or Human Resources/Risk Management to ensure appropriate insurance requirements in contracts.
2. Human Resources/Risk Management is responsible for determining the need, types, and limits of insurance coverage for all County purchases, as well as the adequacy of insurance agents and companies providing coverage on County projects.
3. For procurement of services and construction, and commodities that include any labor, the requesting department/division will coordinate with Risk Management to determine the appropriate insurance requirements to deliver to the Office of Procurement and Contracts with the specifications for inclusion in the solicitation.
4. Non-compliant insurance requirement issues will be resolved jointly with the requesting department/division, Office of Procurement and Contracts, Human Resources/Risk Management, and the County Attorney's Office, as appropriate.
5. The Office of Procurement and Contracts will maintain certificates of insurance for the life of the project.

In the event that insurance coverage should lapse, the Office of Procurement and Contracts will notify the requesting department/division, which will work with the County Attorney's Office and Human Resources/Risk Management to resolve the matter.

Bonds and Deposits

Payment and Performance Bond

A payment and performance bond in the form of the public construction bond provided in Florida Statute 255.05 is required on all construction projects exceeding \$200,000. Additionally, the Office of Procurement and Contracts may require a payment and performance bond when it is deemed to be in the best interests of the County to ensure that a contract is carried out in accordance with the applicable specifications and at the agreed contract price.

Alternative Forms of Security

For construction contracts that are for \$200,000 or less, the Board may allow a Contractor to submit an alternative form of security in the form of money order, certified check, cashier's check, irrevocable letter of credit, or alternative securities of the type listed in part II of Chapter 625, Florida Statute, in lieu of a payment and performance bond. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bonds required by the Bid/Proposal document. The determination of the value and acceptability of such alternative forms of security shall be made by the Procurement & Contract Services Manager.

Bid Bond or Guaranty of Good Faith Deposit

The Office of Procurement and Contracts may require Bidders to submit with their Bid/Proposal a Bid Bond or guaranty of good faith deposit in the amount specified in the Bid/Proposal document. Bid Bonds will be effective for the time the Bid/Proposal is effective. Any check or money order will be retained for the same period.

Amount of Bond or Deposit

Required bonds or deposits generally range in the following percentile:

1. Performance Bond: 25% of the annual price to 100% of the contract price.
2. Payment and Performance Bond: 100% of contract price for federally funded construction contracts over \$250,000.
3. Bid Bond or Guaranty of Good Faith Deposit: At the discretion of the Office of Procurement and Contracts but generally 5% of the Bid/Proposal price.

Processing of Bonds and Deposits

The Bidder/Proposer shall be responsible for providing the bond or deposits. Any costs may be included in the contract price.

1. The surety company issuing any surety bond for a project must fulfill each of the provisions stated in Florida Statute 287.0935 and the bond amount must be within the surety company's bonding limits. The bond must be signed by an agent registered with the Division of Insurance as an agent for that surety company. Surety company must also provide a current Power of Attorney authorizing the agent to bind the Surety company.
2. All performance bonds accepted shall be recorded by the vendor at the Flagler County Clerk's Office to be filed with the official records of the Board.
3. In the event a Bidder/Proposer fails to provide an acceptable bond within ten (10) calendar days after notification, the Board may rescind the award and/or terminate the contract and may retain any good faith deposit and require payment of any Bid Bond or guaranty that may have been submitted.
4. If an ITB or RFP specifies that a good faith deposit shall be made by way of a certified check accompanying the Bid or Proposal, the Bidder/Proposer may submit a certified check, cashier's check, treasurer's check, or bank draft drawn on any national or state bank (see Florida Statute 255.051). Such deposits shall be retained by the Clerk's Finance Department as clerk and accountant of the Board until all provisions of the contract have been satisfied. Personal checks, business checks, and cash deposits are not acceptable.
5. Upon Award, fulfillment of all post-award requirements, and request of the Bidder/Proposer, the Office of Procurement and Contracts shall notify the Clerk's Finance Department to return deposits to unsuccessful Bidders.

SECTION 20. OWNER DIRECT PURCHASE PROGRAMS

Policy

It shall be the policy of the Board that materials, equipment and/or services for use in public works projects be purchased by the County directly from the dealer to qualify for the sales tax exemption in accordance with Florida Statute 212.08(6) and Rule 12A-1.094 Florida Administrative Code, as they may be amended from time to time.

Definitions

1. **Contractor** - one that supplies and installs tangible personal property that is incorporated into or becomes a part of a public facility pursuant to a public works contract with a governmental entity exercising its authority in regard to a public property or facility. "Contractor" does not include a person that provides tangible personal property that will be incorporated into or become part of a public facility if such property will be installed by another party. A person that provides and installs tangible personal property that is freestanding and can be relocated with no tools, equipment, or need for adaptation for use elsewhere is not a Contractor within the scope of this procedure.
2. **Public works** - projects for public use or enjoyment, financed and owned by the County, in which private persons undertake the obligation to do a specific piece of work that involves installing tangible personal property in such a manner that it becomes a part of a public facility. For purposes of this procedure, a public facility includes any land, improvement to land, building, structure, or other fixed site and related infrastructure thereon owned or operated by the County where governmental or public activities are conducted. The term "public works" is not restricted to the repair, alteration, improvement, or construction of real property and fixed works, although such projects are included within the term.

Procedure

Decision to utilize Owner-Direct Purchase Program Prior to Issuance of Solicitation

Prior to issuance of solicitation documents, the Procurement & Contract Services Manager and Project Manager may mutually determine that it is in the best interests of the County to purchase all or a portion of materials, equipment and/or services directly from a vendor or manufacturer, rather than having the primary Contractor purchase these items. This would enable the County to qualify for exemption from the state sales tax and eliminate any additional Contractor markup that is computed based on the inclusion of the sales tax. Language relating to the County's options in this regard shall be included in the solicitation document. Should the County decide to pursue this option, the contract shall be prepared, indicating generally what items, materials and/or services the County will purchase directly. A requisition and subsequent Purchase Order will be issued directly to the appropriate vendor. The vendor's invoice must be issued directly to the County. The County must assume the risk of loss at the time of purchase.

Decision to utilize Owner-Direct Purchase Program Post Contract Execution

In the event that a decision is made by the County to directly purchase some or all of the materials, equipment and/or services after a contract has been made, the following procedures shall apply:

1. The Contractor will provide the County detailed scoping and pricing for items with a minimum value of \$10,000.00, for direct material purchase.
2. A change order to the contract will be prepared by the Project Manager. The change order shall identify the items for removal from the contract and the corresponding price adjustment.
3. A change order to the Purchase Order will be initiated by the Project Manager. The original Purchase Order will be reduced by the amount of the associated direct purchase item(s).
4. The department/division will create an online requisition for the appropriate supplier, subcontractor, or other party with whom the County is contracting for the purpose of the direct purchase tax exemption. If the Contractor has sourced and confirmed pricing for the materials, it

will not be necessary for the department/division to obtain quotes.

5. The change order identified in 2 and 3 of this paragraph will be attached to the requisition, along with a properly executed Certificate of Entitlement in accordance with Florida Statute 212.08(6).
6. The Contractor will be responsible for the materials units that are incorporated into the project and will purchase and/or have ample Builder's risk insurance for the materials directly purchased by the County for the project.

SECTION 21. CONTRACT ADMINISTRATION

General

Contract Administration is a broad term that includes all administrative functions related to contracts. Contract Administration includes, but is not limited to, the development of the initial specifications, participation in the issuance of solicitations, contract development and implementation, measuring contract completion and compliance, and approving payments. This Section serves to guide the employee managing the contract, also referred to as the Contract Administrator.

Definition

A contract is an agreement with specified terms between two or more people or vendors in which there is a promise to do something in return for a valuable benefit known as consideration. A contract represents an agreed upon legal obligation by each party to the contract. The mutual promises exchanged by the parties represent consideration, which entitle each party to rely on the promise of the other.

Flagler County Contracts

A contract is formed following the decision to accept a quote, bid or proposal by qualified vendors. This decision is often referred to as the “award” and can only be made by the proper approving authority, as detailed in Section 13. The award of a quote, bid or proposal is documented by one of the following:

1. Purchase Order

A purchase order is a contract and requires administration. The Purchase Order includes all terms and conditions in the Purchase Order (with standard terms and conditions on the County’s website) and any applicable quote, bid or proposal. A Purchase Order does not require all of the formalities in terms of review and execution that are required for formal written contracts.

