



PURCHASING POLICY

Adopted: September 9, 2008

Revised: October 13, 2020, May 24, 2022, and

February 14, 2023

Purchasing

319 E. Anderson Avenue
Bushnell, FL 33513
(352)689-4400

Purchasing@sumtercountyfl.gov



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Introduction

The Sumter County Board of County Commissioners (BOCC) identified the Purchasing Agent responsible for coordinating the County's purchasing efforts. The Centralized Purchasing Division (Purchasing) promotes efficiency, economy, and a fair and competitive environment. These efforts reduce the appearance or opportunity for favoritism or impropriety and inspire public confidence. The Purchasing Procedures adopted by the County Administrator are in a separate document showing the step processes to comply with the Purchasing Policies contained herein. It is essential for effective and ethical procurement to have a system of uniform policies, utilized by all personnel, which establishes basic guidelines regulating procurement activities, contract management, and the resulting distribution of funds. The foremost objective of centralized purchasing is to abide by, uphold, and adhere to these policies and to guard against the misuse or misinterpretation of the same.



Vision, Mission, and Values

Vision

Sumter County will be an innovative and strategic leader in providing essential and effective customer service in a fiscally efficient manner.

Mission

The mission of Sumter County is to provide the most efficient, effective, and responsive government to achieve economic growth, quality customer service and a safe community.

Values

Fiscal Responsibility
Ethical Conduct
Respect for Individual and Property Rights
Commitment to Outstanding Customer Service
Professionalism
Leadership



Code of Ethics in Purchasing

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

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

Duties and Responsibilities

- I. Purchasing is responsible for developing and administering the purchasing program for the BOCC and assists BOCC departments and divisions, Constitutional Officers and outside governmental agencies in the procurement of goods and services when requested.
- II. Purchasing will oversee the costs of the purchasing operations for the BOCC.
- III. Purchasing manages the centralized purchasing program allowing for central management and volume purchases that lead to better prices and terms and the ability to work with larger suppliers.
- IV. Purchasing is responsible for the timely review of all purchase requisitions, purchase order change order requests, and contract change order requests for adherence to policies, proper accounting, and overall quality of supporting documentation.

County Departments

- I. County departments are responsible for following these policies.
- II. County departments assist Purchasing with subject-matter expertise for the procurement of goods or services through the centralized purchasing program.
- III. County departments are responsible for determining that sufficient budget funds are available in their budget(s).
- IV. County departments are responsible for the timely and accurate submission of purchase requisition requests, unless exempt from the requisition process as defined in these policies.
- V. County departments are responsible for the timely and accurate submission of purchase order change order requests and contract change order requests.
- VI. County departments are responsible to transmit to Purchasing any contract documents.
- VII. County departments are responsible for complying with the most current Purchasing Procedures.



General Purchasing Policies

- I. It is the intent of the BOCC to provide all vendors, (with the exception of those on the Florida Department of Management Services Convicted Vendor List, per Florida Statutes §287.133(3) (d)) with a fair and impartial opportunity in which to compete for the County's business. Vendor preferences will be awarded only as stated within these policies.
- II. County staff shall not issue any payment(s) or contract(s) 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 BOCC may, in its sole discretion, award payment(s) or contract(s) to such vendors.
- III. Payments for purchases made in the current fiscal year must be allocated to the current fiscal year's financial records so long as delivery of the goods or performance of the services is completed before midnight, September 30th of the current fiscal year.
- IV. Purchases of tangible personal property must be made in accordance with the Sumter County Board of County Commissioners Tangible Personal Property Policy.
- V. In accordance with Florida Statutes § 112.3148, acceptance of gifts at any time, other than advertising novelties, is prohibited. Employees must remain impartial to all suppliers and shall not conclude any BOCC transactions from which they may personally benefit.
- VI. All procurement records shall be retained and disposed of by the County in accordance with the records retention guidelines and schedules established by Florida Statutes §119.021.
- VII. Except as herein provided, it shall be a violation of these policies for any officer, employee, or agent of the BOCC to order the purchase of any goods (materials, supplies, or equipment) or professional or contractual services, or to make any contract within the purview of these policies other than through the policies stated herein. Any purchase order or contract made contrary to the provisions herein shall not be approved, and the BOCC shall not be bound thereby. Purchases, orders, or contracts that are subdivided to circumvent these policies shall be considered unauthorized purchases.
- VIII. All procurement and purchases using Federal Section 5310, 5311 5309, and State funds should be in accordance with Chapter 287, Florida Statutes, Chapter 60A, Florida Administrative Code (F.A.C.) and the Federal Transit Administration (FTA) Best Practices Procurement Manual.



