BOARD OF SUMTER

COUNTY COMMISSIONERS

PURCHASING
POLICIES AND PROCEDURES

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EXHIBITS

Exhibits that are referenced within this policy are located at the end of this document.

Exhibit A – Change Order Form

Exhibit B – Lost or Stolen Purchasing Card Reporting Form

Exhibit C – Telephone Quotation Form

Exhibit D – Public Entity Crime Forms

Exhibit E – Purchasing Card Expenditure Report Form

Exhibit F – Requisition Form

Exhibit G – Budget Transfer Form

Exhibit H – Purchase Order Template Form

Exhibit I – Purchasing Card Dispute Form

Exhibit J – Request for Bid / Request for Proposal Approval Form

Exhibit K – Purchasing Level Signature Authorization Form

Exhibit L – Equal Opportunity Employer Form

Exhibit M – Sumter County Resolution Establishing Inventory of Surplus Property Appropriate for Affordable Housing

Exhibit N – Policy and Procedure for Code Properties

Exhibit O – Sumter County Ordinance 2006-18

Exhibit P – Real Property Purchase

Exhibit Q – Fleet Card Dispute Form

Exhibit R – Supply Request Form

Exhibit S – Hold Harmless Agreement

Exhibit T – Purchasing Card Overage Request Form

The Sumter County Board of County Commissioners has identified the Financial Services Department as the department responsible for coordinating the County's central purchasing efforts. The department promotes efficiency, economy, and fair and open competition in an effort to reduce the appearance or opportunity for favoritism or impropriety, and to inspire public confidence that purchase orders and contracts are awarded equitably and economically. It is essential for effective and ethical procurement that there be a system of uniform procedures, utilized by all personnel, that establishes basic guidelines and procedures which regulate procurement activities, contract management, and the resulting distribution of funds. The foremost objective of centralized purchasing is to abide by, uphold, and affect adherence to the Purchasing Policies and Procedures instituted by the Sumter County Board of County Commissioners and to guard against the misuse or misinterpretation of the same.

The focus of this manual is to provide the Sumter County Board of County Commissioners Divisions and Departments and any participant Constitutional Office with a guide for following the policies established by the Sumter County Board of County Commissioners and the laws established in the Florida Statutes.

Administrative changes or processing procedure portions of this manual may be amended when required by changes in law or minor procedural changes, i.e. flow of documents, with the review and concurrence of the County Administrator.

The Financial Services Department believes in the dignity of their office and the real worth of the service rendered by their governmental agency and strives to maintain high standards of ethics and conduct.

Public purchasing officials are required to maintain complete independence and impartiality in dealings with vendors, both in fact and in appearance, in order to preserve the integrity of the competitive process and to ensure there is public confidence that purchase orders and contracts are awarded equitably and economically.

Florida Statute Chapter 112, Part III, Code of Ethics for Public Officers and Employees governs ethics and conduct relative to purchasing and is included in these policies and procedures by reference.

I. It is the policy of the Sumter County Board of County Commissioners to identify the Financial Services Department as the agency responsible for coordinating the County's centralized purchasing effort.

II. It is the intent of the Sumter County Board of County Commissioners to provide all vendors, (with the exception of those on the State Department of General Services convicted vendor list) with a fair and impartial opportunity in which to compete for the County's business.

III. Goods and services offered to the County based upon State Contract prices are considered to be competitively bid and to have satisfied the requirements of the competitive bidding process.

IV. It is the policy of the Sumter County Board of County Commissioners in the development of specifications for goods and services not to exclude a specific vendor or supplier (with the exception of those on the State Department of General Services convicted vendor list), and that specifications shall be open and competitive.

V. County Staff shall award a local preference on purchases made on items within their purchasing authority. To the extent permitted by law, the Sumter County Board of County Commissioners shall award a 2% local preference, with a cap of $2,000, to the lowest responsible resident bidder on the purchase of items the Sumter County Board of County Commissioners approves having a total Purchase Order cost of $25,000 or less. Resident Bidder is defined in Section 401, Definitions.

VI. Goods and services produced in the United States will be given preference when all other aspects in the bid selection process are equal.

VII. It will be the policy of the Sumter County Board of County Commissioners to consolidate for purchase and bidding, all goods and services of a similar nature.

VIII. It is the policy of the Sumter County Board of County Commissioners to award a bid based upon the total or aggregate items bid, when possible, rather than to segregate items out for individual awards.

IX. The Sumter County Board of County Commissioners reserves the right to reject all, or portions of any bid when it is deemed in the best interest of the County.

X. Pursuant to Florida Statute 287.087 the policy of the Sumter County Board of County Commissioners is to provide a Drug-Free Workplace for all County employees. To that extent, all individuals or organizations desiring to do business with the Sumter County Board of County Commissioners are required to have a substance abuse policy and provide a copy of said policy during the bid submittal process.

XI. The Sumter County Board of County Commissioners is an Equal Opportunity Employer. To the extent permitted by law, as a condition of conducting business with the Sumter County Board of County Commissioners, all individuals or organizations desiring to do business with the Sumter County Board of County Commissioners shall have an Equal Opportunity Employment Policy which prohibits discrimination in employment because of race, creed, color, religion, sex, or national origin as defined by Executive Order 11246 and 11375, and subsequent amendments. (See Exhibit L)

AGREEMENT - See Contract

BOARD - The Sumter County Board of County Commissioners, Sumter County, Florida

CHANGE ORDER - A monetary or non-monetary change to an original contract price or other contract conditions is reported on a Change Order Form, See Exhibit A or the contract specified Change Order Form.

COMPETITIVE SEALED BID - See Competitive Sealed Proposal

COMPETITIVE SEALED PROPOSAL - Refers to the receipt of two or more sealed bids or proposals submitted by responsive and responsible bidders or proposers.

CONTRACT - A mutually binding legal relationship obligating the seller to furnish the supplies and/or services (including construction) and the Purchasing Entity to pay for them. It includes all types of commitments that obligate the Sumter County Board of County Commissioners to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts may include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. The words "Contract" and "Agreement" may be used interchangeably.

CONTRACTOR - A person who contracts to sell commodities or contractual services to an agency.

CONTRACTUAL SERVICES - The rendering by a contractor of their time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services. "Contractual service" does not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes.

EXTENSION - An increase in the time allowed for the contract period due to circumstances which, without fault of either party, make performance impractical or impossible, or which prevent a new contract from being executed, with or without a proportional increase in the total dollar amount, with any increase to be based on the method and rate previously established in the contract.

INVITATION TO BID - A written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and specifically defining the commodity, group of commodities, or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The invitation to bid is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required.

INVOICE - Shall mean a formal billing submitted by a vendor showing the amount due and terms of payment for materials and/or services rendered. Invoices must be itemized in sufficient detail to permit proper audit by the auditing body or department.

LOCAL BIDDER – Shall mean a bidder whose business office is located within Sumter County.

MAY - Denotes the permissive. However, the words "no person may..." means that no person is required, authorized, or permitted to do the act described.

PROPOSAL - Shall mean a written notice by a vendor setting forth the terms under which a vendor will furnish supplies or services.

PUBLIC EMERGENCY - Shall mean the need for the procurement of goods or services arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of inhabitants of a political subdivision are involved.

PURCHASE ORDER - A formal notice to a vendor to furnish the supplies or services described in detail thereon. See Exhibit H.

PURCHASING - The act of obtaining supplies, equipment or services necessary to carry out a particular function.

PURCHASING AGENT - The person responsible for the organization's procurement program. The Purchasing Agent is given the responsibility and authority to act for the County in certain areas. The County Administrator has been designated by the Sumter County Board of County Commissioners as the Purchasing Agent for the County. Within these policies, County Administrator and Purchasing Agent may be used interchangeably. Wherever these terms are used, The County Administrator may at his discretion designate another person to perform the function addressed.

QUALIFIED BIDDER - Responsible Bidder

RENEWAL - Contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.

REQUEST FOR PROPOSALS - A written solicitation for competitive sealed proposals with the title, date, and hour of the public opening designated. The request for proposals is used when the agency is incapable of specifically defining the scope of work for which the commodity, group of commodities, or contractual service is required and when the agency is requesting that a qualified vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A request for proposals includes, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposal instructions, licensure, and evaluation criteria. Requests for proposals shall state the relative importance of price and any other evaluation criteria such as licensure.

REQUEST FOR QUALIFICATIONS - This procurement approach differs from the traditional request for proposals approach that it places greater emphasis on the actual qualifications and licensure of the potential contractor--his or her track record--rather than how well the potential contractor responds to detailed project specifications and requirements.

REQUESTING DEPARTMENT - The department originating the purchase request.

REQUISITION – A written request to the Clerk of Circuit Court's Finance Department for one or more items or services necessary to carry out operational functions for the requesting Division/Department for $1,000.00 or less.

RESIDENT BIDDER - An individual whose primary residence is within Sumter County, Florida; a partnership whose principals are all residents of Sumter County, Florida; or a Florida Corporation, partnership, or other business entity whose principal place of business is within Sumter County, Florida or which maintains a full time business office open to the public within Sumter County, Florida.

RESPONSIBLE BIDDER - A person who has the capability in all respects to perform fully the contract requirements and has the integrity and reliability that will assure good faith performance as well as current all applicable licensing information.

RESPONSIVE BID - See Responsive Proposal

RESPONSIVE BIDDER - A person who has submitted a bid or proposal, which conforms in all material respects and possesses all applicable licensing requirements to the invitation to bid or request for proposal.

RESPONSIVE PROPOSAL - A bid or proposal submitted by a responsive and responsible or qualified, bidder which conforms in all material respects to the Invitation to Bid, Request for Proposals, or Request for Qualifications.

SHALL - Denotes the imperative.

SOLE SOURCE - Shall mean the only source of service or product relative to kind and availability.

SPECIFICATIONS - A written description of needed supplies, equipment or services setting forth in a clear and concise manner the characteristics of the items and/or services to be purchased and the circumstances under which the purchase will be made.

SUSPENSE FILE - A storage file used to hold outstanding Purchase Orders or incomplete Purchase Orders, with reference to delivery or invoicing.

TASK ORDER - An order for services placed against an established contract.

VENDOR - A supplier of goods or services.

I. The Financial Services Department has the sole authority for issuing Purchase Orders and Requisitions to Divisions/Departments for completion.

II. Purchase Orders will be required for all purchases in unit or in total above $1,000 unless the procurement of goods or services is governed by a written contract. Requisitions or Purchasing Cards will be used for purchases not exceeding $1,000. Emergency purchases in excess of $1,000 must be approved by the County Administrator in order to procure goods or services prior to obtaining a Purchase Order. However, this provision does not exempt any employee from those limits established in Section 701, Approval to Purchase, Section 702, Levels of Authority, and Section 1501, Exceptions and Exclusions.

III. The County Administrator is the sole authority responsible for issuing and setting spending limits on Purchasing Cards issued to designated County Employees, in accordance with provisions established by the Bank of America Purchasing Card Agreement.

I. The Financial Services Department shall be responsible for developing and administering the purchasing program for those departments in County government under the direct control of the County Administrator and the Sumter County Board of County Commissioners.

II. The Financial Services Department may assist County Divisions and Departments in procurement of supplies and equipment. The department procuring the goods or services shall provide the Clerk of Circuit Court's Finance Department adequate records necessary to create an audit trail for purchasing transactions.

III. The Financial Services Department will verify when a low bidder proposes that the item is in fact a comparable item equal to the specifications of the proposed bid.

IV. The Financial Services Department will assist the requesting Division/Department in soliciting quotes where formal bidding is not required.

V. The Financial Services Department in cooperation with the Clerk of Circuit Court's Finance Department will strive to take advantage of discounts offered by vendors for early and prompt payments of invoices.

VI. The Financial Services Department shall maintain bid documents. Original bid documents shall not be attached as exhibits to subsequent or resulting contracts, leases or agreements. Such exhibits shall be official copies of the original bid documents.

VII. The Financial Services Department will formally post on Demand Star the award information for each bid when the bidding process is completed. The website address is www.demandstar.com.

I. Divisions and Departments are responsible for following the purchasing policies and procedures adopted by the Sumter County Board of County Commissioners.