2. Formal Written Contract

A formal written contract will normally be required for service awards (including construction awards) exceeding the limit described in Section 5 or when deemed necessary by the requesting department/division, the Office of Procurement and Contracts or the County Attorney, based on the complexity of the goods or services being procured. The contract should incorporate all relevant terms and conditions contained in the issued solicitation and responsive bid or proposal, to the extent agreed upon by the parties to the contract.

Changes related to existing Contracts

1. Unilateral changes

A unilateral change is made pursuant to a contract provision giving the party that is making the change the right to do so. Examples include contractual provisions allowing a party to change the name and contact information for its project manager, the right to increase or decrease the number of units of a product to be delivered, and the right to change the level of service being received. The reason that the changes are unilateral is that, pursuant to the express terms of the contract, the party making the change has the right to do so. Typically, when the County has the express right within the terms of a contract to make unilateral changes, those changes are made by County staff in the administration of the contract. Those changes are typically made by some form of notice. In the case of change in the designated project manager or contact information, a notice delivered pursuant to the contractually required notice provisions is typically used. For changes in quantities or other performance requirements the notice may take the form of a change order. Deductive change orders that do not change the Board approved outcome and additive change orders(s) or unit modification(s) authorized for budgeted amount, may be authorized and approved if submitted in

writing to the Procurement & Contract Services Manager and/or County administrator. Neither a Project Manager nor a Department Director may be the approving authority.

2. Bilateral Changes

A bilateral change is a change in the terms of a contract that must be agreed upon by all parties to the contract to be effective. These changes are typically made by an amendment to the contract which must be signed on behalf of the County by the person authorized to make the change. Typically, that is the Board of County Commissioners except to the extent that the Board has delegated the purchasing authority to its staff and the change is within the scope of the delegation.

3. Records Retention

Per the State of Florida General Records Schedule GS-1-SL, employees shall ensure all records are kept per the States guidelines. All bids awarded or canceled must be maintained five (5) fiscal years after the award or bid project is canceled. For all Capital improvement bids please see the guideline per successful and unsuccessful.

Task Order Policy

General Requirements

All work performed under a continuing services contract must be authorized by a written Task Order prior to commencement.

Task Orders must reference the contract number and comply with its terms and conditions.

Task Orders must include:

- Scope of work and deliverables
- Cost estimate
- Schedule and completion date

No Task Order shall exceed the maximum value or term of the contract.

Approval Process

All Task Orders require:

1. Requesting Department to draft scope of work and cost estimate.
2. Task Order number. (ex. TO-1-2025000XXX)
3. Budget Verification to ensure adequate funding is available.
4. Procurement Department review for compliance with contract terms and procurement regulations.
5. Approval based on delegated spending authority:
 - a. Up to \$50,000 – Procurement and Contract Manager
 - b. \$50,000.01 < \$100,000 – County Administrator or designee
 - c. \$100,000 or more – Board of County Commissioners approval, unless otherwise delegated
6. Legal approval if required.
7. Signatures by all required parties including vendor.

Upon Task Order approval, requesting department will submit a requisition for a PO. A copy of the fully executed Task Order must be attached.

The Requesting Department is responsible for monitoring progress, ensuring deliverables are met, and approving invoices.

Any change in scope, cost, or schedule must be documented via a Task Order Amendment and approved following the same process as the original Task Order.

Vendors performing work without an approved Task Order do so at their own risk and may not be compensated.

County staff authorizing work without proper approval may be subject to corrective action in accordance to Flagler County's Personnel Rules and Regulations.

SECTION 22. VENDOR EVALUATION

General

1. It is important for both the Board and Contractor, that evaluations of work performed are completed in order to have a mechanism to record the level of performance to be used as a basis for determining eligibility for future work.
2. The evaluation is mandatory for all contracts over \$50,000.
3. The evaluation is optional for all projects below \$50,000.
4. Evaluations shall be completed annually at the anniversary of the executed contract and six (6) months prior to contract renewals.
5. If project related, evaluations must be completed within 30 days of project completion.

Procedure

1. It is the responsibility of the Project Manager to complete the **Vendor Evaluation Form**. The completed form must be signed by the Project Manager and the Department Director.
2. The results of the completed evaluation will be provided to the Office of Procurement and Contracts and maintained in the vendor file.
3. The vendor will be provided with a copy of the evaluation by the Office of Procurement and Contracts. Satisfactory results may be provided by e-mail. Unsatisfactory results shall be provided by certified mail.
4. If the Contractors' overall performance is concluded as "Unsatisfactory" two (2) times within a five (5) year period, the vendor may be suspended from performing work for the County for up to two (2) years at the discretion of the County Administrator.

Vendor Due Process Rights

1. If the Contractor disagrees with the evaluation, they shall have seven (7) business days from the mailing date of the evaluation to rebut the evaluation.
2. A written notification must be sent to the Contract Compliance Officer outlining the points of disagreement.
3. The Contract Compliance Officer will review the evaluation with the Project Manager and the Department Director. Upon reaching a finding, it will be submitted to the Procurement and Contract Services Manager for review and confirmation. If confirmed, the finding will be sent to the Contractor either upholding or revising the evaluation. This decision will be final, and the score may be used to determine if the Contractor is responsible Bidder for future projects with the County.
4. If the Contractor does not dispute the finding within the seven (7) day period, the evaluation will be deemed acknowledged and the score will be issued accordingly.
5. The results of the completed evaluation, supporting information, and disputes will be maintained by the Office of Procurement and Contracts.

Vendor Performance Tracking

- 1) Departments are responsible for actively monitoring and documenting supplier performance. All performance issues must be documented in writing, including any related correspondence or notifications to the supplier. When issues arise, departments must complete a **Vendor Complaint Form**, and submit it to the Office of Procurement and Contracts to formally notify the Contractor of the performance concerns. Contractors must be given a reasonable timeframe to implement corrective action in accordance with the terms and conditions of the contract.

- 2) If the Contractor fails to respond or the issue(s) remains unresolved, the Contract Compliance Officer will pursue any and all remedies available by the contract and the law.

SECTION 23. SUSPENSION AND DEBARMENT

Authority

The Procurement & Contracts Services Manager may request the County Administrator to suspend or debar, for cause, the right of a vendor to be included in a vendor database and any solicitation or response from that vendor may be rejected.

Suspension

A vendor may be suspended for a period not to exceed two (2) years, as determined by the County Administrator upon adequate evidence of any of the following:

1. The vendor defaults or fails to fully comply with the conditions, specifications or terms of solicitation or contract with the County.
2. The vendor commits any fraud or misrepresentation in connection with a vendor registration, Affidavit of MBE/WBE/VBE Designation, solicitation, or contract with the County.
3. The vendor is charged by information or indictment with the commission of a criminal offense in connection with obtaining or attempting to obtain a public or private contract or subcontract or in the performance of a public or private contract or subcontract.
4. The vendor is charged by information or indictment with embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty. If the charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final disposition provided to the County by the vendor.
5. The vendor becomes insolvent, has proceedings in bankruptcy instituted against it, compounds its debts, or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
6. The vendor violates the ethical standards set forth in local, state, or federal law.
7. Any other cause the Procurement & Contract Services Manager determines to be so serious and compelling as to affect the present responsibility of the vendor materially and adversely as a government Contractor, including but not limited to suspension by another governmental entity for cause.
8. Unsatisfactory result of vendor evaluation.

Permanent Debarment

A vendor may be permanently debarred for any of the following:

1. Default or failure to fully comply with the conditions, specifications, drawings or terms of a solicitation or contract with the County.
2. Conviction in a court of competent jurisdiction for commission of those offenses stated in paragraphs 3 and 4 of subsection B of this Section, in connection with the vendor's commercial enterprise. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final court disposition from vendor to the County.

Procedure

The vendor will be notified of the suspension or debarment by the Office of Procurement and Contracts by certified mail.