Requisition Policy

Requisitions will be required for all purchases **unless** the procurement of goods or services is exempt according to the Requisition Exemption List in these policies. Requisitions should be prepared far enough in advance to provide sufficient time for approval and delivery of goods or services within the fiscal year in which the requisition occurred.

Authorization and Documentation Requirements

Levels	Authorized Approvers	Documentation Requirements
Level A – From \$0.01 but not exceeding \$10,000	Purchasing Agent, Division Head, and Department Director	Three written quotes or state contract or approved competitive negotiation waiver are required
Level B – \$10,000 but not exceeding \$25,000	Purchasing Agent, Division Head, Department Director, and Assistant County Administrator or County Administrator	Three written quotes or state contract or approved competitive negotiation waiver are required; competitive formal solicitation procedures may apply
Level C – Over \$25,000	Purchasing Agent, Division Head, Department Director, County Administrator, and BOCC	Competitive formal solicitation procedures are required or approved competitive negotiation waiver procedures are required per Florida Statutes § 287.057(3) (c).

Authorization and Documentation Exceptions

Emergency purchases - Emergency purchases are exempt from certain requirements within the Requisitions, Purchase Orders, and Invoice sections within these policies. See the Emergency Purchases section for additional information.

“On-call” contracts - If an “on-call” contractor is being utilized, three quotes will not be required unless the BOCC has a contract with more than one “on-call” contractor for the same type of work, in which case quotes from all “on-call” contractors will be required.

Quote and bidding exemptions - Purchases of goods or services with an approved competitive negotiation waiver request are exempt from the three-quote requirement and competitive bidding requirements.



Requisition Exemption List

There are certain expenditures for which the processing of a requisition is unnecessary. The following payments should be made without a requisition:

- I. Pre-approved Sumter County employees' reimbursements, such as travel, footwear, and tuition reimbursements;
- II. County and employee's membership dues to professional organizations;
- III. Monthly recurring utility and communication bills;
- IV. Interdepartmental and Constitutional Officers' billing such as worker's compensation premiums and other insurance premiums;
- V. Clerk of Circuit Court's recording fees;
- VI. Purchases made during the period of a declared emergency;
- VII. Purchases made using a purchasing card or a fleet fuel card;
- VIII. Bulk fuel;
- IX. Legal advertising;
- X. FedEx or UPS invoices;
- XI. Refunds;
- XII. Recurring monthly intergovernmental disbursements;
- XIII. Payments to the Tax Collector for property taxes, vehicle registrations, vehicle plates, etc.
- XIV. Indigent burials;
- XV. Recurring yearly payouts to outside agencies.



Purchase Orders

Once the requisition converts to a purchase order by the Finance Department, the requesting division may place the order.

Blanket Purchase Orders

Reoccurring purchases from the same vendor, which are easily predicted and measurable, may qualify for a blanket purchase order. Blanket purchase orders should be used in instances when there is a continuing need for small dollar goods or services, and where it is not practical to establish a continuing contract for the goods or services.

Purchase Order Changes

A purchase order change order is required when it is necessary to correct errors, omissions, discrepancies, and to make monetary increases to a purchase order. Purchase order change orders shall not be used to avoid ANY standard purchasing procedures.

Purchase Order Change Order Authorization

The County Administrator and the BOCC must approve all purchase order change orders unless they fall into one of the following categories:

Non-monetary change

The Purchasing Agent can approve a purchase order change order when the purchase order change order is only changing a vendor's name, account number, or location address, no matter the dollar amount.