II. Divisions and Departments shall be responsible for determining that sufficient budget funds are available for all expenditures.

III. Division and Department supervisors shall monitor the Purchasing Card Purchases of their employees.

IV. Those employees issued purchasing cards shall maintain the purchasing card in their possession at all times. It is the responsibility of the employee to report lost or stolen cards immediately to the Division Director or Department Head and the Financial Services Department. (See Lost or Stolen Purchasing Card Reporting Form, Exhibit B) During business hours, if the employee is unable to reach the Financial Services Department, notification may be made directly to Employee Services. After business hours, please contact your Division Director to report a lost or stolen purchasing card. The Division Director is responsible for notifying the County Administrator.

I. FULL AND OPEN COMPETITION

It is the intent of the Sumter County Board of County Commissioners to provide all vendors, with the exception of those on the State Department of Management Services Convicted Vendor List, with a fair and impartial opportunity in which to compete for the County's business.

II. PUBLIC ENTITY CRIME: Denial and Revocation of Rights

In accordance with Chapter 287.133, Florida Statutes, any entity listed on the State Department of Management Services Convicted Vendor List shall be denied the right to conduct business or render any type of service for any County Division or Department to the extent required by the debarment, suspension, or other determination of ineligibility by the State. (See Exhibit D)

III. QUALIFICATIONS FOR CONSTRUCTION CONTRACTING

As defined by Chapter 489.113(2), Florida Statutes: No person who is not certified or registered shall engage in the business of contracting in this state. However, a person who is not certified or registered may perform construction work under the supervision of a person who is certified or registered, provided that the work is within the scope of the supervisor's license and provided that the person being supervised is not engaged in construction work which would require a license as a contractor under any of the categories listed in Chapter 489.105(3) (d)-(o), Florida Statutes.

IV. BIDDERS VENDOR LIST

Sumter County utilizes DemandStar/Onvia to broadcast all bids, including but not limited to, Requests for Proposals, Requests for Qualifications and Invitations to Bid. DemandStar/Onvia's website is www.demandstar.com. Vendors not wishing to register with DemandStar/Onvia can view open projects on the Sumter County Board of County Commissioner's website at www.sumtercountyfl.gov . To receive automatic notification of bid opportunities, vendors must register on www.demandstar.com.

V. REINSTATEMENT AS ELIGIBLE VENDOR

Vendors that have been disqualified from consideration as an eligible vendor may be reinstated upon written request and approval of the County Administrator; however, debarred or suspended firms shall not be reinstated during the period of a debarment or suspension.

VI. LOCAL PREFERENCE

As stated in Section 301, Item V, Purchasing Policies, the following provides for a preference to Resident Bidders. Resident Bidder is defined in Section 401, Definitions.

County staff shall award a local preference on purchases made by them on items within their purchasing authority. To the extent permitted by law or by third-party funding contracts, the Sumter County Board of County Commissioners may award a 2% with a $2,000 cap local preference to the lowest responsible resident bidder on the purchase of items the Sumter County Board of County Commissioners approves having a total Purchase Order cost of $25,000 or less. The resident bidder must be identified as such on the Purchase Order to comply with this policy. If the resident bidder is not selected, an explanation must be provided on the Purchase Order.

VII. LITIGATION AND ARBITRATION

The County staff shall not issue any Purchase Orders or contracts to any vendors currently involved in litigation or arbitration with Sumter County until such time as a satisfactory resolution is reached with such vendors; however, the Board may, in its sole discretion, award Purchase Orders or contracts to such vendors.

REQUEST TO PURCHASE

The purchasing authorization levels identifies who can request the purchase of goods/services and when a particular purchase must be brought before the Sumter County Board of County Commissioners for approval or award of bid. All Requisitions and Purchase Orders along with proper back-up documentation will be forwarded to the Financial Services Department for review. The Financial Services Department will then forward the Purchase Order to the Clerk of Circuit Court's Finance Department.

Each individual representing a level of purchasing authority must have on file with the Financial Services Department and the Clerk of Circuit Court's Finance Department a completed Purchasing Level Signature Authorization Form (See Exhibit K). It is the responsibility of the department/division to ensure each person who has purchasing signature authority has completed the above listed item.

REQUESTING AUTHORIZATION LEVELS:

I. Level A - $0 to, but not exceeding $1,000 (Requisition)

On the Requisition the "Authorized by" signature line must be signed by the Department Head.

II. Level B – Over $1,000 but not exceeding $10,000 (Purchase Order)

On the Purchase Order the top portion "By" signature line must be signed by the Department Head and the Financial Services Manager (or designee).

III. Level C – Over $10,000 but not exceeding $25,000

On the Purchase Order the top portion "By" signature line must be signed by the Division Director and the Financial Services Manager (or designee). Competitive formal bidding procedures may apply. The requesting Division/Department shall pay particular attention to contract/services agreements which have the potential to exceed $25,000 limit over the life of the contract. The Sumter County Board of County Commissioners must award the bid at a regularly scheduled Sumter County Board of County Commissioners meeting.

IV. Level D – Over $25,000
On the Purchase Order the top portion "By" line must be signed by the Division Director, Financial Services Manager (or Designee) and the County Administrator, then sent to the Sumter County Board of County Commissioners for approval. Competitive formal bidding procedures may apply. (See Section 901) The Sumter County Board of County Commissioners must award the bid at a regularly scheduled Sumter County Board of County Commissioners meeting.

Exception: In an emergency as determined by the County Administrator and the Sumter County Board of County Commissioners, authorization to contract in excess of $25,000 is granted to the County Administrator with the provision that it will be brought to the attention of the Sumter County Board of County Commissioners at their next regularly scheduled meeting for "after-the-fact" approval. This authority will be capped at $100,000; any requirements above that level will require a special meeting of the Sumter County Board of County Commissioners to be called.

AUTHORIZATION TO PURCHASE

The "Authorized By" line at the bottom of the Purchase Order will be signed by either the County Administrator or the Sumter County Board of County Commissioners.

The "Certification of Goods" line at the bottom of the Purchase Order can be signed by any person in the department/division that has verified the goods have been received. The Date field should reflect the date the goods and services are received (do not list the date the signature is taking place).

Any Purchase Orders or Requisitions that are sent to the Financial Services Department with improper signatures or without proper back-up documentation will be returned to the requesting department/division to be corrected.

To ensure proper accountability of all items being purchased no one person should be signing more than one line on any Purchase Order. The certification of receipt section at the bottom of the Purchase Order may be signed by someone who has also authorized the purchase on the form as it pertains to receipt of goods/services and is unrelated to the authorization to purchase.

I. Level A - $0 to, but not exceeding $1,000 (Requisition)
No quotes are required for purchases of $1,000 or below. Compliance with insurance requirements for purchasing services as shown in Section 801, page 1 of 1.

II. Level B – Over $1,000 but not exceeding $5,000 (Purchase Order)
Three telephone quotes are required. Written quotations may be substituted. Compliance with insurance requirements for purchasing services as shown in Section 801, page 1 of 1 is required. The requesting Division/Department will use the Telephone Quotation Form (See Exhibit C).

III. Level C – Over $5,000 but not exceeding $15,000 (Purchase Order)
Three written quotes from the source of supply are required. Compliance with insurance requirements for purchasing services as shown in Section 801, page 1 of 1 is required.

IV. Level D – Over $15,000 but not exceeding $25,000
Competitive Formal Bidding Procedures apply (County Administrator Approval required). The requesting Division/Department shall pay particular attention to contract/services agreements which have the potential to exceed the $25,000 limit over the life of the contract. Insurance requirements will be as described in the bidder's solicitation package.

If three quotes are not obtainable due to lack of vendor interest/response please state that on the Purchase Order before turning it into the Financial Services Department.

VI. Level E – Over $25,000
Competitive Formal Bidding Procedures required (See Section 901, Competitive Bidding) and the Sumter County Board of County Commissioners must award bid at a regularly scheduled Sumter County Board of County Commission meeting. Insurance requirements will be as described in the bidder's solicitation package.

If an "on call" contractor is being utilized three quotes will not be required; unless the Sumter County Board of County Commissioners has a contract with more than one "on call" contractor for the same type of work then a quote will be required from all "on call" contractors for that specific type of work.

A Purchase Order is required for the procurement of goods/services over $1,000.00 unless the procurement of goods or services is governed by a written contract or is listed as an exempt item under Exemptions and Exclusions stated in Section 1501.

I. To initiate the purchasing process; complete a Purchase Order Form (See Exhibit H) with the following information:

   A. Department requesting materials
   B. Vendor name and address
   C. Fund/account number
   D. Total amount of order
   E. Department purchasing authority signature.
   F. Quantity, unit size, catalog or part number, description, unit cost, and total cost of items.
   G. Total of all items.
   H. Remarks if needed - this is for further breakdowns in fund/budget/line item numbers and any special "ship to" or "bill to" information

II. The Purchase Order is completed by the requesting Division/Department and is submitted to the Financial Services Department. The Financial Services Department will review the Purchase Order and forward it to the Clerk of Circuit Court's Finance Department and if required, placed on the agenda for the Sumter County Board of County Commissioner's approval.

III. The County Administrator shall have approval authority for Purchase Orders not exceeding $25,000.00. If the amount exceeds $25,000.00 the Purchase Order will be placed on the agenda for the Sumter County Board of County Commissioner's approval. The Financial Services Department will contact the requesting Division/Department if the Purchase Order is denied. The Clerk of Circuit Court's Finance Department will encumber the Purchase Order when it is received by their office no matter the amount of the Purchase Order.

IV. Distribution of Purchase Orders after they are approved by the County Administrator or the Sumter County Board of County Commissioners will be processed as follows:

A. Purchase Orders approved by the County Administrator between $1,001.00 and $25,000.00 will be sent to the Clerk of Circuit Court's Finance Department by the Financial Services Department. The requesting Division/Department will order the goods/services. The requesting Division/Department and the Clerk of Circuit Court's Finance Department will process any invoices and payments against the Purchase Order until the Purchase Order is relinquished.

B. Purchase Orders approved by the Sumter County Board of County Commissioners exceeding $25,000.00 will be returned to the Clerk of Circuit Court's Finance Department for processing. The Clerk of Circuit Court's Finance Department will return the appropriate copies of the Purchase Order back to the requesting Division/Department. The requesting Division/Department will order the goods/services. The requesting Division/Department and the Clerk of Circuit Court's Finance Department will process any invoices and payments against the Purchase Order until the Purchase Order is relinquished.

Unauthorized Purchases

Except as herein provided, it shall be a violation of the Sumter County Board of County Commissioners' policy for any officer, employee or agent of the Board to order the purchase of any materials, supplies, equipment, professional or contractual services or to make any contract within the purview of this Policy other than through the County Administrator. Any Purchase Order or contract made contrary to the provisions herein shall not be approved, and the Sumter County Board of County Commissioners shall not be bound thereby. Purchases, orders, or contracts that are subdivided to circumvent the Purchasing Policy shall be considered Unauthorized Purchases.

A. A Requisition is required for the procurement of goods/services under $1000, unless procurement of goods/services is governed by a written contract or is listed as an exempt item under Exemptions and Exclusions under Section 1501.

I. A Requisition to purchase goods/services must be signed by the appropriate authority level. Complete a Requisition Form (See Exhibit F) with the following information:

A. Department requesting materials
B. Vendor name and address
C. Fund/account number
D. Total amount of order
E. Department purchasing authority signature.
F. Quantity, unit size, catalog or part number, description, unit cost, and total cost of items.
G. Total of all items.
H. Remarks if needed - this is for further breakdowns in fund/budget/line item numbers and any special "ship to" or "bill to" information

II. The requesting Division/Department will retain the white and yellow copy for their files and submit the pink copy along with the invoice to the Financial Services Department.

Unauthorized Purchases

Except as herein provided, it shall be a violation of the Sumter County Board of County Commissioners' policy for any officer, employee or agent of the Board to order the purchase of any materials, supplies, equipment, professional or contractual services or to make any contract within the purview of this Policy other than through the County Administrator. Any Purchase Order or contract made contrary to the provisions herein shall not be approved, and the Sumter County Board of County Commissioners shall not be bound thereby. Purchases, orders, or contracts that are subdivided to circumvent the Purchasing Policy shall be considered Unauthorized Purchases.