Disputes

1. If the vendor disagrees with the suspension or debarment, they shall have seven (7) business days from the mailing date to rebut.
2. Written notification must be sent to the Procurement & Contract Services Manager outlining the points of disagreement.
3. The Procurement & Contract Services Manager will review the evaluation with the Project Manager, the Department Director and the County Administrator, after which a finding will be sent to the vendor either upholding or revisiting the suspension or debarment.
4. If the vendor does not dispute the suspension or debarment within seven (7) day period, the suspension or debarment will be deemed acknowledged.

SECTION 24. EMPLOYMENT ELIGIBILITY VERIFICATION “E-VERIFY”

For all formal competitive purchases over \$50,000.00, the following requirements for E-Verify apply.

Definitions as used in this Section:

1. Employee assigned to the contract – An employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract. An employee is not considered to be directly performing work under a contract if the employee:
 - a. Normally performs support work, such as indirect or overhead functions; and
 - b. Does not perform any substantial duties applicable to the contract.
2. Subcontract – Any contract entered by a Subcontractor to furnish goods or services for performance of a contract or a subcontract under a contract. It includes, but is not limited to, purchase orders, changes, and modifications to purchase orders.
3. Subcontractor – Any supplier, distributor, vendor, or firm that furnishes goods or services to or for Contractor or another Subcontractor.
4. United States – As defined in 8 U.S.C. 1101(a)(38), means the 50 states, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

Enrollment and Verification Requirements

The Contractor must be enrolled in E-Verify at time of Bid/RFP submittal, and the Contractor shall use E-Verify to initiate verification of employment eligibility of:

1. All new employees:
 - a. If enrolled thirty (30) days or more, the Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the State of Florida, whether assigned to a contract, within three (3) business days after the date of hire; or
 - b. If enrolled less than thirty (30) calendar days, within thirty (30) calendar days after enrollment in E-Verify, the Contractor shall initiate verification of employment eligibility of all new hires of the Contractor who are working in the State of Florida, whether assigned to a contract, within three (3) building days after the date of hire.
2. Employees assigned to a contract. For each employee assigned to a contract, the Contractor shall initiate verification of employment eligibility, to the extent allowed by E-Verify program, within thirty (30) calendar days after date of contract award or within thirty (30) days after assignment to a contract, whichever date is later.
3. The Contractor shall comply, for the period of performance of a contract, with the requirements of the E-Verify Program Memorandum of Understanding. Termination of the Contractor’s Memorandum of Understanding and denial access to the E-Verify system by the Department of Homeland Security of the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under the contract.
4. Individuals previously verified. The Contractor is not required by this Section to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the Contractor through the E-Verify program.
5. Information on registration for and use of the E-Verify program can be obtained via Internet at the U.S. Citizenship and Immigration Service’s Website: <http://www.uscis.gov>.

Subcontracts

The Contractor shall include, and shall require the inclusion of, the requirements of this Section, including this paragraph pertaining to subcontracts (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under a contract.

SECTION 25. FEDERAL, STATE, AND OTHER GRANT FUNDS

Applications

The Board of County Commissioners shall approve all applications for state, federal and other grants after confirming through the Financial Services Department that matching funds, if required, are available. The County's ability to find any ongoing costs of a potential grant, including personnel, operation and maintenance, shall be considered as early as possible in the application process but no later than prior to accepting an award.

Acceptance

Upon notice of the grant award, the Department Administrator shall submit the grant to the Board for acceptance and for approval of the associated budget resolution if required. Confirmation of the availability of matching funds and the County's ability to fund maintenance, operational and other ongoing costs (if any) shall be provided to the Board.

Procurement

The Board recognized that certain procurement requirements for state or federally funded programs may, from time to time, conflict with standard Flagler County policies. The Procurement & Contracts Services Manager, therefore, is authorized to modify County procurement policies to conduct procurement in accordance with any mandatory applicable federal laws and regulations comply with procurement requirements for state or federally funded programs.

Federal Funding Requirements

Flagler County has and maintains proper policies and procedures as required by federal awards and consistent with 2 Code of Federal Regulations (C.F.R.) Chapter I, Chapter II, Part 200. All procurements must comply with the Florida Statutes, rules, and procedures as per 2 C.F.R. §§200.318-200.326.

All Contracts and procurements in which federal funds are used shall adhere to the provisions of 2 C.F.R. 200, including as more particularly described below. The County shall not solicit or award contracts in an arbitrary manner but shall endeavor to follow these rules fairly and transparently.

Procurement Standards (2 C.F.R. §200.318-200.326)

General Rules

These standards apply to procurement of goods or services using federal funds and program income.

1. The procurement must comply with Non-Federal Entity/Flagler County's procurement procedures which reflect applicable State and local laws and regulations, if they conform to applicable Federal law and the standards identified in 2 C.F.R. Part 200.
2. The Requesting Department, via the designated contract manager, must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. (2 C.F.R. §200.318(b))
3. Vendor must be registered and active in Sam.gov for responsibility checks and federal responsibility determination.

Procurement Documentation

The County must maintain all procurement records sufficiently to detail the history, including all competitive bidding documents and all other documentation relating to the evaluation of the competitive

bidding proposals and responses; justification of the award; and approval of a reasonable contract price and type.

Conflict of Interest

(1) No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, employees, officers, and board members may accept unsolicited gifts of less than \$100.00 in value, when the gift is not intended to influence any official action. Violations of these standards will subject the employee, officer, or board member to disciplinary action as provided in the County's Human Resources Policy.

(2) No private corporation or organization affiliated with the County with an organizational conflict of interest may participate in the selection, award, or administration of a contract supported by a Federal award. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The County shall require vendors to provide information to assist in identifying organizational conflicts of interest and shall include a provision prohibiting such conflicts in vendor contracts, including when applicable contracts for architecture and engineering services and for design-build contracts.

Avoidance of unnecessary or duplicative items

The Purchasing Division will review expenditures to avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.

The Purchasing Division when appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economies and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part. (2 C.F.R. §§200.318 (d), 200.318(e), 200.318 (f)).

Contracts may only be awarded to responsible vendor/contractors

The county will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with County laws and policies, record of past performance, and financial and technical resources.

Competition Requirements

Full and Open Competition:

As per 2 C.F.R. §200.319, all procurement transactions must be conducted in a manner providing for full and open competition, which prohibits placing unreasonable requirements, unnecessary experience, or excessive bonding on firms in order for them to qualify to do business. County staff shall ensure that procurement transaction do NOT allow noncompetitive pricing practices between firms and affiliated companies; noncompetitive contracts to consultants that are no retainer contracts (e.g. out-of-scope work added to the consultant's work retainer); specifying only a "brand name" product instead of allowing "an equal" product; and any arbitrary action in the procurement process. 2 C.F.R. §319 (a). Solicitation criteria must be objective, not unduly restrictive, not arbitrary, and must be published and applied consistently.

Prohibition of Bidding

The contractor that is bidding on the contract cannot be involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals. (2 C.F.R. §200.319(a))

Solicitation Requirements

The solicitation shall include a clear and accurate description of the technical requirements for material, product, or service to be procured, including requirements that must be fulfilled by offerors/vendors and the evaluation factors/criteria, e.g. Identify if price or quality is most important in the solicitation. If the County uses prequalified persons or firms, the contract or services or list must be current and include at least 3 prequalified person or firms and not preclude any potential bidders from qualifying during the solicitation period. 2 C.F.R. §§319(c)-319(d).

Method of Procurement Requirements

As per 2 C.F.R. §200.320, one of the following methods must be used when procuring goods or services with any federal funds:

Formal Procurement – Over \$50,000.00 (2 C.F.R. §200.320(c))

1. Procurement by Sealed Bids: Bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the bid to the bid responsible, whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. Sealed bidding is the preferred method for procuring construction. [Federal Note: Sealed bidding is generally used where price is the most important evaluation factor for the County.] A contract award under the sealed bidding method of procurement is made to the bidder submitting the lowest priced responsive and responsible bid.
2. Responsive and Responsible Defined: "Responsive" refers to whether the bidder meets all the material requirement of the Invitation to Bid (ITB), while "Responsible" refers to contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, records of past performance, and financial and technical resources. [See 2 C.F.R. §200.3185(h)]
3. Conditions of Sealed Bids: All of the following conditions must be presented to use sealed bids: i) a complete, adequate, and realistic specification or purchase description is available ii) two or more responsible bidders are willing and able to complete effectively for the business iii) the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. [C.F.R. §200.320 (c)(1)]
4. Requirements for Sealed Bids: If sealed bids are used, the following requirements apply:
 - a. The County must solicit bids from an adequate number of known suppliers (via Opengov), providing sufficient response time prior to the date set for opening the bids and must be publicly advertised.