Monetary change within the approved total contract amount

The Purchasing Agent can approve a purchase order change order associated with an approved contract if the total purchase price (original purchase order plus all change orders) does not exceed the approved contracted amount (including all approved change orders).

Monetary change on non-contractual purchase orders where the total purchase price does not exceed \$25,000

The Purchasing Agent can approve any non-contractual purchase order change order for a purchase order issued under \$25,000 if the purchase order change order does not cause the total purchase price (original purchase order plus all change orders) to exceed \$25,000.



Emergency Purchases

Emergency purchases are purchases of goods or services arising out of a declared emergency or pressing need affecting public buildings, public property, or public health, safety, or welfare.

Declared Emergencies

In the event of an emergency declared in writing by the BOCC, the County Administrator is granted authorization for all purchases of \$25,000 or less associated with the declared emergency. Authorization to contract in excess of \$25,000 but no greater than \$100,000 is granted to the County Administrator with the provision that it will be brought to the attention of the BOCC at their next regularly scheduled meeting for “after-the-fact” approval. Any requirements above \$100,000 will be considered by the BOCC at a special called meeting.

Appropriate backup of all emergency purchases, including receipts, quotes, and any other backup supporting the purchases, must be retained in a manner consistent with federal guidelines for emergency disaster reimbursement.

On-call contractors should be used if an emergency goods or services contract exists for the goods or services needed as a result of a declared emergency.

Pressing Need Emergencies

According to levels A and B in the Requisition Policy section, the County Administrator is authorized to approve pressing needs emergency purchases. Pressing needs emergencies should only be utilized as a matter of necessity and not merely as a convenience. Pressing needs emergency purchases are not appropriate for filling routine purchasing needs that are or could have been, reasonably anticipated.



Competitive Negotiation Waiver Requests

Approved competitive negotiation waiver requests allow requesting divisions to purchase goods without competitive bidding procedure or quotes. Pre-approval must be obtained from the County Administrator prior to entering a requisition for these purchases.

Competitive Negotiation Waiver Exceptions

The following purchases may be made without competitive negotiation procedures or a competitive negotiation waiver request form:

- I. Goods or services from established State of Florida, PRIDE, SNAPS, SPURS, RESPECT, NJPA, government pricing, federal general services administration contracts and other contracts competitively bid by government entities may be used to ensure best value procurement. Note: The contract must be attached to the notes of the requisition for these purchases.
- II. 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.
- III. Public utility services.
- IV. Grants (direct payment to the granting agency) and social services (e.g., burials and indigent patient services).
- V. Advertisements, postage, legal services, expert witnesses, court reporter services.
- VI. Dues and memberships in trade or professional organizations, fees, and costs of job-related seminars, training, and travel.
- VII. Artists, music ensembles, bands and other entertainment providers.
- VIII. Animals
- IX. Human and Animal Related Medical Expenses
- X. Training Institutions and Subsequent Training Materials
- XI. Software Licenses and Subsequent Renewals
- XII. Motorola Public Safety Services/Equipment

Sole Source Purchases

A request for a proprietary good(s) or service(s) does not justify sole source procurement if there is more than one potential vendor for the good(s) or service(s). Sole sources purchases must meet one or more of the following conditions for consideration of approval by the Purchasing Agent:

- I. The needed good or service is available from only one source/brand.
- II. The good or service is wanted for experimental trial or testing.
- III. Additional goods or services are needed to complete an ongoing task with the vendor.
- IV. A good or service is purchased from, or a sale is made to, another unit of government.
- V. The item is a component or replacement part for which there is no commercial distributor.
- VI. Compatibility is the overriding consideration.



VII. The item is used, and subject to immediate sale.

A description of commodities or contractual services intended for purchase from a single/sole source is posted on the sumtercountyfl.gov webpage in accordance with Florida Statutes §287.057(5)(c) and will remain posted for a period of fifteen (15) business days.