Change Order procedures shall not be used to avoid ANY standard purchasing procedures established within this policy.

In the course of business, it may be necessary to make changes to a contract or Purchase Order. This is accomplished by following the procedures listed below.

Contracts

- A Contract Change Order is necessary to correct errors, omissions, discrepancies, and/or to make monetary changes to an approved contract. The Contract Change Order shall come from the department/division that is responsible for managing the contract.
- All Contract Change Orders must be approved by the Sumter County Board of County Commissioners unless specifically delegated to the County Administrator within the contract.

Purchase Orders

- A Purchase Order Change Order (P.O. Change Order) is necessary to correct errors, omissions, discrepancies, and/or to make monetary increases to any P.O.
- All P.O. Change Orders must be submitted in writing to the Financial Services Department on a Change Order Form. (See Exhibit A)
- The County Administrator can approve a P.O. Change Order when a Contract Change Order has been previously approved by the Sumter County Board of County Commissioners. The approved Contract Change Order must be submitted with the P.O. Change Order to the Financial Services Department.
- The County Administrator can approve a non-contract P.O. Change Order that does not cause the total purchase price (original P.O. plus all Change Orders) to exceed $25,000. Exception – the County Administrator can approve any non-contract P.O. Change Order once, if the Change Order is less than $1,000, regardless of the total purchase price.

Purchase Order Change Order Procedures

1. Complete the Change Order Form.
2. The Department Head and Division Director will be required to sign the Change Order form and send it to the Financial Services Department for review.

3. The Financial Services Department will review and forward the Change Order form to the County Administrator for approval.
4. Once the Change Order is approved, the Financial Services Department will distribute the fully executed Change Order to the requesting department.

Please note: All documents supporting a P.O. Change Order must be submitted together to the Financial Services Department. This information must be submitted no later than the close of business on Monday before the Sumter County Board of County Commissioners meeting agenda deadline to ensure timely processing. These items include:

- Change Order form (See Exhibit A);
- Contract Change Order request;
- Budget Amendment request;
- Budget Transfer request.

Insurance Requirements / Hold Harmless Agreement

The Contractor/Vendor is required to purchase and maintain minimum limits of $1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Contractor/Vendor agrees to hold the Sumter County Board of County Commissioner harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.

The Contractor/Vendor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of a least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease. Even if the Contractor/Vendor is not required by state law to secure workers' compensation insurance, the Contractor/Vendor shall purchase and maintain workers' compensation insurance in order to perform work or provide services to Sumter County. (This is the standard requirement however; the Financial Services Department can perform a special review as needed on a case-by-case basis for the contractor/vendor.)

The Contractor/Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Contractor/Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements. (See Exhibit S)

I. The Requesting Division/Department in conjunction with the Financial Services Department will formulate specifications using guidelines depicted later in the document under Section 1401, Writing Specifications.

II. In an effort to ensure open and fair competition, the Requesting Division/Department may solicit comments from local vendors to insure specifications, as written, do not preclude any given vendor from bidding.

III. The Requesting Division/Department shall attach a Proposal Approval Form (See Exhibit J) for bids, proposals, qualifications and/or information and forward the form to the Financial Services Department. The Financial Services Department will process the request and forward the Proposal Approval Form to the County Administrator for approval. Upon approval, the Financial Services Department will begin the bidding process with assistance from the requesting Division/Department.

IV. The Financial Services Department shall determine the date, time and location for submitting bids, as well as the date, time, and location of the Public Bid Opening.

V. The Financial Services Department will advertise the request for bids at least once in a local newspaper and permit at least two weeks for the vendor(s) to respond.

In accordance with F.S. 255.0525(2), the solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than $200,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. The solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than $500,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement. In case of emergency, the procedures required in this section may alter by the local government entity in any manner that is reasonable under the emergency circumstances.*

*****Exception: The advertising requirement can be waived by the County Administrator in the event of an emergency. In accordance with F.S. 255.0525, as used in this section, the term "emergency" means an unexpected turn of events that causes:

A. An immediate danger to the public health or safety;
B. An immediate danger of loss of public or private property; or
C. An interruption in the delivery of an essential governmental service.

VI. All bids will be opened in public in accordance with F.S. 119.071 (HB 7223) by a Financial Services Department representative. The Requesting Division/Department will attend the bid opening and will review the submitted bids to ascertain the most responsive and responsible bid that provides the best value to the County.

VII. Unless otherwise instructed, the Financial Services Department with the concurrence of the Selection Committee will recommend the award of bid to the County Administrator in writing with adequate justification.

VIII. The Financial Services Department will determine if adequate budgeted appropriations are available for the purchase. The Financial Services Department will submit to the County Administrator for placement of the item on the agenda for approval by the Sumter County Board of County Commissioners if amounts exceed $25,000.

IX. The cancellation of an Invitation for Bids usually involves a loss of time, effort, and money spent by the County and bidders. Invitations should not be cancelled unless cancellation is clearly in the public interest; e.g., (1) where there is no longer a requirement for the supplies or services or (2) where amendments to the invitation would be of such a magnitude that a new invitation is desirable.

The notice of cancellation shall (1) identify the invitation for bids by number and short title or subject matter, (2) briefly explain the reason the invitation is being cancelled, and (3) where appropriate, assure prospective bidders that they will be given an opportunity to bid on any re-solicitation of bids or any future requirements for the type of supplies or services involved.

X. Cooperative purchase agreements involve arrangements between two or more governmental entities to share contracts for the purchase of commodities or services under the same contract. This is accomplished by including in their respective bid documents language notifying bidders that any response to the invitation for bid constitutes a bid made under the same terms and conditions for the same price to other governmental agencies.

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

I. Books, periodicals, software, printed materials, artwork, photographs, film, film strips, video tapes, disk or tape recordings or similar material where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent with the State, a governmental agency, or a recognized educational institute;

II. All heavy equipment repairs may be exempted from the competitive bidding requirements. The affected Department Head or designee shall solicit and evaluate quotations and make a recommendation for award. The Financial Services Department shall review the quotations and provide a recommendation to the County Administrator for awarding the bid. Should a purchase exceed $25,000, formal competitive bidding procedures may apply;

III. Commodities or services from established State of Florida, PRIDE, SNAPS, SPURS, RESPECT, government pricing, Federal General Services Administration contracts and other contracts competitively bid by government entities;

IV. The purchase, lease, or rental of real property, except to the extent required by State law, Abstracts of titles for real property, Title insurance for real property;

V. Supplies, professional and contractual services from a single source upon justification by the Department Head and approval of the Purchasing Agent. Justification shall state the conditions and circumstances requiring the sole-source purchase;

VI. Public utility services;

VII. Supplies or equipment where compatibility of equipment, standardization of products or services, accessories or replacement parts permits only one reasonable source of supply;

VIII. Grants (direct payment) and Social Services (e.g., burials and indigent patient services);

IX. Advertisements, Postage, Legal Services, Expert Witnesses, Court Reporter services;

X. Dues and memberships in trade or professional organizations, Fees and costs of job-related seminars, training, and travel;

XI. Artists, music ensembles, (bands) and other entertainment providers;

XII. Animals;

XIII. Emergency purchases, See Section 701, Approval to Purchase for exceptions

XIV. Other commodities or services, as determined by the County Administrator.

PIGGYBACK

The method of providing additional purchasing options is common practice in the public purchasing community and offers significant benefits. The use of cooperative purchasing agreements will allow the County to "piggyback" on other governmental contracts as we currently do with the State. The additional purchasing option may provide favorable pricing and reduce the costs associated with preparing specifications and issuing invitations to bid. "Piggyback" is a procedure of procuring goods or services without formal bid procedures via utilizing other public entity's award of an Invitation to Bid or Request for Proposal. The piggybacked bid should not have been awarded more than twelve (12) months prior to piggyback. The County shall be cautious when piggybacking another entity's bid. The award will be in accordance with all the terms and conditions, prices, time frames, and other criteria as included in the Invitation to Bid. Changes to terms and conditions, etc., are not allowed. It is recommended that the user Division/Department contact the user Division/Department of the other entity to determine that the item is exactly what is needed by the County and additionally, to determine if they would recommend piggybacking of the award.

The following is required to be part of the procurement package:
- A full copy of the Invitation to Bid
- Vendor's price sheet
- Vendor's signature
- Allowance for piggybacking by other entity
- Notification of award
- Date of Purchase Order or contract and expiration date.

Quotation from vendor, offering to honor the same prices under the same terms and conditions as indicated in the Invitation to Bid is also required. Only purchases can be piggybacked; sale or trade-ins must be sold separately. Should the piggybacked bid have a line item(s) for trade-in of used equipment, the line item(s) cannot be piggybacked.

Sole Source/Non-Competitive Negotiations

A. Policy

Non-competitive negotiations may be used as a procurement method for purchases of supplies or services available from only one source; or sole brand or when it is recommended by the Division Director of the using department or the Financial Services Department that competitive bidding is not feasible or not advantageous to the County and approved by the County Administrator. Sole Source means the only existing source of the items that meet the needs of the using department as determined by a reasonably thorough analysis of the marketplace. Sole Source purchasing of goods and services requires a written finding that only one qualified source is available; and also requires a written statement that a search for alternative source was made; and a justification of why the only source is acceptable to fit the needs of the using department. A request for a proprietary item does not justify sole source procurement if there is more than one potential bidder for the item. The requesting department may negotiate with a sole source supplier under the following circumstances:

- The needed supply or service is available from only one source/brand.
- The supply or service is wanted for experimental trial or testing.
- Additional supplies or services are needed to complete an ongoing task.
- A supply or service is purchased from, or a sale is made to, another unit of government.
- The item is a component or replacement part for which there is no commercial distributor.
- Compatibility is the overriding consideration.
- The item is a used item, which is subject to immediate sale.

B. Procedures

1. In processing requisitions for sole source/sole brand items, the requesting department conducts negotiations as to price, delivery, terms, and conditions.

2. The Financial Services Department, in cooperation with the using department, prepares a recommendation for award and forwards to the County Administrator for approval.

TIE BIDS

If all bids received are for the same total amount or unit price, quality and service being equal, the contract or purchase shall be awarded to the resident bidder, if applicable. Resident Bidder is defined in Section 401, Definitions.

For tie bids among non-resident bidders over fifteen thousand dollars ($15,000.00) but less than twenty-five thousand dollars ($25,000.00) the County Administrator shall determine which bid shall be selected. For tie bids, that exceed twenty-five thousand dollars ($25,000.00) the County Administrator shall determine which bid shall be recommended to the Board of Sumter County Commissioners for approval at a regular scheduled Sumter County Board of County Commissioners meeting.

BID PROTEST PROCEDURES

Any bidder opposed to an intended decision on any bid award must file in accordance with the process stated within the bid document, a written Notice of Intent to file a protest, within seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. The initial notice of protest shall clearly state the facts and law upon which the protest is being based. Failure to state the basis of the protest shall be just cause for the protest to be rejected according to the bid protest procedure.

Following the filing of the Protest Notice, the bidder must submit a formal, written bid protest within five (5) Sumter County workdays.

The formal written protest shall contain the following:

- Sumter County's bid number and description as advertised.
- Name and address of company or person filing the protest.
- A clear statement as to the grounds of protest (applicable statues, ordinances, laws, etc.)
- Specifically request the relief to which the protestant deems itself entitled.

The Purchasing Agent will review the bid protest, evaluate the facts and attempt to resolve the bid protest in a manner that attempts to address the interests of all parties.

In the event the protest cannot be resolved by mutual agreement, the Purchasing Agent will present the protest to the County Attorney with a recommendation for resolution of the protest. The bid protester will be notified in writing of the final findings.

All bid solicitations (information to bidders) shall contain the following statement:

> "Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Financial Services Department for Sumter County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. "

Protest procedures may be obtained from the Financial Services Department.

The purpose of this section establishes compliance with Chapter 287.055, Florida Statutes, known as the “Consultant’s Negotiation Act.”

Florida Statue 287.055 references the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.

Those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, 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.

These services must be processed through competitive bid according to Florida Statute.

I. Award of Design-Build Contracts

Contracts for the design-build of public construction projects for the Sumter County Board of County Commissioners shall be awarded in accordance with this procedure.