- b. Competitive solicitation should include any specifications and pertinent attachments and define the items or services in order for the bidder to properly respond.
- c. Set for the Time and Place for the bids to be publicly opened.
- d. Award a firm fixed price contract in writing to the lowest responsive and responsible bidder.
- e. If any bids are rejected, there must be a sound documented reason supporting the rejection [2 C.F.R. §200.320((c)(2))].

Cost or Price Analysis

As per 2 C.F.R. §200.323, if the contract amount (including contract modification) exceeds \$50,000.00 the County must perform a cost or price analysis.

A Cost or Price Analysis must be conducted by the Requesting Department. (2 C.F.R. §200.323(a)). The degree of the analysis depends on the nature of the procurement; however, it should at least start with an independent estimate established before receipt of responses/offers.

5. Procurement by competitive proposals: The technique of competitive proposals is normally conducted with more than one source submitting a response/offer, and either a fixed price or cost – reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. (2 C.F.R. §200.320 (d))

Requirements for Competitive Proposals:

- a. The Request for Proposals (RFP) must be publicized.
- b. Identify all evaluation factors and their relative importance, i.e. evaluation/selection factors and points/percentage allocation for each factor.
- c. Solicit proposals from an adequate number of qualified sources.
- d. The method for conducting technical evaluation of the proposal received and for selecting recipients as outlined in Chapter 3, Paragraph B should be followed and when appropriate should be outlined in the RFP.
- e. The County shall award the contract to the responsible firm whose proposal is most advantageous to the program/project, with price and other factors considered.

Federal Note regarding architectural/engineering (A/E) professional services: the County may use competitive proposal procedures, i.e. Request for Qualifications (RFQs) and the Consultants Competitive Negotiation Act (CCNA), for qualifications-based procurement of A/E professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selector factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort. [2 C.F.R. §200.320(d)(5)]

6. Informal Procurement: Over \$10,000.00 but under \$50,000 Small purchases procedures: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the lesser of either (1) the Simplified Acquisition threshold (i.e. \$50,000.00), or (2) whatever amount State (if applicable F.S. Statute requirement) or Flagler County's competitive procurement rules (i.e. less than \$50,000).
 - a. Price and rate quotations must be obtained from an adequate number of qualified sources.
 - b. The Requesting Department should to the maximum extent possible obtain three (3) or more price quotes and give consideration to the amount of the purchase when obtaining rate and price quotes.

- c. When purchasing complex supplies or services, please document and include justification for the number of price quotes obtained.
 - d. Ensure that proper documentation is maintained in this regard to justify the purchase. (2 C.F.R. §200.320 (b))
- 7. Micro-purchases: Up to \$10,000.00: (i.e. purchases below \$10,000.00, See 2 C.F.R. §200.67) Micro-purchases are awarded based on price reasonableness. For purchases of \$5,000.00 or less, the Requesting Department will maintain documentation of price reasonableness. For purchases greater than \$5,000.00 price reasonableness is required and documented by the Request Department for procurement. [Note: Action to verify the reasonableness, includes utilizing price quotes, telephone, or internet research.] The Requesting Department, to the extent practicable, should distribute micro-purchases equitably among qualified suppliers. Documentation of the purchase in the form of a RTP, when applicable, is necessary to the extent to demonstrate that it is an allowable cost for performance of the Federal award (as per 2 C.F.R. §200.403) and to keep record of equal distribution to qualified suppliers. 2 C.F.R. §200.320(a).
- 8. Noncompetitive proposals: [2 C.F.R. §200.320(f)]: [Note: this does not apply to Micro purchases; RESTORE ACT/ Department of Treasury has sole source section that provides more detail and should be referred to when using RESTORE ACT funds]

Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- a. The item is available from a single source; (substantial duplication of services to reach other sources is justification for proceeding with sole source, but this must be sufficiently documented by Requesting Department and provided to OMB/Purchasing Director)
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation [Federal Note: “Exigency” is generally defined as something that is necessary in a particular situation that requires or demands immediate aid or action. By comparison, the term “emergency” means an unexpected and usually dangerous situation that calls for immediate action. Emergency will typically involve a threat to the public or private property or some other form of dangerous situation, whereas an exigency is not necessarily limited].
- c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the County or after solicitation of several sources, a competition is determined inadequate.

Contract with Small and Minority Business, Women’s Business Enterprises, and Labor Surplus Firms

As per 2 C.F.R. 200.321, the County must take affirmative steps to ensure minority business, women’s business enterprises, and labor surplus area firms are used when possible and to reference FTA Circular 4220, Third Party Contracting Guidance.

Contractual Considerations

Contracts must include the provisions of 2 C.F.R. 200 and Appendix II to 2 C.F.R. Part 200, as amended and as applicable depending upon the Federal program legislation (See Appendix II for Details).

- 1. Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148) and Copeland “Anti-Kickback Act (40 U.S.C. §3145) if the contract amount exceeds \$2,000.00 [Davis-Bacon Act applies only to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit

Security Grant Program; This is not applicable to the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program Grants].

2. Contract Work Hours and Safety Standards Act (40.U.S.C. §§3701-3708) if the contract amount exceeds \$100,000. It must include provision for compliance with 40 U.S.C. §§3702 and 3704, as supplemented by the Department of Labor regulations at 29 C.F.R. Part 5 (See Appendix II (E)) [Applies to FEMA contacts in excess \$100,000 under grant and cooperative Page 41 of 106 agreement programs that involved the employment of mechanics and laborers. It is applicable to contraction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence].
3. Equal Employment Opportunity Clause (41 C.F.R. Part 60-1.4(b)) [All contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. §60-1.3 must include the Equal Opportunity Clause; Applies to FEMA grant and cooperative agreement programs] (See 2 C.F.R. Part 200, Appendix II(C) Debarment and Suspension Clause (A contract award must not be made to parties listed in the governmentwide exclusion in the System for Award Management (SAM.gov) (See 2 C.F.R. Part 200, Appendix II (H); See also See Executive Order 12549, Executive Order 12689, 2 C.F.R. Part 180.530 and 2 C.F.R. Part 3000) [This requirement applies to all FEMA grant and cooperative agreement programs]. A “covered transaction” includes contracts for goods or services in the amount of at least \$25,000; when the contract requires FEMA approval, regardless of the amount, the contract is for federally required audit services, a subcontract is also a covered transaction if it is awarded by the contractor of the recipient or subrecipient and requires either FEMA approval or in excess of \$25,000.
4. Byrd Anit-Lobbying Clause on all contracts; If the contract exceeds \$100,000, bidders must also submit an Anti-Lobbying Certification (see Attached Certification Regards Lobbying Form). [This requirement applies to all FEMA grant and cooperative agreement programs.] (See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18).
5. Procurement of Recovered Materials: All procurements and contracts, involving the use of materials must comply with the requirement to procure only items designated in the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative program for procurement of recovered materials identified in the EPA guidelines. (See 2 C.F.R. Part 200, Appendix II(J); 2 C.F.R. §200.322, and Chapter 11 (Recycled Content Products) of this Policy and include the recovered/recycled materials clause.) [This requirement applies to all contracts awarded under FEMA grant and cooperative agreement programs].
6. If the contract amount exceeds \$250,000.00, it must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for sanctions and penalties (See 2 C.F.R. 200, Appendix II (A))[Applies to all FEMA grant and cooperative agreement programs).
7. If the contract amount exceeds \$10,000.00, it must address termination for cause and convenience, including the manner by which it will be affected and the basis for settlement. (See 2 C.F.R. Part 200, Appendix II (B) [Applies to all FEMA grant and cooperative agreement programs].
8. Rights to Inventions Made Under Contract or Agreement must be included if applicable. (See 2 C.F.R. Part 200, Appendix II(F) [This applies to “funding agreements” under 37 page 42 of 106 C.F.R. §401.2(a) but DOES NOT apply to FEMAS’s PA Program, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households-

Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding Agreement”].