Standardized Equipment Purchases

Standardization of equipment allows the County to capitalize on purchasing economies and other benefits such as maintenance efficiency, spare parts consolidation, and interchangeability, etc. when the same type of equipment or goods are purchased consistently. Examples include firefighting bunker gear, breathing apparatus, radio equipment and telephone equipment interoperability, liability, and maintenance.

Product Testing Purchases

Product testing allows the County to test various goods to determine which product/brand is best suited to meet the needs of the County. Requesting divisions may choose to purchase multiple brands, models, sizes, etc. to conduct the product test. Once the best option is determined as a result of the product test, standardized equipment approvals may be requested from the County Administrator for subsequent purchases.

Real Property Purchases

The purchase of real property shall be in accordance with Florida Statutes § 125.355.



Purchasing Card Policy

The purchasing card program allows cardholders authorized by the County Administrator to purchase approved goods and services directly from vendors. Each purchasing card is issued in the name of the cardholder and the BOCC. Purchasing and the Finance Department are responsible for the administration of this program. Cardholders are responsible for the purchasing card in their possession and adhering to these policies herein.

The purchasing card can be used for travel related expenses as well as online purchases, including books and dues. The purchasing card is **not** to be used for routine daily purchases (unless from an online vendor) or to circumvent any purchasing policies. The purchasing card is **not** to be used for any purchase unless a vendor will not otherwise invoice the County, or unless the purchase is an emergency purchase. See the Emergency Purchases section within these policies for details. For all online purchases, a copy of the three quotes should accompany the expenditure form and monthly statement.

Purchases made using a purchasing card within the State of Florida are tax exempt. Each cardholder is responsible for providing the tax exemption information during the sales transaction and ensuring that the receipt reflects zero sales and/or use tax. Cardholders are directed to review the receipt prior to leaving the store to ensure that no tax was charged.

Purchasing will issue the purchasing card based on approval including the purchasing authority of each individual or work group and in accordance with provisions established in the BOCC Purchasing Card Agreement. Purchasing cards will not be issued to employees designated as being in probation status with the exception of senior staff or Division Heads/Department Directors. All other exceptions require approval by the County Administrator.

Purchasing will provide an annual report to the County Administrator indicating which cardholders have not used their purchasing cards for the previous twelve-month period.

General Purchasing Card Transaction Limits

The single purchase shall not exceed \$8,000 per transaction unless specifically approved by the County Administrator. In the event a limit increase is necessary, Purchasing must be contacted. Requests to exceed the \$8,000 single transaction limit will require completion of the Purchasing Card Overage Request Form. In special circumstances, verbal approval may be given by the County Administrator. If verbal approval is given, the requestor must complete the Purchasing Card Overage Request Form after the purchase is completed. The approved Purchasing Card Overage Request Form must be attached to the Purchasing Card Expenditure Report Form and submitted to Purchasing to review in conjunction with the monthly billing statement.



Purchasing Card Transaction Limits for the Purchasing Division

The single purchase shall not exceed \$8,000 per transaction unless specifically approved by the County Administrator. The monthly purchases activity shall not exceed \$25,000 unless specifically approved by the County Administrator.

Prohibited Purchasing Card Purchases

Cardholders may be subject to disciplinary action up to and including termination if illegal and/or inappropriate charges occur. The following is a list of prohibited purchases:

- I. Cash advances and gift cards. Gift card purchases may be allowed if pre-approved by the Purchasing Agent;
- II. Alcohol, tobacco products, and/or prescription drugs;
- III. Meals and food, including meals during travel for County business (unless purchased in accordance with Section 2-3 of the Sumter County Code of Ordinances and a Funding for Miscellaneous Expenses Request has been authorized or in accordance with the Sumter County Board of County Commissioners Economic Development Expenditures Policy and Procedures)
- IV. Recreation or entertainment;
- V. Gas and oil products;
- VI. Vehicle repair (unless purchased for a County vehicle);
- VII. Capital outlay;
- VIII. Telephone calls;
- IX. Travel expenses (unless a Prior Approval to Travel Form has been authorized and the use of the purchasing card is authorized under the Travel Policies and Procedures);
- X. Items for personal use;
- XI. Items not budgeted or items that would cause the budget to be over-expended;
- XII. Incidental charges at a hotel.