II. Definitions

For the purpose of this procedure, the following terms have the meanings indicated:

A. Design-Build

Design-Build has the requirements for which a single contract with a Design-Build firm is entered into for the design and construction of a Capital Improvement construction project. Further, providing one single administrative entity (a firm as defined herein) responsible for design and construction under one contract where architectural and engineering services are performed by a registered architect or professional engineer and where construction services are performed by a certified or registered contractor.

B. Design-Build Contract

Design-Build Contract is a single contract with a design-build firm for the design and construction of a public construction project.

C. Design-Build Firm

A partnership, joint venture, corporation or other legal entity which:

1. Is certified under Florida State Statute 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as a qualifying agent, or is certified under Florida State Statute 471.023 to practice or to offer to practice engineering, or is certified under Florida State Statute 481.219 to practice or offer to practice architecture; or certified under Florida State Statute 481.319 to practice or offer to practice landscape architecture; or

2. Has among the principal parties to the legal entity a principal party which is certified under Florida State Statute 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as a qualifying agent; or among the parties to the legal entity a principal party which is certified under Florida State Statute 471.023 to practice or to offer to practice engineering, or is certified under Florida State Statute 481.219 to practice or to offer to practice architecture; or certified under Florida State Statute 481.319 to practice or offer to practice landscape architecture.

D. Design Criteria Package

Design Criteria Package is concise, performance-oriented drawings or specification of the public construction project defining the design and construction requirements. The purpose of the design criteria package is to furnish performance criteria and sufficient information so as to permit design-build firms to prepare competitive technical and price proposals in response to the County's Request for Proposals (RFP), in order to permit the Sumter County Board of County Commissioners to enter into a negotiated design-build contract. The design criteria must be issued with the RFP on all competitive projects solicited via the competitive proposal process. For a qualifications based process, the design criteria package shall be provided to the top ranked firm after the Sumter County Board of County Commissioners provides approval, if necessary [See Florida State Statute 287.055(10)(c)]. The design criteria package must specify such performance based criteria for the project and must include but is not limited to:

- Legal description of the site
- Survey information concerning the site
- Interior space requirements
- Material quality standards
- Schematic layouts and conceptual design criteria of the project
- Cost or budget estimates
- Design and construction schedules
- Site development requirements
- Provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the project.

The firm to whom the design-build contract is awarded will be responsible for creation of the project design based on the criteria in the design criteria package.

E. Design Criteria Professional

A firm or individual who holds a current certificate of registration under Florida State Statue 481 to practice architecture or landscape architecture, a firm or individual who holds a current certificate as a registered engineer under Florida State Statute 471 to practice engineering and who is employed by or under contract to the Sumter County Board of County Commissioners for the furnishing of professional architectural or engineering services, in connection with the preparation of the design criteria package.

The design criteria professional shall not be eligible to render services under a design-build contract on a project for which the design criteria professional has prepared the design criteria package.

At the discretion of the Sumter County Board of County Commissioners, the design criteria professional may be consulted:

1. during the evaluation process to review and evaluate the design-build firms' performance qualifications, technical and price proposals
2. during the review and evaluation of the detailed design and construction plans and specifications, and
3. during the construction work performed by the design-build firm for compliance and conformance with the requirements and provisions of the design criteria package and the design-build contract documents.

III. Use of Design-Build Contracts

The Project Manager will recommend to the Financial Services Department and County Administrator if the design-build method is appropriate for a particular requirement. In making the recommendation, the Project Manager will determine whether design-build or contracting separately for professional design and construction services is in the best interest of the Sumter County Board of County Commissioners by considering the following factors:

A. The potential for project cost savings and /or cost reduction

B. The need or potential for reducing the time to complete the project

C. The need or potential for enhancing revenue production by expediting completion, activation, and operational use of the project

D. The need or potential to expedite the completion, activation and operation of the project due to public service considerations or user division operational needs and requirements

E. The potential for collaboration to develop designs and construction methodology that could provide a project with enhanced qualities of aesthetics, innovative use of materials, economy of construction, operational efficiency, and/or functional effectiveness

F. The need or potential for protecting, preserving and enhancing the health, safety and welfare of the public.

IV. Procurement Procedures for Design-Build Contract Services

Upon the decision to utilize the design-build contracting method for a specific project, the procurement and contracting of design-build contract services shall be in accordance with the following procedures:

A. Competitive Proposal Selection Process

1. Design Criteria Package

The Design Criteria Professional employed or contracted by the Sumter County Board of County Commissioners shall prepare, produce, and seal a design criteria package for use by the Sumter County Board of County Commissioners in:

a. Soliciting design-build firms

b. Providing a basis for determining and selecting the most highly qualified design-build firms

c. Soliciting competitive technical and price proposals from design-build firms, and

d. Providing a basis for awarding a design-build contract

2. Requests for Proposals

a. The Request for Proposals should contain, as a minimum:

i. A copy of the design criteria package prepared by the design criteria professional who is under contract with or employed by the Sumter County Board of County Commissioners

ii. The scope of services to be provided by the design-build firm during the performance of the design-build project, including the schedule and time period in which the design-build services are to be completed

iii. The Sumter County Board of County Commissioners minimum goals for Minority / Women Business Enterprise (M/WBE) participation

iv. The insurance coverages and bonding requirements

v. Instructions covering the required form, content and manner in which the qualifications statement, technical proposal and price proposal are to be submitted to the Sumter County Board of County Commissioners

vi. The evaluation criteria and proportional weighting to be used to evaluate the proposals

vii. Draft design-build contract, including general and supplemental terms and conditions

viii. Any other information the Sumter County Board of County Commissioners deems appropriate to the selection process.

b. The Sumter County Board of County Commissioners shall provide adequate notice of its intent to solicit design-build services in a manner consistent with Sumter County Board of County Commissioners Purchasing Manual, Section 901 titled “Competitive Bidding”.

3. Review and Evaluation of Qualifications Proposals

The Selection Committee shall review and evaluate all submittals that were received prior to the announced deadline. This evaluation shall include a determination that the firms submitting proposals meet the design-build firm definition. Qualifications of the firm and Project Manager shall be considered for the design team as well as the construction team.

4. Review and Evaluation of Technical and Price Proposals

Firms responding to the Request for Proposals shall submit a technical and price proposal, in addition to other required documents. Separate submissions of qualifications, technical proposals and price proposals depending on the complexity and nature of the requirement may be required.

a. Technical Proposal

i. The technical proposal shall be based on the design criteria package and additional information and requirements set forth in the Sumter County Board of County Commissioners RFP package.

ii. A Technical Evaluation Team, consisting at a minimum, of one representative of the Project's primary user division, a representative selected based on technical expertise and other staff as needed, shall convene at the call of the Purchasing Agent who shall chair, as a non-voting member, the evaluations of the technical proposals. The Design Criteria Professional may also be requested to attend the meeting as an observer. The Technical Evaluation Team shall evaluate the technical proposals submitted by each proposer and shall present its evaluations and recommendations regarding the technical proposals to the Sumter County Board of County Commissioners at its regularly scheduled meeting.

iii. The content and form of the technical proposal should present a clear, comprehensive and well documented representation, understanding and commitment of how the design-build firm proposes and intends to implement and fulfill the requirements set forth in the design criteria package and other stated requirements of the design-build contract; and how they intend to manage, administer, coordinate, carry-out or otherwise complete all phases, elements, needs and requirements of the design-build project with special emphasis on design quality control and construction quality assurance. The design-build firm should demonstrate how it will implement the requirements and provisions of the design criteria package and other stated contract requirements pursuant to the intended design-build contract and include in the technical proposal such information including but not limited to: preliminary designs, plans and specifications, and schedules for design and construction.

The technical portion of the proposal should contain sufficient information to enable the Technical Evaluation Team to evaluate each of the criteria to be used in scoring the technical proposals.

iv. The evaluation of the technical proposals shall be done on the basis of the relative weighting factors for components of the projects, as included in the RFP.

b. Price Proposal

The price proposal shall consist of either a lump sum, fixed fee amount or a guaranteed maximum not to exceed price. The price proposal shall be based upon and include any and all costs or expenses to be incurred by the design-build firm in implementing, fulfilling and completing all aspects of the design-build project, including but not limited to the design, plans approval, permitting, construction and activation of the project, in accordance with the requirements and provisions of the Sumter County Board of County Commissioners design criteria package, the requirements set forth in the Sumter County Board of County Commissioners RFP, the stated requirements pertaining to the design-build contract and the requirements of any and all agencies or organizations having jurisdiction for project plans review, permit approval or the design, construction, occupancy, activation, use or operation of the project, or use of the property on which the project is located. The price proposal, in addition to all direct costs and expenses, shall include all other costs and expenses including but not limited to such costs as design and engineering services, the design-build firm's general, administrative and other manager costs, project management and supervisory costs, all fees, charges and taxes, labor, direct and indirect payroll costs, insurance and bond costs, cost of equipment, materials, tools, transportation, and service fee (profit).

The price proposal shall be submitted with the firm's proposal and shall be publicly opened at the date and time indicated in the RFP. Price proposals exceeding the Sumter County Board of County Commissioner's budget amount may be rejected from further consideration or alternately; negotiations may be conducted with the selected design build firm.

5. Design-Build Contract Award

The Selection Committee shall submit an alphabetical listing of the short listed firms, providing score sheets as back-up, to the Sumter County Board of County Commissioners for selection of one firm and two ranked alternates, if available, and approval to negotiate and award a design-build contract with the selected firm, provided the final negotiated price does not exceed the price submitted in their proposal. Prior to award and execution of the design-build contract, the Sumter County Board of County Commissioners may negotiate minor changes in the technical proposal and contract price for the purpose of clarifying and/or refining the project requirements and the services to be performed and/or the work to be done.

Qualification-Based Selection Process

a. Design Criteria Package

The Design Criteria Professional employed or contracted by the Sumter County Board of County Commissioners shall prepare, produce and seal a design criteria package for use by the Sumter County Board of County Commissioners:

i. negotiating with the selected design-build firm

ii. obtaining a technical and price proposal from the selected design-build firm

iii. providing a basis for awarding a design-build contract

b. Requests for Proposals

i. The RFP should contain, as a minimum:

1) The scope of services to be provided by the design-build firm during the performance of the design-build project, including the schedule and time period in which the design-build services are to be completed

2) The County's minimum goals for M/WBE participation

3) The insurance coverages and bonding requirements

4) Instructions covering the required form, content and manner in which the qualifications statement is to be submitted to the Sumter County Board of County Commissioners

5) The evaluation criteria and proportional weighting to be used to evaluate the proposals

6) Draft design-build contract, including general and supplemental terms and conditions

7) Any other information the Sumter County Board of County Commissioners deems appropriate to the selection process.

ii. The Sumter County Board of County Commissioners shall provide adequate notice of its intent to solicit design-build services in a manner consistent with the Board of Sumter County Commissioners Purchasing Policies and Procedures, Section 901, Competitive Bidding Process.

c. Review and Evaluation of Qualifications Proposals

Prior to the Selection Committee meeting, the Selection Committee shall review, evaluate and score all proposals received by the proposal/bid due date. The evaluation shall include a determination that the firms submitting proposals meet the design-build firm definition. Qualifications of the firm and project manager shall be considered for the design team as well as the construction team.

d. Technical and Price Proposals

The selected design-build firm shall be required to submit a technical and price proposal. These proposals shall form the basis of contract negotiation and award of the design-build contract.

e. Design-Build Contract Award

The Selection Committee shall submit, an alphabetical listing of the short listed firms, providing score sheets as back-up, to the Board of Sumer County Commissioners for selection of one firm and two ranked alternates, and approval to negotiate and award a design-build contract with the selected firm, provided the final negotiated price does not exceed the project budget. Prior to award and execution of the design-build contract, the Sumter County Board of County Commissioners may negotiate minor changes in the technical proposal and contract price for the purpose of clarifying and/or refining the project requirements and the services to be performed and/or the work to be done.

SELECTION COMMITTEE

Submittals resulting from a Request for Proposals (RFP), Request for Qualifications (RFQ) or an Invitation to Bid (ITB) shall be evaluated by a Selection Committee. The Selection Committee's purpose is to review the bid/proposal to ensure that the proposal is in compliance with RFP specifications and to make recommendations on awards to the County Administrator.