9. If the contract or subgrant amount exceeds \$150,000.00, it must include a provision that requires the contractor to agree to comply with applicable standards, orders, or regulation issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA) (See 2 C.F.R. part 200, Appendix II(G)).
10. Domestic preference for procurements as set for in 2 C.F.R. §200.322.
11. The County will not use the “cost plus a percentage of cost” or “percentage of construction costs” methods of contracting. 2 C.F.R. §200.324(c).

Procurements funded by the Federal Transit Administration (“FTA”) Grants

All procurements funded by the Federal Transit Administration Grants must follow the FTA Purchasing Guidelines. This guide is intended to assist sub-recipients in developing policies and procedures for procurements and purchases using Federal Section 5310, 5311 and 5309 and State funds. Geographic preference for procurement of architectural and engineering services is prohibited.

Graduated Purchasing Authority

Staff shall acquire authorization for purchases in accordance with the following:

1. Petty cash (under \$100): Flagler County does not have a policy for Petty Cash therefore will not be utilized.
2. Products and services with a cost of \$50,000 or less: Department Director, Procurement & Contracts Services Manager.
3. Products and services with costs between \$50,000 and under \$100,000: Department Director, Procurement & Contracts Services Manager and County Administrator.
4. Products and services that cost \$100,000 or more: Board of County Commissioners.

Note, advanced payments to vendors are prohibited unless necessary to address an emergency or safety/security issue.

Purchase Procedures for Federal (Sections 5310, 5311, and 5339) and State Funds by Threshold

Flagler County shall purchase products and services in accordance with the following:

1. Micro Purchases – Procurement less than or equal to \$2,500:
 - a. Equitably distributed among qualified suppliers.
 - b. Document that the purchase was “fair and reasonable” with a description of how this determination was made and include a cost or price analysis.
2. Small Purchases – Procurement greater than \$2,500 but less than \$25,000:
 - a. Perform a price or cost analysis, including contract modifications within these cost thresholds.
 - b. Avoid unreasonable qualifications, specifying brand, and geographic preference.
 - c. Obtain documented price or rate quotations from an adequate number of qualified sources.
 - d. Perform a cost or price analysis.
3. Large Procurements- Procurements \$25,000 or more:
 - a. Formal Bid Process adhering to all FTA procurement requirements. Procurement Manager must perform an independent cost or price analysis prior to receiving bids or proposals, including for contract modifications that meet this cost threshold.
 - b. When only one bid is received, or when procuring from a sole source, the Procurement Manager must conduct and document a cost analysis to ensure the price is fair and reasonable.
 - c. Any buses that are purchased must be tested to ensure they meet the standards of the Florida Department of Transportation as they may be amended from time to time. When possible,

County will purchase its rolling stock cooperatively off of state contracts, which contracts ensure the Florida Department of Transportation have found the vehicles to meet its standards. Otherwise when not purchasing off of a state contract, the County's Fleet Department will ensure a pre-award audit is done for Buy America and Federal Motor Vehicle Safety Standards (FMVSS).

- d. County's Fleet Department will also conduct a post-delivery audit of rolling stock to make sure vehicles meet Buy America, FMVSS, and the standards of the Florida Department of Transportation for public transit.
- e. County will ensure its rolling stock are equipped with monitoring tools required by the Florida Department of Transportation.

Appeal and Protest Procedures

Any bidder, vendor, or contractor who is aggrieved in connection with the solicitation or award of a bid or contracted products and services may file an appeal with Flagler County Purchasing Office. Bidders or contractors may submit an appeal for an award to the Procurement & Contract Services Manager in accordance with the following procedure:

1. The bidder or contract shall submit an appeal no later than five (5) business days after notification of the bid award. Such appeals must be received by the Procurement & Contracts Services Manager no later than 5:00 p.m. within five (5) days of the postmark date.
2. All appeals must be in writing and signed by the bidder or an authorized agent of the bidder.
3. The appeal shall include the name and address of the bidder or contractor.
4. The appeal shall include a detailed description of the facts and disagreements that form the basis of the bidder/vendor/contractor's appeal and supporting documentation and the specific decision requested. The bidder or contractor shall also promptly provide any additional documentation related to the appeal upon request from the Procurement & Contract Services Manager.
5. The County Administrator (or authorized designee) will provide the allegedly aggrieved bidder or contractor with a written decision within five (5) business days after receipt of the appeal. The decision by the County Administrator (or authorized designee) of Flagler is final. If additional time is mutually agreed on, the Procurement & Contract Services Manager shall notify the bidder or contractor of any delay.
6. Failure to comply with the appeal procedure shall render an appeal untimely or inadequate and result in rejection by Flagler County.

In the case of FDOT – grant funded operation, the vendor may further file a protest of the decision that resulted in the appeal process to FDOT. The protest to FDOT shall include a detailed description of facts and disagreement that form the basis of the bidder's or contractor's protest and supporting documentation, and the specific decision requested.

All procurements funded by the Federal Emergency Management Administration (FEMA) shall be subject to the most current 2 C.F.R. Section 200.236 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

SECTION 26. GOODS AND SERVICES AT NO COST

General

The procurement of goods or services at no cost to the County, which may or may not involve commissions or revenue to the County, falls within this category. Examples include, but are not limited to, ATM's, vending machines, credit card services, service audits (electric, phone, etc.) and public use copiers.

Procedures

The requesting department/division provides requirements and specifications to the Office of Procurement and Contracts.

The Office of Procurement and Contracts will, in its discretion, procure the goods or services in a manner that is in the best interests of the County. Procurement will normally consist of soliciting quotes, bids, or proposals in accordance with the procedures outlined in this Manual.

SECTION 27. BUYING USED OR FROM AUCTION

Policy

It shall be the policy of the Board that the purchase of used vehicles or equipment is permissible when it is in the best interests of the County. It shall further be the policy of the Board that the purchase of new or used vehicles or equipment at auction is permissible when it is in the best interests of the County.

Authority

Upon the recommendation of the Procurement & Contract Services Manager, the County Administrator has the authority to approve the request for Purchase of Used or From Auction, up to \$100,000.

Upon recommendation of the Procurement & Contract Services Manager and the County Administrator, the Board must approve request for Purchase of Used or From Auction, \$100,000 and above.

General

The purchase of used vehicles and equipment is not required to be competitive if the requesting department/division establishes to the satisfaction of the approving Authority that the price is fair and reasonable and that considering the age, condition, and price of the used vehicle or equipment and its intended use by the County, it is in the best interests of the County to purchase that used vehicle or equipment.

No vehicle or equipment shall be purchased at auction unless the auction is generally and widely advertised in advance to the public and open to all appropriate bidders.

Procedure

All request for purchases of used or auctioned vehicles or equipment must be submitted on the Request for Purchase of Used or From Auction Form and supported by a written explanation demonstrating the advantage of the purchase consistent with this Policy.

The Procurement & Contract Services Manager will review all requests. The approval process will follow the established approval Authority described above.

Rejected requests will be returned to the requesting department/division and normal procurement procedures will be followed.

Approved requests will be returned to the Office of Procurement and Contracts and the effort to purchase will be initiated, consistent with this Policy.

SECTION 28. BUYING RECYCLED

Policy

It shall be the policy of the Board to encourage and promote the use of recycled products and materials, when and where permissible.

General

The County's participation in the promotion of recycling programs can help reduce the volume of material entering the waste stream, thereby extending landfill life expectancy and reducing infrastructure cost. For recycling programs to be effective, markets must be developed for products that incorporate post-consumer materials in their manufacture, are reusable or are designed to be recycled.

Where possible, specifications should be incorporated in the use of recycled materials, reusable products, and products designed to be recycled.

Should specifications exclude the use of recycled products or require the use of virgin material and products exist with recycled content, the exclusion or requirement should be eliminated unless the user department/division can demonstrate that recycled products will not achieve a necessary performance standard.

Any person or vendor who can demonstrate that a particular product or material with recycled content may be beneficially used instead of another product may request the Procurement & Contract Services Manager to evaluate that product or material. If that product or material is found to be beneficial, the specifications of that product or material may be incorporated into future Invitation to Bid or Requests for Proposals.