Cardholders are also prohibited from using any address other than their County work address for purchases made on their purchasing card. This includes items such as memberships, registrations, etc. Cardholders are prohibited from using purchases made with their County purchasing card to gain retail or grocery store reward points for their personal use.



Fleet Fuel Cards

The Sumter County Fleet Fuel Card program is designed to improve efficiency in processing fuel from any vendor that accepts the BOCC's fleet fuel card. This program will allow the cardholder to purchase only fuel directly from accepting vendors. All purchases made on fleet fuel cards are tax exempt.

General Purchasing Card Transaction Limits

- I. Fleet fuel cards issued to vehicles and equipment are subject to the following limits:
 - a. maximum fuel transaction dollar amount of \$200;
 - b. daily fuel dollar maximum of \$500; and
 - c. no more than three (3) fuel transactions per day.
- II. Fleet fuel cards issued to fuel cells are exempt from all fuel transaction limits listed above. Fuel cell authorization can only be applied to a fleet fuel card if the card is used for transactions related to fuel tanks used for County fuel distribution to other vehicles, equipment, or machinery.

Prohibited Fuel Card Purchases

- I. Anything other than fuel for county vehicles and county equipment.



Formal Solicitation

Formal solicitations are required for purchases, which exceed, or will exceed \$25,000 over the life of the contract. Additional purchases may require a formal solicitation at the discretion of the County Administrator. Some purchases that exceed \$25,000 are exempt from the formal solicitation process (see the Formal Solicitation Exemptions section). All goods and services of a similar nature will be consolidated where practical for purchase and bidding.

Special Rules for Formal Solicitations

- I. Federally funded projects are subject to The Brooks Act: Federal Government Selection of Architects and Engineers, in accordance with Public Law 92-582 related to professional services as described in the Formal Solicitations for Professional Services section of these policies.
 - a. The Florida Department of Transportation (FDOT) established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. FDOT received federal financial assistance from the USDOT and as a condition of receiving the assistance, FDOT signed an assurance that it will comply with 49 CFR Part 26. The BOCC shall follow the FDOT DBE program as defined in 49 CFR Part 26.5.
- II. Cooperative purchase agreements involve arrangements between two or more governmental entities to share contracts for the purchase of goods 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.
- III. In accordance with Florida Statutes § 337.17, a surety bond not exceeding 10% of the bid amount is required for a construction contract when the minimum bid is more than \$150,000. The BOCC requires each construction contract bid Surety Bond to be in the amount of 5% of the total bid amount.
- IV. In accordance with Florida Statutes § 255.05, payment and performance bond is required in the amount of 100% of contract price when the minimum contract amount is more than \$200,000 for constructing public facilities/infrastructure projects. A designated official is responsible for ensuring that contractors who, for any number of reasons are not qualified to undertake the work will not perform public construction. Qualification of Contractors must comply with provincial, state, and local guidelines.
 - a. If the project is less than \$200,000 and requires a Payment and Performance Bond, it will be stated in the specifications under a section/provision entitled "Payment and Performance Bond." These bonds will be maintained and currency validated by the owning Division. Awardees will provide all applicable certifications/licensing requirements during the bid process.