The Selection Committee generally consists of three (3) or five (5) members representing a cross-section of employees with knowledge of the commodities or services sought. Selection Committee members shall be recommended by the requesting Division Director and submitted to the Financial Services Department for review. A representative from the Financial Services Department shall serve in an advisory capacity to the Selection Committee and must be present at all proceedings.

No person shall serve on a Selection Committee if he/she has a conflict of interest with respect to any company submitting a proposal. The following activities shall be deemed to be a conflict of interest and shall preclude a person from serving on the Selection Committee.

a. Current employment or past employment with the proposer within one (1) year prior to the evaluation.
b. Serving as a current consultant or past consultant for or with the proposer being evaluated within one (1) year prior to the evaluation.
c. Having an ownership interest (stocks or assets) in the proposer being evaluated at the time of the evaluation (excluding mutual funds).
d. Having a family member (spouse, child, sibling, parent, and in-law) with an ownership interest in the proposer being evaluated at the time of the evaluation in accordance with F.S. 112.3135.
e. Serving as an officer and/or director for the proposer at the time of evaluation.
f. Being a party to any current or past litigation / lawsuit with or against the proposer being evaluated.
g. Any other activity, interest, or relationship that could possibly be viewed as a conflict of interest or that is in conflict with F. S. 112.313 (Code of Ethics) must be disclosed in writing to the Financial Services Department prior to service on a Selection Committee. The Financial Services Department shall make the determination as to whether or not a conflict exists.

Required public notice(s) shall be given before any Selection Committee meeting. All notices shall be posted in clear public view by the Financial Services Department and will be included in the RFP, RFQ and/or ITB solicitation.

The minutes of any open public meetings shall be made available for public view. The original minutes shall be filed with the solicitation package in the Financial Services Department.

SELECTION COMMITTEE PROCESS

a. The requesting Department Head shall serve as chair to the Selection Committee and will coordinate all scheduling with the Financial Services Department. It is the responsibility of the Financial Services Department to ensure proper public notice is issued for the meeting(s).

b. Selection Committee members shall refrain from conversations with each other for the duration of the process except during properly noticed Selection Committee meetings.

c. Selection Committee members must attend all scheduled meetings including any oral presentations by bidders/proposers.

d. Selection Committee members must evaluate all proposal submittals based upon the written response to the scope of work and other pertinent information as may be relevant to the selection process. Information entered into the record must be relevant fact based information.

e. The Financial Services Department will be responsible for conducting reference checks of bidders / proposers if requested from the Selection Committee.

f. The Financial Services Department is responsible for ensuring written minutes are prepared and attendance is recorded for all meetings.

g. Each Selection Committee member is responsible for completing their individual scoring sheets. Selection Committee members must sign and date their individual scoring sheets. The Selection Committee can, with a consensus, produce one final scoring sheet. However, all individual scoring sheets must also become part of the official bid / proposal file. If one final scoring sheet is produced, all Selection Committee members must sign the sheet to indicate agreement.

h. The Selection Committee may also produce an evaluation summary at the Chairman's discretion. A summary may be necessary in order to provide a brief description of the project and/or basis for recommendation to the Sumter County Board of County Commissioners.

i. All scoring sheets and evaluation summaries must be provided to the Financial Services Department for the official bid/proposal file and for agenda item preparation.

j. All Selection Committee meetings are open to the public per Sunshine Law requirements; however, the public may not participate in the evaluation process.

k. If the Selection Committee desires product demonstrations or oral presentations, the Financial Services Department shall coordinate the times and location. Only the bidders/proposers that are being considered for award should be asked to participate in the demonstration (unless the procurement is an RFP and the demonstration is a requirement of the solicitation). A representative from the Financial Services Department shall be present at all demonstrations.

l. Any products left in the custody of the County for further testing or review shall be the responsibility of the Financial Services Department. Once the testing or review has been completed, the Financial Services Department shall notify the bidder or proposer that the product is ready to be returned.

m. Once an award has been made the original bid / proposal file will be sent to the Clerk of Circuit Court's Finance Department for official record keeping by the Financial Services Department.

The purpose of this section is to identify proper policies and procedures relating to real property.

The Sumter County Board of County Commissioners adopted a resolution on October 9, 2007, pursuant to F.S. 125.379 establishing inventory of surplus property appropriate for affordable housing. (See Exhibit M)

The Sumter County Board of County Commissioners approved policies and procedures for Code Properties on October 9, 2007. (See Exhibit N)

The Sumter County Board of County Commissioners adopted Ordinance 2006-18, on May 9, 2006, pursuant to the provisions of F.S. 125.35(3) establishing disposition standards and procedures to be used by the Sumter County Board of County Commissioners in selling and conveying real property owned by the Sumter County Board of County Commissioners; providing for declaration of surplus property; providing alternative methods for the sale of surplus property including the hiring of real estate brokers or public auction houses; providing negotiation procedures; requiring compliance with the Sumter County Comprehensive Plan; providing for repeal of conflicting ordinances; providing for severability; and providing an effective date. (See Exhibit O)

The Sumter County Board of County Commissioners adopted a policy on January 23, 2007, to follow F.S. 125.355 and the policy set when purchasing real property, other than road right-of-way. (See Exhibit P)

I. GENERAL:

The Sumter County Purchasing Card Program is designed to improve efficiency in processing low dollar purchases from any vendor that accepts the Sumter County Board of County Commissioner's credit card.

This program will allow the cardholder to purchase approved commodities and services directly from vendors. Each purchasing card is issued in the cardholder's name and Sumter County. The Financial Services Department in partnership with the Clerk of Circuit Court's Finance Department will be responsible for the overall management of this program.

The Purchasing Card is not to be used for routine daily purchases or to circumvent any purchasing procedures established within this policy.

II. ISSUANCE:

The Division/Department will recommend to whom the cards should be issued. The County Administrator will approve or disapprove the recommendations. The Financial Services Department will issue purchasing cards upon approval based upon the purchasing authority of each individual or work group, and in accordance with provisions established in the Bank of America Purchasing Card Agreement.

III. TRANSACTION DOLLAR LIMIT:

The single per transaction dollar limit shall not exceed $1,000.00 unless specifically approved by the County Administrator. In the event a limit increase is necessary, the Financial Services Department must be contacted. Requests to exceed the $1,000.00 single transaction limit will require completion of the Purchasing Card Overage Request Form (See Exhibit T). In special circumstances, verbal approval may be given. If verbal approval is given, the Requestor must complete Exhibit T. The approved Exhibit T form must be attached to the Purchasing Card Expenditure Report Form (See Exhibit E) and submitted to the Clerk of Circuit Court's Finance Department for payment.

The County Administrator shall specify:

a. Authorizations tied to budget limits

b. Restrictions on the types of vendors with which the card may be used

c. Any additional controls available

d. Purchasing cards may be used to purchase commodities and a limited number of services. Cash advances are strictly prohibited.

IV. TAX EXEMPT NUMBER:

All Purchasing Card purchases are exempt from all state and local use tax. The Sumter County Board of County Commissioners Tax Exempt I.D. Number is to be given to all vendors to avoid payment of state and local use tax. The Tax Exempt I.D. Number for the Sumter County Board of County Commissioners is 85-8012622366C-3. The use of the County's Tax Exempt I.D. Number for personal use is strictly prohibited. Any employee caught using the County's Tax Exempt I.D. Number for personal use will receive disciplinary action to include, but not limited to, immediate termination of employment. Additionally, F.S. 212.085, states that in addition to being liable for payment of the tax plus a mandatory penalty of 200 percent of the tax, such person shall be liable for fine and punishment as provided by law for a conviction of a felony of the third degree, as provided in s. 775.082, s. 775.083, or s. 775.084.

V. RECEIPT OF GOODS:

To insure prompt and proper payment of receipts/invoices, the following procedure should be strictly adhered to, noting that timeliness and completeness are of utmost importance to the success of the process. Once a cardholder has submitted for processing transactions, all receipts and invoices should be attached to the Purchasing Card Expenditure Report Form (See Exhibit E). The appropriate department and account number indicating where the purchase is to be expended should be included on the Purchasing Card Expenditure Report Form (See Exhibit E). After receipts/invoices have been reconciled and attached to the Purchasing Card Expenditure Report Form (See Exhibit E), the cardholder must obtain the appropriate authorization on his/her report before forwarding to Finance. Submission of all properly authorized documentation is due to the Clerk of Circuit Court's Finance Department five days after the department has received the monthly statement.

VI. INTEREST AND PENALTY:

Cardholders must send their Purchasing Card Expenditure Report Form (See Exhibit E) and invoices to the Clerk's Finance Office five days after the department has received the monthly statement. If any interest is acquired due to late submission of the monthly payment to the Clerk of Circuit Court's Finance Department the violating department will be charged the interest payment.

VII. DISPUTED CHARGES AND ASSISTANCE:

In the event of a disputed charge, in which the cardholder is unable to resolve the disputed purchase with the vendor, the cardholder should promptly complete a Purchasing Card Dispute Form (See Exhibit I) and notify his/her supervisor. The completed dispute form should then be forwarded to the Financial Services Department, who will forward the form to the Financial Institution and copy the Clerk of Circuit Court's Finance Department.

VIII. RETURNS:

In the event there are returns, the cardholder must check the subsequent invoice (statements) for the credit and attach the credit slip when processing for payment. If the credit slip was not obtained, attach other documentation (i.e. memo) explaining the return.

IX. LOST OR STOLEN CARDS:

Each card holder is to report their lost or stolen purchasing card to the Financial Services Department immediately. If not reported immediately, the Sumter County Board of County Commissioners may be liable for the fraudulent charges and, if liable, the cardholder's budget will be charged. See the Lost or Stolen Purchasing Card Reporting Form, Exhibit B.

X. INAPPROPRIATE PURCHASES:

Neither the bank nor the merchant bears any responsibility for inappropriate purchases. If a purchase was made by the cardholder, the merchant will be paid and the department budget charged, unless the department returns the merchandise and the merchant agrees to take it back and issue a credit. Individual cardholders may be subject to disciplinary action up to and including termination if illegal and/or inappropriate purchases occur.

XI. PROHIBITED PURCHASES:

a. Cash Advances
b. Alcohol, tobacco products, or prescription drugs
c. Meals and food (Only in accordance with policies adopted by the Board, ref. Ordinance #01-3)
d. Recreation or Entertainment
e. Gas and oil products, except in conjunction with county business travel in a county vehicle
f. Vehicle repair, other than a county vehicle
g. Capital Outlay
h. Telephone Calls
i. Travel expenses unless an authorization to travel request is approved
j. Items for non-county or personal use
k. Items not budgeted or items that would cause the budget to be over expended
l. Other items specifically prohibited by the Sumter County Board of County Commissioners or a Division in writing

XII. CARDHOLDER PERFORMANCE:

A cardholder's responsible supervisor shall review their purchases, as they are responsible for the cardholder meeting all the requirements specified for the use of their purchasing card. The completion of the review will be documented by signing and dating by the cardholder and the supervisor on the Purchasing Card Expenditure Report Form. (See Exhibit E)

XII. CANCELLATION OF CARDS:

Whenever the employment of a cardholder is ended, the cardholder's supervisor is responsible for returning the card to the Financial Services Department for cancellation. The Financial Services Department will forward a copy of the cancellation form to the Clerk of Circuit Court's Finance Department.

IXV. RECORD KEEPING:

Each Cardholder shall match their receipts to the purchasing card report and forward to their supervisor for their review. Purchasing cards will not be issued to employees designated as being in probation status with the exception of Senior Staff or Department/Division Heads. All other exceptions require approval by the County Administrator.

I. GENERAL:

The Sumter County Fleet Card Program is designed to improve efficiency in processing fuel from any vendor that accepts the Sumter County Board of County Commissioner's fleet card. This program will allow the cardholder to purchase only fuel directly from accepting vendors and does not apply to charges for emergency repair or other related services. This will be inscribed on the fuel card itself.

II. ISSUANCE:

The Division/Department will provide a list of vehicles in which the fleet cards should be issued and kept inside that specific vehicle. The County Administrator will approve or disapprove the recommendations. Fleet cards will be issued based on the approval and on the authority of each vehicle as well as pin numbers for each authorized individual or work group, and in accordance with provisions established in the Wright Express Business Charge Account Agreement.