Recycled products may be purchased as long as the additional cost of the recycled product does not exceed the cost of non-recycled product by more than two (2) percent.

SECTION 29. FUEL CARD PROGRAM

General

1. The Fuel Card Program is designed to simplify the procurement and payment process for fuel purchases at retail gas stations.
2. Departments will control the use of the Fuel Cards assigned to and utilized by employees of the Flagler County Board of County Commissioners (Board) for purchasing fuel.
3. A number of unique controls have been developed for this program that do not exist in a traditional credit card environment. These controls ensure that each card can be used only by authorized users, for specific purposes, within specific dollar or quantity limits, and for a specific vehicle only.
4. The Fuel Card Program intends to achieve the following:
 - a. To enhance productivity, by providing a single card that is accepted by a large number of national and local vendors
 - b. To ensure adequate internal controls are established within each department/division that procures fuel with Fuel Cards, so that they are used only for authorized purposes.
 - c. To have timely and meaningful management reports which detail and summarize periodic activity.
 - d. To ensure that the Board bears no legal liability from inappropriate use of Fuel Cards.
 - e. To provide a convenient method for purchases, consolidate payments, reduce transaction cost, streamline processes, and capture spending information.

Authority

1. Procurement responsibility is to delegate to the department/division which has selected vehicles to use Fuel Cards, allowing an authorized employee to make an off-site fuel purchase during approved travel outside of County limits and during unique situations in which the County fuel pumps are inoperable.
2. The Department Director, Procurement & Contract Services Manager and/or County Administrator has the authority to revoke Card privileges at any time for any reason.

Responsibility

Card User (Employee)

1. The Fuel Card assigned to a vehicle, has the County's name and vehicle number embossed on it and shall not be used for any other vehicle.
2. Each time a purchase is made with the Fuel Card, the Card user is to obtain a customer copy of the charge slip, which will be the account document.
3. Each Card User is responsible for the security of any Fuel Card in their possession. All precautions shall be taken to maintain confidentiality of the Card User's pin number.

Fuel Card Reconciler

1. Ensure compliance with all Fuel Card procedures
2. Notifies the Fuel Card Administrator of any violations or discrepancies.
3. Notifies the Fuel Card Administrator if a card is not needed anymore and return any cancelled Fuel Cards to the Fuel Card Administrator.
4. Reviews monthly invoices and validates charges prior to Department Head approval.
5. Assist in resolving billing disputes.
6. Request payment for transactions by sending the approved monthly summary to the Office of Procurement and Contracts, not more than five working days after initial receipt.

Fuel Card Administrator

1. The Fuel Card Administrator is the Procurement & Contract Services Manager, or designee.
2. Maintains the card management program.
3. Downloads the invoice, reviews it, and sends it to the respective department/division.
4. Assist in resolving billing disputes if necessary.
5. Submits receive invoices to the Clerk of Courts Finance Department.

Assignment and Control of the Fuel Card

Request for initial, additional or changes to Cards.

1. Request for a new Vehicle Card(s) and/or Authorized User(s) or changes to existing Vehicle Cards or Users will be done by submitting a “Request for Fuel Card” request form and a Fuel Card User Agreement. The Department Director will submit the form to the Fuel Card Administrator.
2. All requests for Vehicle Cards and/or Authorized Users must be approved by the Department Director and the Fuel Card Administrator.

Inventory of Fuel Cards

On an annual basis, the Fuel Card Administrator will provide a list of Vehicle Cards and Authorized Users to each department/division. The Fuel Card Administrator will then set up a physical inventory date to verify the list of cards, the user list, and prepare a report on the results of the physical inventory. Additionally, spot check inventories, of partial or whole department/divisions, may be held at any time and without prior notification.

Lost or Stolen Fuel Cards

1. Should an employee lose or have a fuel card stolen, it is their responsibility to immediately notify their Department Director and the Fuel Card Administrator of the loss. Every effort should be made to locate the card.
2. To report a lost/stolen card: The employee must call the issuing vendor/bank after efforts have been made to locate the card upon discovering that a Fuel Card has been lost or stolen. NOTE-This number is on every Card and help is available 24 hours a day.
3. Failure to promptly notify the issuing vendor/bank of the theft, loss, or misplacement of the Fuel Card could make the employee responsible for any fraudulent use of the card and may result in loss of privileges and/or disciplinary action for the employee.

Transaction Approval/Unauthorized Use

1. If for any reason the Department Director questions a purchase, it is his/her responsibility to resolve the issue with the Card User. If the Department Director is not satisfied that the purchase was necessary and for official use, then the Card User must provide reimbursement to the Board within 10 (ten) business days of written notification by the Department Director.
2. The Fuel Card Administrator will be responsible for resolving abuses by each Card User. Appropriate disciplinary action will be taken against any Card User who misuses their privileges of up to and including recommendation of dismissal. Should it be evident that an unauthorized purchase was knowingly made, the Fuel Card Administrator will notify the Department Director and subsequently the County Administrator to determine what action will be taken.

Cancelled Cards

Fuel Cards canceled for any reason shall be returned to the Fuel Card Administrator for recording, destruction and/or submission to the card issuer.

Audit and Reviews

The Fuel Card Administrator may randomly review a department/division's card activity, and usage for compliance.

Use of Fuel Cards**Personnel**

1. Only employees who are on duty and are assigned to the respective vehicle shall use the Fuel Card assigned to the vehicle.
2. Loaning the Fuel Card to someone or giving them the card number to use to make a purchase may result in disciplinary action in accordance with Flagler County's Personnel Rules and Regulations.

County Fuel Purchases only

1. The fuel card is to be used to fuel County vehicles only.
2. The fuel card shall not be used for personal use. Any personal use will require immediate reimbursement and will result in disciplinary action in accordance with Flagler County's Personnel Rules and Regulations.

Documentation, Reconciliation and Payment Process**Documentation**

1. Each time a purchase is made with the Fuel Card, the Card User is to obtain a customer copy of the charge slip (receipt), which will become the accounting document.
2. If for some reason the Card User does not have documentation of a transaction, he/she must submit a memorandum to their Department Director that includes the date of purchase, the merchant's name and why there is no supporting documentation. Instances of frequent abuse, as determined by the Card User's Department Director and/or Fuel Card Administrator, will result in cancellation of the employee's Fuel Card privileges.

Payment and Invoice Procedures

1. The Fuel Card affiliated vendor/bank will provide an electronic billing summary to the Fuel Card Administrator at the end of each billing cycle. The summary will list all transactions within the billing cycle. The Fuel Card Administrator will download the summary monthly and send it to each department/division.
2. The Fuel Card Reconciler shall review the summary against the charge slips (receipts) and will notify the Fuel Card Administrator of any discrepancies.
3. The charge slips (receipt) must be included in the order that they will appear in the summary. Failure to keep adequate receipts may lead to the loss of Fuel Card privileges. If receipts are lost, a memorandum in accordance with Subsection 1.b above must be provided.
4. Once the Fuel Card Reconciler has completed his/her review, they will submit the summary along with all supporting documentation to the Department Director for approval. The Department Director's signature on the summary certifies the amount to be paid. The summary, along with all supporting documentation, must be returned to the Fuel Card Administrator within five (5) working days.
5. The Fuel Card Administrator will be responsible for reviewing complete summaries from all departments/divisions and submitting all documentation to the Clerk's Finance Division.

Disputes and Unauthorized Charges

1. If a suspicious charge appears on a summary, the Fuel Card Reconciler should first attempt to verify the charge with the Card User. If the Card User does not agree with the charge posted on the summary, the Fuel Card Reconciler must notify the Fuel Card Administrator in writing, using the “Department/Division/Card User’s Statement of Disputed Item” form.
2. The Fuel Card Administrator will contact the affiliated vendor/bank to dispute the transaction. The issuer will research the disputed charge.
3. A copy of the “Dispute Form’ will be forwarded to the Clerk’s Finance Division with the summary for processing. Disputed items will be processed for the full transaction amount.
4. A credit will be received if dispute rules in favor of the County. When the dispute is resolved the result will be shown on a subsequent billing summary and credited to the appropriate department/division.
5. It is essential that the time frames and documentation requirements established by the Fuel Card affiliated vendor/bank be followed to protect the Card User’s and/or department/division’s rights in the event of a dispute. Dispute policies and procedures issued by the Fuel Card affiliated Vendor/bank will be provided at the time that Vehicle Fuel Cards are issued to each Department Director.