- V. All contractors bidding on road projects in excess of \$250,000 are required to be pre-qualified with FDOT as specified in Florida Statutes § 337.14 and to submit a copy of their FDOT prequalification certification to the Sumter County Centralized Purchasing Division-as a pre-requisite to the bid on BOCC road projects.
- a. Construction cost estimates are created following the procedures outlined in the FDOT Basis of Estimates edition that is current at the time the project is designed. Each component of the proposed project is quantified using the appropriate unit of measure and level of accuracy contained in the FDOT Basis of Estimates. Quantities are prepared in a computation book for each project with items that correspond to the correct FDOT pay item and Standard Specification Reference. Where a component of the work is not covered by a specific FDOT pay item, a specification is prepared and included in the bidding documents. Estimate unit process is applied based on the FDOT statewide averages for our district and checked for reasonableness by an experienced registered engineer familiar with local pricing trends. The resulting prices for each pay item are summed to arrive at the construction cost estimate.
- VI. Warranty Clauses:
- a. All facilities/infrastructure projects will require at least a one-year warranty period from the date of substantial completion for the project, or subset, to the end of the warranty. Special goods or equipment such as HVAC, generators, etc., will carry the normal manufacturer's warranty, in addition to the one year for installation. In general, warranties will be required as per the AIA Contract Document, A101-2017, A102-2017, A103-2017 or A104-2017, or most current equivalent.
 - b. All road and other horizontal projects will require at least a two-year warranty period from the date of substantial completion. In certain instances, up to a five- year warranty will be required when using new technologies or materials.

Formal Solicitations for Professional Services

Because price differentials may only be a minor consideration compared to the quality of the professional's work, the following types of professional services will be acquired through competitive negotiations:

- I. Legal services attorneys and legal professionals;
- II. Accounting services (not including auditors); and
- III. Architecture, professional engineering, landscape architecture, or registered land surveying and mapping as defined by Florida Statutes § 287.055;
- IV. Audit services pursuant to Florida Statutes § 218.391.



Selection Committee Policy

Submittals resulting from an Invitation To Bid (ITB), Request For Proposal (RFP), Request For Qualifications (RFQ), or Request For Information (RFI) shall be evaluated by a Selection Committee. The Selection Committee's purpose is to review the submitter's response to ensure that the proposal complies with the written specifications and to make recommendations on awards to the County Administrator.

The Selection Committee is restricted to employees of the BOCC and generally consists of three (3) members representing a cross-section of employees with knowledge of the goods or services sought. Selection Committee members must complete the Procurement Committee Training to serve on any Selection Committee. At the discretion of the Purchasing Agent, members of the Selection Committee may be substituted by other BOCC employees as deemed necessary. A representative from Purchasing 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. All Selection Committee members are required to submit a completed Conflict of Interest Disclosure Form to Purchasing prior to serving on a Selection Committee should a possible conflict exist. The County Administrator shall make the determination as to whether or not a conflict exists. The following activities shall be deemed a conflict of interest and shall preclude a person from serving on the Selection Committee:

- I. Current employment or past employment with the proposer within one (1) year prior to the evaluation.
- II. Serving as a consultant for or with the proposer being evaluated, currently or within one year prior to the evaluation.
- III. Having an ownership interest (stocks or assets) in the proposer being evaluated at the time of the evaluation (excluding mutual funds).
- IV. Having an immediate family member (as defined in Section 11.010 of the BOCC's Employee Manual) with an ownership interest in the proposer being evaluated at the time of the evaluation in accordance with Florida Statutes § 112.3135(1)(d).
- V. Serving as an officer and/or director for the proposer at the time of evaluation.
- VI. Being a party to any current litigation/lawsuit with or against the proposer being evaluated.
- VII. Any other activity, interest, or relationship that could possibly be viewed as a conflict of interest or that is in conflict with Florida Statutes § 112.313.

Required public notice(s) shall be given before any Selection Committee meeting. All notices shall be posted in clear public view and will be included in the ITB, RFP, RFQ, or RFI solicitations.

Purchasing will be responsible for conducting reference checks of bidders/proposers.

Purchasing is responsible for ensuring there are written minutes of all selection committee meetings.



The Pre-Bid Meeting Question and Answer Form shall be used during any pre-bid meetings and/or site visits.

Piggyback Policy

“Piggybacking” is a method of providing an additional purchasing option and is common practice in the public purchasing community that can offer significant benefits. The use of comparable purchasing agreements allows the BOCC to “piggyback” on other governmental contracts. This additional purchasing option may provide favorable pricing and reduce the costs associated with preparing specifications and issuing invitations to bid. To “piggyback” is a process of procuring goods or services without formal bid procedures via utilizing other public entity’s contract award of an ITB or RFP. The “piggybacked” bid should not have been awarded more than twelve (12) months prior to using this policy. The award will be in accordance with all the terms and conditions, prices, timeframes, and other criteria as included in the ITB or RFP. Changes to major terms and conditions, etc., are not allowed.