III. Fleet Card Transaction Limits

A. Passenger Automobiles and SUVs - Fleet Cards are subject to three limits:

a. maximum transaction dollar amount of $100,
b. daily dollar maximum of $200, and
c. no more than four transactions a day.

B. Non-Passenger Work Vehicles (Dump Trucks, Fire Trucks, etc.):

a. maximum transaction dollar amount of $300,
b. daily dollar maximum of $1,000, and
c. no more than four transactions a day.

When refueling a vehicle, if it is necessary to exceed established transaction limits, the vehicle operator shall request prior approval from the Division Director. If the Division Director is unavailable, the Department Head or County Administrator may be contacted. Once approval is received, the vehicle operator must note the reason for the overage on the receipt and have the Division Director sign it prior to submitting the receipt for payment.

Departments with the approval of the Purchasing Agent selected to participate in the program shall specify:

a. Authorizations tied to budget limits.
b. Restrictions on the types of vendors with which the card may be used
c. Any additional controls available.
d. Fleet credit cards may be used to purchase fuel only. Cash advances are <u>strictly prohibited.</u>

IV. TAX EXEMPT NUMBER:

All Fleet Fuel Card purchases are exempt from all state and local use tax. The Sumter County Board of County Commissioners Tax Exempt I.D. Number is to be given to all vendors to avoid payment of state and local use tax. The use of the County's Tax Exempt I.D. Number for personal use is strictly prohibited. Any employee caught using the County's Tax Exempt I.D. Number for personal use will receive disciplinary action to include, but not limited to, immediate termination of employment. Additionally, F.S. 212.085, states that in addition to being liable for payment of the tax plus a mandatory penalty of 200 percent of the tax, such person shall be liable for fine and punishment as provided by law for a conviction of a felony of the third degree, as provided in s. 775.082, s. 775.083, or s. 775.084.

V. RECEIPT OF GOODS AND REPORTING INFORMATION:

To insure prompt and proper payment of receipts/invoices, the following procedure should be strictly adhered to, noting that timeliness and completeness are of utmost importance to the success of the process.

RECEIPTS: All fleet card users should submit for processing all of their transaction receipts. All receipts should be attached to the monthly department Invoice Statement when sent to Finance for payment. Submission of all properly authorized documentation is due to the Clerk of Circuit Court's Finance Department five days after the department has received the monthly statement.

REPORTS: The report will identify the vehicle, the user, and the amount of fuel purchased. Each vehicle will be assigned a fleet card. Each user will be assigned a pin number for utilization that can be used with any vehicle's fleet card. The report will identify the pin number and fleet card that is utilized to purchase the fuel for all purchases. If a particular user is delinquent in producing receipts for three consecutive billing cycles their pin number will be suspended. The County Administrator will determine sole discretion of the length of the suspension. The County Administrator also has the authority to remove a user completely from the fleet card account pending repeat offenses of this policy.

VI. INTEREST AND PENALTY:

If any interest is acquired due to late submission of the monthly payment to the Clerk of Circuit Court's Finance Department the violating department will be charged with the interest payment. The Clerk of Circuit Court's Finance Department must receive all documentation five days after the department has received the monthly statement.

VII. DISPUTED CHARGES AND ASSISTANCE:

In the event of a disputed charge, in which the authorized personnel is unable to resolve the disputed purchase with the fleet card company then the pin holder should promptly complete a Fleet Card Dispute Form (See Exhibit Q) and notify his/her supervisor. The completed dispute form should then be forwarded to the Financial Services Department, who will forward the form to the Financial Institution and a copy to the Clerk of Circuit Court's Finance Department.

VIII. LOST OR STOLEN CARDS:

Report lost stolen fleet cards to the Financial Services Department immediately. If not reported immediately, the Sumter County Board of County Commissioners may be liable for the fraudulent charges and, if liable, the department's budget will be charged.

IX. INAPPROPRIATE PURCHASES:

Neither the bank nor the merchant bears any responsibility for inappropriate charges. If a charge was made by the pin holder, the merchant will be paid and the department budget charged, unless the department disputes the charges. Individual pin holders may be subject to disciplinary action up to and including termination if illegal and/or inappropriate charges occur.

X. PIN HOLDER PERFORMANCE:

A pin holder's responsible supervisor shall review their charges, as they are responsible for a pin holder meeting all of the requirements specified for the use of the vehicle's fleet card. The completion of the review will be documented by signing and dating by the monthly department Invoice Statement obtained from the fleet card accounting company.

XI. CANCELLATION OF CARDS:

Whenever the employment of a pin holder is ended, the pin holder's supervisor is responsible for providing documentation to the Financial Services Department for cancellation. The Financial Services Department will forward a copy of the cancellation form to the Clerk of Circuit Court's Finance Department.

XII. RECORD KEEPING:

Each pin holder shall match their invoices to the monthly department Invoice Statement and forward to their supervisor for review. Pin numbers will not be issued to employees designated as being in probation status with the exception of Senior Staff or Department/Division Heads. All other exceptions will require approval of the County Administrator.

If you need assistance, please contact your responsible supervisor or the Financial Services Department.

Standardization of Equipment, Supplies, Etc.

Purpose

The purpose of standardization of equipment and supplies is to capitalize on purchasing economies and or other benefits such as maintenance efficiency, spare parts consolidation and interchangeability, etc., when the same type of equipment and supplies are purchased consistently. Examples could be firefighting bunker gear and breathing apparatus, fire- fighting equipment, vehicles, etc., for interchangeability and cross use for all fire departments; or radio equipment, telephone equipment, etc. for interchangeability, cross use, and maintenance.

Procedure

To obtain approval for standardization of supplies or equipment, the requesting department head must submit a memorandum to the Financial Services Department requesting the standardization and must include convincing justification. Justification could be based on issues such as, but not limited to, purchase economies, safety considerations, training, and/or maintenance economies. The Financial Services Department will review the request and forward to the County Administrator with a recommendation to either reject or concur with the request. If rejected by the County Administrator, the normal procurement process will be followed. If approved, future purchases for the approved equipment or supplies will be purchased in accordance with the adopted standard specification. The standard specification(s) shall be used to obtain quotes or bids as appropriate.

I. All peripherals and software must be approved by the County Administrator or his designee prior to purchase or installation. This includes on-line downloads of software.

II. A request for a quote, listing all specifications, will be submitted by means of an Information Technology (IT) Helpdesk. The closeout of this Helpdesk by IT will provide pricing options back to the requesting individual or department.

III. The individual or department making a request for a quote will notify the County Administrator or his designee as to the intent to move forward with the purchase or abandon the quote within one (1) week.

IV. If moving forward with the purchase, normal Purchasing Policies and procedures will be followed.

V. Upon receipt of the item, place an IT Helpdesk for its installation.

VI. IT will notify through the closeout of the Helpdesk that the installation was completed.

VII. The requesting individual or department will follow through with a payment submittal request to the Clerk of Circuit Court's Finance Department and include the closed out Helpdesk documentation as backup.

REQUEST FOR BUDGET TRANSFER

From time to time, the Financial Services Department may notify department of the unavailability of funds in their respective budgets. With the County Administrator's approval, and in accordance with Florida Statutes 129.06(2), the Division Director may request transfer of funds within a department's budget utilizing the Budget Transfer form (See Exhibit G).

All contracts, leases, and agreements shall be reviewed by the County Administrator. In determining the value of the contract, all proposed renewal clauses must be considered. The County Administrator will consult with the County Attorney as appropriate prior to sending the contract, leases, or agreements to the Sumter County Board of County Commissioners. If a contract, lease or agreement requires a Budget Amendment, the Budget Amendment request must be submitted simultaneously to the Financial Services Department. This will ensure that the Budget Amendment, contract, lease, or agreement go to the Sumter County Board of County Commissioners on the same agenda.

Recurring Basis: Shall be those goods or services that are provided to the Sumter County Board of County Commissioners on a continuing or repeat basis. One time purchase of goods by the Sumter County Board of County Commissioners or the provision of services to the Sumter County Board of County Commissioners on a one-time basis shall not be recurring.

The authority to enter into contracts, leases, or agreements for the purchase of goods and services shall be presented to the Sumter County Board of County Commissioners at a regularly scheduled Sumter County Board of County Commissioners meeting for approval.

*Exception: In an emergency as determined by the County Administrator and the Sumter County Board of County Commissioners, authorization to contract in excess of $25,000 is granted to the County Administrator with the provision that it will be brought to the attention of the Sumter County Board of County Commissioners at their next regularly scheduled meeting for "after-the-fact" approval. This authority will be capped at $100,000; any requirements above that level will require that a special meeting of the Sumter County Board of County Commissioners be called.

All original contracts will be forwarded to the Clerk of the Circuit Court. The Clerk of Circuit Court's Office is the designated Official Record Custodian of all County contracts, leases and agreements. A copy of the County's contracts, leases and agreements will also be forwarded by the owning Department to the Financial Services Department.

The following contract provisions should be included in contracts and agreements entered into on behalf of the Sumter County Board of County Commissioners for commodities and contracted services. These provisions do not apply to the acquisition of professional architectural, engineering, landscape architectural, surveying and mapping services, mental heath or legal services.

I. Date, Name and Address of all parties entering into the contract:

AGREEMENT dated _____ between Sumter County Board of County Commissioners, having its Financial Services Department at 7375 Powell Road, Wildwood, Florida, 34785 ("COUNTY") and Name of Contractor, having its principle office at ___Address of Contractor_, ("CONTRACTOR").

II. SCOPE OF WORK:

During the continuance of this Agreement, CONTRACTOR agrees to provide all supervision, labor, and equipment necessary to describe service to be provided or goods to be delivered, as described in Sumter County Bid Number enter bid number, entitled “enter name of bid ".

III. INDEPENDENT CONTRACTOR

CONTRACTOR shall be an independent contractor with respect to all work performed hereunder and neither CONTRACTOR nor those employed by CONTRACTOR to perform such work shall be deemed the agents, representatives, employees or servants of the COUNTY in the performance of such work or any part thereof. The CONTRACTOR assumes full responsibility for supervising and directing its own employees.

IV. COOPERATION:

CONTRACTOR agrees to perform each phase of the work at the scheduled time and in the scheduled sequence and otherwise to cooperate with the COUNTY as requested by the COUNTY or its representative, and to cooperate with inspection continuously or from time to time by such representative.

V. PERSONNEL:

In the event the COUNTY objects to the presence or performance of any employee of CONTRACTOR, CONTRACTOR shall remove such employee from

COUNTY premises provided that CONTRACTOR shall have the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of CONTRACTOR.

VI. DRUG-FREE WORKPLACE:

During the term of this agreement, the Contractor shall have a current and enforced Substance Abuse Policy. Such policy shall hold the Contractor and the Contractor's employees to the same rules of conduct and tests as the employees of the Sumter County Board of County Commissioners as outlined in the Sumter County Drug-Free Workplace Program Policy and pursuant to Florida Statute 287.087.

VII. MATERIALS, SUPPLIES, TOOLS AND EQUIPMENT:

CONTRACTOR shall furnish and supply all tools, materials, consumable supplies and equipment required in the performance of the work covered by this Agreement. CONTRACTOR shall supply any safety devices and equipment and special clothing required for use by CONTRACTOR'S employees. In the event specialty equipment is purchased by the County, for the Contractor, for use on a project, said equipment shall become the sole property of the County upon completion of project.