SECTION 30. FISCAL YEAR END

Requisitions and Purchase Orders

To provide sufficient time to complete requests for Purchase Orders prior to the fiscal year-end close, no additional requisitions will be accepted by the Office of Procurement and Contracts during the last fifteen (15) calendar days of the fiscal year. Exceptions will be granted for emergencies as outlined in Section 11.

Invoice Processing

All outstanding invoices for goods received or services rendered on or before September 30th should be obtained, reviewed, and approved, and forwarded to the Clerk's Finance Department immediately following the close of the fiscal year. If for any reason a department/division is unable to process payment on goods received or services rendered through September 30th within 15 calendar days after the close of the fiscal year, the department/division must contact the Clerk's Finance Department to ensure that the transaction is properly recorded for fiscal year end purposes.

Physical Inventory

As part of the year-end close out process, a physical inventory of all inventory/warehouse stock is required. The Office of Procurement and Contracts will coordinate the date and time with all applicable departments/divisions. The physical inventory will be conducted under the supervision of the Office of Procurement and Contracts.

P-Cards

All P-cards will be shut off for two weeks to process all transactions spent in the closing fiscal year. The Office of Procurement and Contracts will try to have them back on as soon as possible. It is very important for the P-Card holder to process their invoices as soon as possible to help alleviate the delay.

SECTION 31. ASSET PURCHASES AND SURPLUS

Purpose

This policy establishes the framework for the acquisition, tracking, and disposal of all tangible property owned by Flagler County. It ensures compliance with Florida Statutes, Chapter 274, and guides County staff in maintaining accountability, transparency, and efficiency in managing County assets.

Scope

This policy applies to all departments and offices under the jurisdiction of Flagler County and governs all tangible property acquired through purchase, donation, or creation with a useful life exceeding one year and a value of \$5,000.00 or more.

Definitions

1. **Capital Fixed Assets:** Tangible property valued at \$5,000.00 or more with a useful life exceeding one (1) year (e.g., vehicles, heavy equipment, IT systems).
2. **Tangible Property:** Physical property that can be moved or relocated, excluding buildings and real estate.
3. **Property Custodian:** Designated departmental staff responsible for the safekeeping and tracking of fixed assets.
4. **Asset Activity Form:** A form is required for tracking the acquisition, movement, transfer, or disposal of any fixed asset.

Capital Asset Classifications

Capital fixed assets include but are not limited to:

1. Motor vehicles
2. Heavy machinery
3. Office furniture
4. Data communication systems
5. Exclusions: Buildings, infrastructure, real property, and intangible assets are capitalized separately and managed by the Office of Financial Services.

Asset Acquisition

Assets may be acquired via:

1. Purchase

- a. Must comply with the County Purchasing Policy.
- b. Recorded against the appropriate expenditure account.
- c. Maintenance/repair costs that do not enhance value or life are not capitalized.

2. Donation

- a. Donations must be reviewed by the Procurement and Contract Services Manager.
- b. Must include usage terms before acceptance.
- c. Final acceptance by the County Administrator.

3. Creation

- a. Constructed from parts of old items or new purchased parts.
- b. Capitalized if value is added or life is materially extended.

4. Asset Monitoring and Tracking

5. Property Custodian Responsibilities

- a. Appointed by each department.
- b. Responsible for asset safekeeping, inventory reporting, and timely updates.

6. Asset Identification

- a. Purchasing assigns an FCID tag during the purchase process.
- b. Tags must be affixed in visible locations upon receipt.

7. Department Transfers & Location Changes

- a. Transfers must be approved by the County Administrator.
- b. Permanent location changes must be reported; temporary moves do not.

8. Physical Inventory

- a. Conducted annually by Purchasing and Property Custodians.
- b. Discrepancies must be resolved promptly.

Asset Disposal

All asset disposals must:

1. Be initiated via an Asset Activity Form.
2. Receive Board of County Commissioners' approval for fixed asset disposals.
3. Comply with grant/federal funding requirements, where applicable.

Surplus Methods Include:

1. Cannibalization: Parts removed for reuse; remaining property must be properly disposed of and recorded.
2. Trade-In: Assets may be traded in toward new purchases.
3. Transfer to Government Entities: Offered first to Flagler County Constitutional Offices or other local government bodies.
4. Public Auction: Via internet, live auction, or bid process. Employees may participate as members of the public.
5. Scrap Sales: Scrap value items sold to vendors; receipts and funds submitted to Purchasing.
6. Destruction: Worn or obsolete items with no resale value may be destroyed by direction of the Procurement and Contract Services Manager.
7. Library-Specific Procedures: Sale or donation of books and media, or disposal if deemed obsolete.
8. Lost or Stolen Assets: Must be investigated. Submit memo and police report (if stolen) with Asset Activity Form.

Asset Activity Form Requirements

Required for:

1. New acquisitions
2. Departmental transfers
3. Location changes
4. Disposals

Signatures required for specialized items:

1. IT Equipment: Innovation Technology Department Manager

2. Fleet Vehicles/Equipment: Fleet Manager

The Office of Procurement and Contracts will submit all completed forms to the Finance Department for official record updates.

Revenue and Cost Allocation

Proceeds from asset sales credited to the fund used for the original purchase.

Disposal-related costs charged to the requesting department

Compliance

Non-compliance with this policy may result in corrective action and will be addressed by the County Administrator's Office. All departments are expected to ensure proper implementation and adherence.

SECTION 32. DEFINITIONS

Addendum/Addenda: A written change, addition, alternation, correction, or revision to a bid, proposal, or contract documents. Commonly, the name given to the documents is used to revise the solicitation. Addendum/addenda may be issued following a pre-bid/pre-proposal conference or because of a specification or work scope change to the project.

Aggrieved Bidder/Proposer: The bidder/proposer who is adversely affected by the award of a contract to another bidder/proposer and protest or appeals the decision.

Agreement:

1. An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously.
2. A legally binding promise, enforceable by law.
3. An agreement between parties with a binding legal and moral force, usually exchanging goods or services for money or other considerations.

Amendment: An agreed addition to, deletion from, correction, or modification of a document or contract.

Annual Bids: Repetitive purchases where the cumulative number of purchases during any 12-month period is \$100,000.00 or less and unit prices can be established.

Asset: An asset with a lifecycle of more than one year with a value of \$5,000 or more.

Award: An award on a Quote, Quotation, Bid or Proposal for which funds have lawfully been appropriated by the Board of County Commissioners.

Bid: Formal written offer of a price by a vendor to the County to furnish specific goods and/or services in response to an Invitation to Bid.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and the contract is awarded to the bonded bidder, the bidder will accept the contract as a bid, or else the surety will pay a specific amount.

Bid Deposit: A sum of money, a check or other acceptable cash alternative, such as an irrevocable letter of credit or the contractor's pledge against owned property or against personal assets deposited with the buyer by a bidder, as a guarantee that the bidder will enter into a contract if awarded. May also be in the form of a bond issued by a surety and deposited with a government agency guaranteeing the bidder will not withdraw the bid for a specified period, will furnish bonds as required, and will accept a contract if awarded, or forfeit the deposit.

Blanket Purchase Order: An agreement to purchase goods from a specific supplier over a defined period, up to a maximum dollar amount. A blanket Purchase Order generally includes established prices and other

terms for a defined period, although no quantities are specified. Shipments are to be made when and as required by the purchaser, which, in certain cases, may be the end user.

Board: The Board of County Commissioners of Flagler County, a political subdivision of the State of Florida.

Board Chairperson: The County Commissioner was elected by the Board to serve as the Chairperson of the Board of the County Commissioners.

Business Entity: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or other private incorporated or unincorporated legal entity.

County: Flagler County, a political subdivision of the State of Florida.

County Administrator: The County Administrator of Flagler County.

Change Order: A written modification or amendment to a contract.

Confirming Purchase Order: A purchase order issued after the fact restating the same terms originally placed orally, or by some other informal means.

Construction: The process of constructing a building, structure, road, drainage facility or other improvements of any kind or altering, repairing, improving, or demolishing any structure, building or other improvements of any kind.