VIII. INSPECTION:

The COUNTY will provide an authorized representative prior to the commencement of work that shall have authority to designate the work to be performed hereunder, to inspect such work and to determine questions which might arise between the parties relative to the execution of the work. The direction of the work by CONTRACTOR'S employees shall be under the exclusive control of CONTRACTOR. The CONTRACTOR shall assign a competent superintendent who will deal with the COUNTY'S duly authorized representative on matters relating to the work to be performed and its proper execution. The COUNTY shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

IX. LAWS, RULES AND REGULATIONS:

a. GENERAL LAWS: CONTRACTOR shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing CONTRACTOR'S performance of this Agreement and the preservation of public health and safety, and shall, at the COUNTY'S request, secure documents evidencing compliance therewith.

b. ILLEGAL ALIEN LABOR: CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States.

c. TERMINATION FOR CAUSE: Failure of the CONTRACTOR to comply with the provision of this section IX shall constitute grounds for the COUNTY to immediately terminate this Agreement for cause, and to declare the CONTRACTOR to be Non-Responsible for bidding/proposing on future contracts for one year from the date the COUNTY notifies the CONTRACTOR of non-compliance.

d. APPLICATION TO ALL CONTRACTORS: This Section IX shall govern all contracts between CONTRACTORS and Sumter County, including those contracts governing the acquisition of professional architectural, engineering, landscape architectural, surveying and mapping services, mental health and legal services.

X. INSURANCE-HOLD HARMLESS-CLAIMS:

During the term of this Agreement, Contractor will purchase and maintain insurance as set forth in the Insurance Requirements included in the Invitation to Bid Number enter bid number.

XI. CONTRACTOR'S FEE:

The COUNTY shall pay CONTRACTOR for services covered under this contract based on CONTRACTOR'S proposal dated date printed on bid or date of bid opening. [Attach a copy of the bid as an Exhibit to the Contract.]

XII. ACCOUNTING:

CONTRACTOR shall keep in separate accounts a full, accurate and careful record of all labor employed on, about, or in connection with, the work to be performed hereunder and shall keep accurate and careful records of any materials and equipment furnished by CONTRACTOR.

The COUNTY shall retain the right of unilateral cancellation for refusal by CONTRACTOR to allow public access to all documents, papers, letter, or other material subject to the provisions of Florida Statute 119 and made or received by CONTRACTOR in conjunction with this contract. [F.S. 287.058(1) (c)]

XIII. NOTICES:

Except as otherwise expressly provided, any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if and when deposited in the United States registered mail, properly stamped and addressed to the party for whom intended at the address of such party hereinafter specified or when delivered personally to such party at such address:

SUMTER COUNTY
Mr. Bradley S. Arnold, County Administrator
COPY TO:
Sumter County Board of County Commissioners
7375 Powell Road
Wildwood, Florida 34785

CONTRACTOR
Name of Company/Contractor/Firm
Attn: Name of Contact Person
Street Address
City, State and Zip Code

The foregoing address of the COUNTY and CONTRACTOR may be changed for purposes hereof at any time and from time to time by notice to the other in the manner stated above, setting out such change of address.

XIV. ASSIGNMENT:

This Agreement shall not be assigned in whole or in part by CONTRACTOR and no part of the work provided for herein shall be sublet by CONTRACTOR except with the prior written consent of the COUNTY.

XV. PRIOR AGREEMENTS:

All proposals, negotiations and representations with reference to the matters covered by this Agreement are merged in this instrument, and no amendment or modification hereof shall be valid unless evidenced in writing and signed on behalf of the parties hereto by their duly authorized officers.

XVI. TERM:

The Agreement shall commence on the date of execution by all parties and continue in effect until date. The County may, at its option, extend this contract for enter number additional one year term. [F.S. 287.058(1) (f)]

XVII. TERMINATION OF AGREEMENT:

It is agreed that the COUNTY may terminate this Agreement at any time for cause, and may also terminate this Agreement with or without cause by giving at least thirty (30) days' prior written notice to CONTRACTOR. CONTRACTOR may terminate this Agreement at any time by giving at least ninety (90) days' prior written notice to the COUNTY.

XVIII. EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees to comply with the requirements of Executive Order 11246, Equal Employment Opportunity, and Executive Order 11375 relating to Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. (See Exhibit L, Equal Opportunity Employer Form)

XIX. GOVERNING LAW:

This Agreement is governed by the law of the State of Florida.

XX. SIGNATURE BLOCK:

(Provide the appropriate signature block. The dollar value of the contract, to include renewals, will determine the total dollar value. See Section 1301 of this manual to determine the appropriate signature required for the contract. An example signature block format is given below.)

EXAMPLE SIGNATURE BLOCK

COUNTY:

ATTEST:
Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY FLORIDA

By:
Deputy Clerk

By:
Chairman

CONTRACTOR:

WITNESS:

(NAME OF OTHER PARTY)

By:

Approved as to correctness of form:

_____
County Attorney for Sumter County

Invitations for bids must describe the requirements of the Sumter County Board of County Commissioners clearly, accurately, and completely. Unnecessarily restrictive specifications or requirements that might unduly limit the number of bidders are prohibited. The invitation includes all documents (whether attached or incorporated by reference) furnished to prospective bidders for the purpose of bidding. It is the duty of the Financial Services Department to assist Division/Departments in writing specifications and the Financial Services Department is ultimately responsible for approving the specifications before going to bid.

Specifications should contain the following elements:

I. Physical, chemical or electrical description of the item to be purchased.

II. Dimensions, tolerance and performance expected of the item shall be mentioned in the specifications although careful attention should be given to the need or justification for performance characteristics. For example, the specific wheelbase of a vehicle within 6 inches may be irrelevant and unduly eliminate a vendor without sufficient reason.

III. Reference to a sample, if any, furnished by local government or the vendor is a good technique to eliminate confusion. Be careful to avoid identifying a specific brand or manufacturer.

IV. Bid price is to include net delivered price or no separate charges for delivery or other hidden cost. This provision has a tendency to make bids from local vendors more competitive compared to out of state vendors.

V. Specifications must clearly identify the quantity or estimated quantity to be furnished by the vendor.

VI. Time and place of delivery should be included in specifications if possible. If the vendor cannot deliver within a specified time period, specifications should be written which allow the Sumter County Board of County Commissioners to cancel the bid and select the next lowest vendor.

VII. If alternative bids are to be considered, all details must be included in the specifications.

VIII. Official bid sheet and sample contract documents are to be included in the bid package.

IX. If Trade-in(s) is involved, the appropriate information must be included in the bid package.

X. All contractors bidding on road projects are required to be pre-qualified with the Florida Department of Transportation and/or with the Sumter County Public Works Division as a pre-requisite to bid on County road projects.

XI. Performance bonds will not be required on projects of $100,000 or less if the Sumter County Board of County Commissioners is to pay the contractor in full upon completion of the project. If a payment schedule is involved, a Payment and Performance Bond will be required.

XII. On projects of less than $100,000 requiring Payment and Performance Bonds, will so state in the specifications under a section/provision entitled "Payment and Performance Bond". These bonds will be maintained and currency validated by the owning Department. Awardees will provide all applicable certifications/licensing requirements during the bid process.

XIII. All Invitations for bids and requests for proposals should include the following solicitation provisions:

A. Qualified or conditional bids will not be accepted.

B. The Sumter County Board of County Commissioners reserves the right to accept or reject any and all bids in whole or in part, to waive informalities in the bidding documents, to obtain new bids, or to postpone the bid opening pursuant to the Board's purchasing policies. Contracts shall not be awarded to contractors, firms, and/or any agency that could be deemed as a conflict of interest in accordance with F.S. 112.3135. The Sumter County Board of County Commissioners reserves the right to reject any contract.

C. Bids shall be valid for a period of ninety (90) days after the date of the bid opening.

D. All bids must include a signed and notarized Public Statement Sworn on Public Entity Crime Form (PUR) 7068. (See Exhibit D)

B. The number, duration and condition of any intended renewal periods.

C. If predictable, an estimated time for bid award.

D. The basis for award.

E. Procedures to award when tie bids are received.

Outside Purchases Over $25,000 – A Request for Proposal (RFP) Professional Services (or A Request for Information (RFI) if appropriate)

I. Purpose

Because price differentials may only be a minor consideration compared to the quality of the professional's work, professional services are exempted from the Sumter County Board of County Commissioner's competitive bidding policy. Instead, professional services will be acquired through competitive negotiations.

II. Definitions

A professional service is assistance obtained in support of the Sumter County Board of County Commissioners operations from an independent contractor in a professional field as defined by Florida Statute s.287.055.

(a) Professional fields, for purposes of this section, are regarded as the following types of services:

1. Legal Services - attorneys and legal professionals;
2. Accounting Services (not including Auditors); and
3. Architecture, professional engineering, landscape architecture, or a registered land surveying as defined by Florida Statute s287.055.
4. Audit Services

III. Procedure for Services I through III.

(a) To initiate a request for professional services, a memo defining the scope of work must be prepared by the requestor and submitted to the County Administrator.

(b) The County Administrator will approve or deny the pursuit of professional services.

(c) Upon approval, the Division/Department shall submit to the Financial Services Department a complete RFP describing the services required, bonds, contracts, pre-proposal conference, etc., in an electronic format.

(d) The Financial Services Department will review the contents of the RFP document submitted and complete the specifications by adding items such as the day, date, time and place for the RFP opening as well as the Sumter County Board of County Commissioners insurance requirements and any other forms or notices required by the Sumter County Board of County Commissioners or Florida Statutes. The Financial Services Department will also prepare an "RFP" advertisement to be published in a newspaper of general circulation one time. The Financial Services Department will also post the RFP on Demand Star for distribution to the appropriate registered firms from the "Bidders List" and notify them of the RFP.

(e) The due date will be not less than thirty (30) days from the date of the first advertisement.
(f) When proposals are received at the specified time, date and place, the RFP opening will be held.
(g) After the RFP opening has been completed, the Selection Committee shall proceed pursuant to Florida Statute 287.055. However, for type of service #1 (Legal Services) and #2 (Accounting Services), the Selection Committee may proceed with ranking and negotiations at its discretion with less than three firms, and less than two firms if it deems this to be in the best interest of the Sumter County Board of County Commissioners.
(h) After a firm is selected, a contract shall be reviewed by the Financial Services Department and then submitted for consideration to the County Administrator. The contract shall then be reviewed by the Board Attorney prior to presentation to the Sumter County Board of County Commissioners. All contracts must then be approved and executed by the Sumter County Board of County Commissioners. Contracts shall not be awarded to contractors, firms, and/or any agency that could be deemed as a conflict of interest in accordance with F.S. 112.3135. The Sumter County Board of County Commissioners reserves the right to reject any contract.

IV. Procedure for IV. Audit Services

Audit Services shall be procured pursuant to Florida Statute 11.45.

V. Alternative

In the event the Division/Department should prefer formal identification of interested firms prior to pursuit of a formal RFP, a Request for Information (RFI) may be conducted. In this case the Division/Department shall submit to the Financial Services Department an RFI describing the services and capabilities desired. The Financial Services Department will review the contents of the RFI document submitted and complete the specifications by adding items such as the day, date, time and place for the RFI opening. The Financial Services Department will also prepare an "RFI" advertisement to be published in a newspaper of general circulation one time. The Financial Services Department will also post and transmit on Demand Star to the appropriate registered firms from the "Bidders List" and notify them of the RFI. The due date will be at the discretion of the Financial Services Department and the requestor. At the specified time, date and place, the RFI opening will be held. If appropriate, the responses will be opened and read aloud by the Financial Services Department. After the RFI opening has been completed, the Financial Services Department or requestor may schedule presentations by the respondents. Once these steps have been completed, pursuit of the RFP may proceed as described herein. The eligible vendors for the RFP are NOT required to have participated in the RFI.

Outside Purchases over $25,000 – A Request for Proposal (RFP) All Other Products and Services

I. Purpose

The purpose of this RFP is for the procurement of all products and services, not previously covered, where the requirement cannot be defined in sufficient detail for an Invitation to Bid (ITB).

II. Procedure

(a) This procedure is a formal sealed proposal process. Division/Departments requiring this procedure shall submit to the Financial Services Department a complete set of specifications detailing the products or services required, pre-bid conference, contract, and bonds if appropriate.

(b) The Financial Services Department will review the contents of the ITB document submitted and complete the specifications by adding items such as the day, date, time and place for the RFP openings as well as the Sumter County Board of County Commissioners insurance requirements and any other forms or notices required by the Sumter County Board of County Commissioners or Florida Statutes. The Financial Services Department will also prepare an "RFP" advertisement to be published in a newspaper of general circulation one time with a submittal due date not less than thirty (30) days from the first advertisement. The Financial Services Department will also post and transmit on Demand Star to the appropriate registered vendors from the "Bidders List" and notify them of the RFP.

(c) When proposals are received at the specified time, date and place, the RFP opening will be held.

(d) Proposals will be opened in accordance with F.S. 119.071 (HB 7223) by the Financial Services Department.

e) After the RFP opening has been completed, the Selection Committee will meet on the date specified in the solicitation packet. The bids will be officially tabulated by the Financial Services Department. The Selection Committee will select the vendor for recommendation based on the predetermined criteria.

(f) The Financial Services Department will prepare an agenda item to be sent to the County Administrator for recommendation to the Sumter County Board of County Commissioners for approval of the recommended vendor.

(g) If a contract is involved, it shall be reviewed by the Financial Services Department, and then submitted for consideration to the County Administrator and reviewed as required by the County Attorney. Contracts shall not be awarded to contractors, firms, and/or any agency that could be deemed as a conflict of interest in accordance with F.S. 112.3135, The Sumter County Board of County Commissioners reserves the right to reject any contract.

(h) The Financial Services Department will post award information on Demand Star.

(i) The Division/Department shall request a Purchase Order number for the contract from the Financial Services Department.

Outside Purchases over $25,000 – A Request for Qualifications (RFQ) - Periodic Non-Professional Services

I. Purpose

The purpose of this method of obtaining goods and services is intended for those situations where:

(a) goods and services are expected to be required from time to time throughout the course of the year or other specific time frame (e.g. grant period);
(b) the County is unable to accurately define ahead of time the specific quantities of goods and services expected;
(c) the County is unable to compile detail specifications or detail specifications are not appropriate; and
(d) the services are not a professional service as defined in Section 3, Subsection 1403 herein.

II. Objective

The objective of this method shall be to establish a list of pre-qualified vendors for the duration of the expected requirement that will be solicited for competitive quotations from time to time as the need for requirements arise.

III. Types of Services

The services for which this procedure is intended shall include but not be limited to the following:

(a) Medical Services - medicine, psychiatry, dental, hospital and other health fields;
(b) Financial Services - bond counsel, rating and underwriting, financial advisor, and investment services;
(c) Appraisal Services - real and personal property appraiser;
(d) Consultants - planning, management, or scientific advisors; and
(e) Construction Contractor services - General, Builder, or Residential.

NOTE: Although this section is designed for the services listed above, specific projects or other circumstances may dictate an alternative approach for these services such as an Invitation to Bid (ITB) or RFP. Therefore, the Financial Services Department may at their discretion, follow the ITB or RFP procedure as outlined elsewhere within this Section for the above services when warranted.

IV. Procedure

(a) Divisions/Departments requiring this process shall submit to the Financial Services Department general specifications describing the goods or services required, the duration of the expected requirement, the vendor qualification criteria, bonds, contracts, and pre-proposal conference, etc. The Financial Services Department will review the contents of the RFQ document submitted and complete the specifications by adding items such as the day, date, time and place for qualification proposal openings as well as the Sumter County Board of County Commissioners insurance requirements and any other forms or notices required by the Sumter County Board of County Commissioners or Florida Statutes.

(b) The Financial Services Department will prepare an RFQ advertisement to be published in a newspaper of general circulation once per week for two consecutive weeks with the due date not less than thirty (30) days following the first advertisement. When the advertisements have been scheduled, the Financial Services Department will post and transmit on Demand Star to the appropriate registered vendors from the "Bidders List" for the goods or services required. All appropriate vendors, in good standing, will be notified of the RFQ.

(c) At the specified time, date and place, the RFQ proposals will be opened and read in accordance with F.S. 119.071 (HB 7223) by the Financial Services Department representative.

(d) After the proposal opening has been completed, the Financial Services Department shall convene an ad hoc Selection Committee consisting of member(s) from the requesting Division/Department, one member designated by the County Administrator, and any other members at the discretion of the Committee or the County Administrator. The Committee shall review and evaluate all qualification proposals to determine qualified vendors in accordance with the specifications.

(e) A tabulation of qualified vendors will be compiled by the Financial Services Department. The Selection Committee shall, if possible, select a vendor for recommendation based on the predetermined criteria.

(f) The Financial Services Department will prepare an agenda item to include copies of the tabulation to the County Administrator..

(g) If a formal contract is involved, it will be reviewed by the Financial Services Department, and then submitted for consideration to the County Administrator and reviewed as required by the County Attorney. All contracts must then be approved and executed by the Sumter County Board of County Commissioners. Contracts shall not be awarded to contractors, firms, and/or any agency that could be deemed as a conflict of interest in accordance with F.S. 112.3135. The Sumter County Board of County Commissioners reserves the right to reject any contract.

(h) As the need arises for the goods or services, the requesting Division/Department shall prepare a Purchase Order and submit it to the Financial Services Department.

Request for Information (RFI)

An (RFI), while not a procurement category, is an important tool used to increase knowledge about products or services and their availability and capability and is a formal method of gathering information about a commodity or service. It should be used when the requestor for the commodity or service is not knowledgeable regarding the current “state-of-the-art” in the area under consideration.

The Financial Services Department will issue a RFI based on the requesting Division/Department:

(1) providing a description of the commodity, service, or a narrative of the end goal that is desired by the Division / Department;
(2) providing any recommended specifications that may be available; and
(3) identifying possible vendors.

Issuing the RFI
(1) The Financial Services Department will advertise the RFI for at least two consecutive Sundays in a local newspaper;
(2) Advertisement may also be made in professional or trade publications as determined by the Financial Services Department.

The RFI responses will be due and opened not less than thirty (30) days after the first public advertisement. If advertising in a professional or trade publication then the due date and opening shall be not less than thirty (30) days after the publication officially is circulated.

A response or lack there of to an RFI does not qualify or disqualify a vendor nor give future leverage to a vendor.

There are certain expenditures for which the processing of a Purchase Order/Requisition is unnecessary. The following should be made without Purchase Orders or Requisitions:

I. Employee expenses such as conference expense, mileage and other reimbursable expenses

II. Utility, telephone bills, or other monthly re-occurring bills

III. Insurance premiums

IV. Interdepartmental billing such as worker's compensation premiums and other insurance premiums

V. In the event of a declared emergency by the Sumter County Board of County Commissioners, purchasing procedures are waived during the period of the emergency as specified by the Sumter County Board of County Commissioners.

VI. Bulk Fuel

VII. Legal Advertising

VIII. Contracts for professional services, as defined by F.S. 287, any encumbering shall be on the basis of the contract.

IX. Service contracts with a fixed monthly or annual amount will be encumbered on the basis of the contract.

X. Contracts for a unit price with a specified time frame shall be encumbered bases on a quantity or dollar value estimated by the requesting Division/Department with the County Administrator and, if necessary, the Sumter County Board of County Commissioners for approval. Reference Section 701, Purchasing Request Authorization Levels, for proper designation of signature authority.

XI. Commodities and services that are procured from vendors holding state or federal contracts are exempt from the competitive bidding process.

I. An invoice submitted to the Clerk of Circuit Court's Finance Department for payment shall qualify for payment when the following conditions are met:

A. The invoice is accompanied by the Purchase Order, acknowledging the receipt of goods or services, or the Requisition that is signed by the individual with appropriate level of authority that coincides with the monetary amount of the goods or services.

In the event of a partial shipment, a photocopy of the Purchase Order or Requisition indicating the item(s) received may be forwarded to the Clerk of Circuit Court's Finance Department as long as it has been signed and dated by the proper purchasing authority.

B. The appropriate original documentation has been received by the Clerk of Circuit Court's Finance Department, as described under the Leases, Contracts and Agreements section of this document.

II. An invoice submitted to the Clerk of Circuit Court's Finance Department, without a Purchase Order or Requisition must be covered under Section 1501, Exemptions and Exclusions within the Purchasing Procedures and Policies Manual.

III. All invoices and supporting documentation may, at any time, be subject to internal audit review, thus delaying payment until completion of this procedure.

IV. A Change Order will be processed to correct a discrepancy between the monetary amount on the invoice and the monetary amount of the processed Purchase Order, if the amount is larger than the approved Purchase Order. See Section 705, Change Order Procedures, for amount and processing instructions.

The Florida Prompt Payment Act was passed by the legislature in Special Session, to insure that vendors who provide goods and services will receive payment for these goods and services on a timely basis. Invoices that remain unpaid after forty-five (45) days are subject to an interest penalty payment at the rate of one percent (1%) per month that is accrued on unpaid balances, to vendors from the Sumter County Board of County Commissioners. With respect to each past due payment, interest would cease to accrue after interest on the payment has accrued for twelve (12) months.

I. An invoice must contain the same type of information necessary to initiate a Purchase Order/Requisition such as:

   A. Name of Vendor
   B. Address of Vendor
   C. Date
   D. Purchase Order or Requisition Number
   E. Description
   F. Quantity
   G. Unit Price
   H. Total Price
   I. Contract or Proposal Number
   J. Line-Item Account Numbers
   K. Remarks, etc.

II. Partial payments are to be handled in the manner as described in Section 1601, Auditing Compliance, and Section 703, Purchase Order process.

III. Each invoice received by the Division/Department shall be marked as having been received (date stamped) on the date it is first received or delivered to the respective department.

IV. The time at which payment is due under the Florida Prompt Payment Act is forty-five (45) days from:
   A. The date on which a proper invoice is received by the Division/Department.
   B. In those instances where a proper invoice is not received by the Division/ Department:

      i. On which the rental or lease period begins

      ii. On the date where the Sumter County Board of County Commissioners and the vendor agree in a contract which provide dates relative to payment periods.

V. In any case where an improper invoice is submitted by a vendor, the Division/Department will notify the vendor within ten (10) days. The Division/Department must notify the vendor that the invoice is improper, specify the reason or reasons, and indicate what corrective action is needed to make the invoice proper. With the exception of payments reflected in House Bill No. 1157, Local Government Prompt Payment Act.

I. In the event a dispute occurs between a vendor and a Division/Department, the following procedures shall apply:

A. The vendor shall submit a written statement via certified mail no later than forty-five (45) days from the time when the invoice was submitted to the Sumter County Board of County Commissioners specifying the nature of the dispute regarding payment of the invoice. A copy shall be submitted to the County Administrator and the Clerk of Circuit Court's Finance Department.

B. Within five (5) days of the receipt of the written statement submitted by the vendor, the appropriate Division/Department Manager shall investigate the dispute and submit a decision to the County Administrator's Office.

C. Within five (5) days of the receipt of the written decision, the County Administrator will review the dispute and will recommend a decision on the matter to the Division/Department Manager. The County Administrator and the Division/Department Manager will review the dispute and shall make a final decision on the matter. The Division/Department Manager will notify the vendor in writing, via certified mail and within five days of the date of the final decision.

II. In the event a dispute occurs between a Division/Department and a vendor, the following procedures shall apply:

A. In the event a Division/Department has a dispute with an invoice submitted by a vendor, the appropriate Division/Department Manager will submit a written statement, via certified mail, no later than thirty (30) days of the receipt of the improper invoice, to the vendor specifying the reasons for the dispute. A copy shall be submitted to the County Administrator and the Clerk of Circuit Court's Finance Department.

B. The vendor shall within fifteen (15) days of receipt of the written statement submit a written response indicating their agreement or disagreement with the statement.

C. Within ten (10) days of receipt of the written response from the vendor, the County Administrator will review the dispute and will recommend a decision on the matter to the Division/Department Manager. The County Administrator and the Division/Department Manager will review the dispute and shall make a final decision on the matter. The Division/Department Manager will notify the vendor in writing, via certified mail and within five (5) days of the date of the final decision.

TAX EXEMPT STATUS GRANTED TO CONTRACTOR

The Sumter County Board of County Commissioners is exempt from payment of sales tax. As such, it is exempt from the payment of sales tax for the performance of work under construction contracts when it is determined to be in the best interest of the County. Tax agreements, if applicable, will be identified in the bid documents.

GRANTS

Expenditures from funds other than General Fund tax dollars may require special processing because of specific legal terms and conditions placed by the funding agency.
Grants often have certain purchasing requirements that are different or additional to the Sumter County Board of County Commissioners Purchasing Policy and they require special purchasing procedures. It is the responsibility of the using department to identify and to transmit to the Financial Services Department any special purchasing requirements or provisions and to ensure that the requirements are followed.