Consultant Services: Any narrow discipline wherein a known practitioner has, though education and experience, developed expert advisory and performance skills as a vocation; any service performed primarily by vocational personnel which requires the analysis or certification of a professional before the services are acceptable to the user of the service or any other advisory, study or programming activity. For the purposes of these procedures, the term Consultant Services does not include those services defined and prescribed under Florida Statute 287.055.

Contract: The same as Agreement, as defined herein.

Contractor: Any individual or business having a contract with a governmental body.

Continuing Services Contract: An overarching contract that establishes the general terms and conditions under which multiple task orders may be issued.

Days: Calendar days

Debarment: The exclusion for cause of a Vendor or Contractor from Bidding, submitting Proposals or receiving a contract to do business with the County.

Design-Build Firm: Any partnership, corporation, or other legal entity that: Is certified under Florida Statute 489.119 to engage in contracting through a certified or registered general Contractor or a certified or registered building Contractor as the qualifying agent; Is certified under Florida Statute 471.023 to practice

or to offer to practice engineering; certified under Florida Statue 481.219 to practice or to offer to practice architecture; or is certified under Florida Statue 481.319 to practice or to offer to practice landscape architecture.

Design-Build Professional: Any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, landscape architecture, engineering, or land surveying in the State of Florida.

Design-Build Services: Services provided pursuant to a single contract with a design-build firm for design and construction.

Design Criteria Package: Concise, performance-oriented drawings or specifications of a public construction project.

Designee: A duly authorized representative of a person.

Electronic Procurement (e-Procurement): Electronic procurement, also known as e-procurement, is the business-to-business (B2B) requisitioning, ordering and purchasing of goods and services over the internet.

Emergency Purchases: Procurement that is made in response to a requirement when the delay incident for complying with all governing rules, regulations, and procedures would be detrimental to the health, safety, and welfare of the County and/or its citizens and includes immediate repairs that are needed to prevent further damage to public property.

Employee: A person employed by the County who is drawing a salary or wages directly from the County.

Entity: Term used when referring to a public sector organization.

Goods: Any tangible property other than real property.

Invitation to Bid (ITB): The solicitation for competitive sealed Bids for goods and/or services for which the scope of work, specifications or contractual terms and conditions can be reasonable and closely defined.

Item: A separate single unit, article, product, material, or service.

Local Preference: Procurement laws mandating that bid prices for a preferred class of bidders be given special consideration when comparing their bid prices to those of other bidders not in the preferred class, i.e., “local” suppliers may be given a bid preference over suppliers that are not defined as “local”.

Material Deviation: A significant difference between a proposal, bid, qualification, product, or service and the requirements stated in a solicitation such that it has a substantial effect on the cost, quality, or quantity and makes the proposal, bid, qualification, product, or service non-responsive.

May: Denotes the permissive.

Must: Denotes the imperative.

National Institute of Governmental Purchasing, Inc. (NIGP): A non-profit, educational, and technical assistance corporation of public purchasing agencies and activities at the Federal, state, and local levels of government.

Person: Any business, individual, group of individuals, union, committee, club, organization, or entity private or governmental.

Piggyback: Form of intergovernmental cooperative purchasing in which a secondary public entity will be extended the pricing, and terms of a contract entered by a primary entity. The primary entity would have competitively awarded a contract that included language allowing for others to utilize the contract, thereby allowing the secondary entity to achieve economies of scale that they normally would not receive if they competed on their own.

Procurement: Buying, purchasing, renting, leasing, or otherwise acquiring any goods or services for public purposes in accordance with the laws, rules, regulations, and procedures intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions that pertain to obtaining any supplies, materials, equipment and/or services including construction projects, as defined herein, required by any department of County government regardless of the source of funds.

Professional Services: Those services within the scope of practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice, the acquisition of which is pursuant to Florida Statute 287.055.

Proposals: An executed formal document submitted by an offeror to the County stating the good(s) and/or service(s) offered to satisfy the need requested in the Request for Proposals or Request for Statement of Qualifications.

Purchase: The same as Procurement, as defined herein.

Purchasing Card or P-Card: An instrument used to purchase goods or services in accordance with established procedures.

Purchase Order: The County's document that is used to authorize a purchase transaction with a vendor. It should contain provisions for construction, goods, and/or services ordered, applicable terms as to payments, discounts, date of performance and transportation, and other terms relating to the transaction. Acceptance of a Purchase Order by a vendor shall constitute a contract.

Procurement & Contracts Services Manager: The person holding the position of Procurement & Contract Services Manager for the Board.

Progressive Design-Build (PDB): A variation of Design-Build in which the sourcing of the design-build contractor is generally based on qualifications or best value, followed by a process in which the owner and design-build contractor work collaboratively through the pre-construction design phases.

Quotation: A statement of price, terms of sale, and description of goods or services offered by a supplier that will not exceed \$100,000.00.

Request for Information (RFI): This solicitation is only used to gather information from vendors who provide certain goods or services.

Request for Proposals (RFP): A solicitation for Proposals for goods and/or services for which the scope of work, specifications or contractual terms cannot reasonably be closely defined. Evaluation of Proposals is based on stated criteria and the RFP shall state the relative importance of all evaluation factors. Other factors may be considered as stated in the RFP.

Request For Quotation (RFQ): A solicitation for small orders under a certain dollar threshold. A request is sent to suppliers along with a description of the commodity or services needed, and the supplier is asked to respond with price and other information by a predetermined date. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance, and reliability.

Responsible Bidder, Proposer, Quoter or Respondent: A vendor that has submitted a Quotation, Bid, Proposal, or Response, which has the capability, as determined by the County, in all respects, to perform fully the contract requirements with the integrity and reliability that give reasonable assurance of good faith and performance.

Responsive Bidder, Proposer, Quoter, or Respondent: A vendor that has submitted a Quotation, Bid, Proposal or Response that conforms to all material aspects of the solicitation, as determined by the County.

Services: The furnishing of labor, time and/or effort by professionals or Contractors, wherein the submission of goods or other specific end products other than reports, studies, plans, advisories, contractual documents, or other documents relating to the required performance is incidental or secondary. This term shall not include employment agreements or collective bargaining agreements.

Shall: Denotes the imperative.

Single Source: A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Sole Source: Selection of one supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary, technology, copyright, or a supplier's unique capability. In government procurement, a sole source justification may be required from the requestor.

Specifications: A concise statement of a set of requirements to be satisfied by a product, material, or process used in an Invitation to Bid or Request for Proposals to describe the goods and/or services to be purchased or otherwise acquired.

Supplier: A person or entity that provides goods and/or services.

Suspension: Prohibiting a supplier from submitting bids and proposals for a definite or indefinite period. A temporary determination to exclude a supplier from obtaining any contracts for a period, usually before

initiating debarment. The reasons for this action may include poor performance, late deliveries, violations of previous contract terms, etc.

Term Bids: Repetitive purchases where the cumulative number of purchases during any 12-month period is \$100,000.00 or more and unit prices can be established.

Task Order (TO): A formal contractual document issued under a continuing services contract that authorizes the vendor to perform specific work. A Task Order contains a defined scope of work, compensation, project schedule, and deliverables.

User Department/Division: The department/division within the County government, which requests and utilizes goods and/or services that are procured according to the Procurement Manual.

Vendor: A person or business that provides goods and/or services.

Vendor Database: The compilation by category of goods and/or services of the names and addresses of those appropriate providers of goods and/or services who have indicated an interest in doing business with the County.

Veteran: A person who served in the active military, naval, or air service and who was discharged or released under honorable conditions only or who later received an upgraded discharge under honorable conditions, notwithstanding any action by the United States Department of Veterans Affairs on individuals discharged or released with other than honorable discharges. To receive benefits as a wartime veteran, a veteran must have served in a campaign or expedition for which a campaign badge has been authorized or during one of the following periods of wartime service

Women, Minority or Veteran Owned Business Enterprises (WBE/MBE/VBE): Women, Minority or Veteran Owned Business Enterprises are valid as per Florida State Statute and must be registered with the Department of Management services.

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

Women/Minority Owned Business Enterprise Program: A program designed to give women and minorities the maximum feasible opportunity to participate in the County's procurement process.