Only purchases can be “piggybacked”; sale or trade-ins must be handled separately. Should the “piggybacked” bid or proposal have a line item(s) for a trade-in of used equipment; the line item(s) cannot be used.

“Piggybacking” is not permissible on federally funded projects administered through the Local Agency Program (LAP). “Piggybacking” is not permissible for any RFQ or RFI projects.

Formal Solicitation Numerical Ties

For formal solicitation numerical ties among bidders up to and including twenty-five thousand dollars (\$25,000), the Purchasing Agent shall determine which bid shall be selected. For formal solicitation numerical ties that exceed twenty-five thousand dollars (\$25,000), an additional presentation by the vendors may be scheduled to assist the Purchasing Agent in the determination process; however, the Purchasing Agent shall determine which bid shall be selected.



Formal Solicitation Cancellations

The cancellation of a formal solicitation usually involves a loss of time, effort, and money spent by the BOCC and bidders. Invitations should not be canceled unless cancellation is clearly in the public interest and:

- I. Where there is no longer a requirement for the goods or services, or
- II. Where amendments to the invitation would be of such a magnitude that a new invitation is desirable.
- III. Where the Purchasing Agent deems, insufficient competition occurred (i.e. one response beyond the anticipated cost for the good(s) or service(s).
- IV. The Purchasing Agent determines a flaw in the solicitation process occurred.

The notice of cancellation shall:

- I. Identify the formal solicitation by number and short title or subject matter,
- II. Briefly explain the reason the invitation is being canceled, and
- III. 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 goods or services involved.

Formal Solicitation Protest Policy

Any bidder opposed to a recommended decision on any formal solicitation award must file in accordance with the process stated within the formal solicitation 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 formal solicitation tabulation. The initial notice of protest shall clearly state the facts and basis of law of the protest. Failure to state the basis of the protest shall be just cause for the protest to be rejected according to the formal solicitation protest procedure.

Following the filing of the notice of intent to file a protest, the bidder must submit a written formal solicitation protest within five (5) Sumter County workdays.

The formal written protest shall contain the following:

- I. BOCC's formal solicitation number and description as advertised.
- II. Name and address of company or person filing the protest.
- III. A clear statement of the grounds for the protest (applicable statutes, ordinances, laws, etc.).
- IV. Specifically, state the relief the protestant deems itself entitled.



The County Administrator will review the formal solicitation protest, evaluate the facts, and make the final resolution determination.

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

"Any bidder affected adversely by an intended decision with respect to the award of any formal solicitation, shall file with Purchasing for the BOCC, 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."

Formal Solicitation Vendor Requirements

Vendors shall be responsible for adhering to the general vendor requirements established in the Vendor Information section, and providing the E-Verify electronic signature page from the Department of Homeland Security Memorandum of Understanding, executed W-9, and COI requirements in their submissions. Vendors are also responsible for meeting the following additional vendor requirements for formal solicitations:

- I. Vendors desiring to do business with the BOCC are required to have a substance abuse policy and provide a Drug-Free Workplace Certificate during the formal solicitation submittal process. Pursuant to Florida Statutes § 287.087, the policy of the BOCC is to provide a drug-free workplace.
- II. To the extent permitted by law, all vendors desiring to do business with the BOCC shall have an Equal Opportunity Employment Policy, which prohibits illegal discrimination in employment as defined by Executive Order 11246, and subsequent amendments. Vendors are required to submit an Equal Opportunity Employer Form with their formal solicitation submission.
- III. All vendors desiring to do business with the BOCC are required to provide a Conflict of Interest Disclosure Form with their formal solicitation submission. Contracts shall not be awarded to contractors, firms, and/or any agency that could be deemed as a conflict of interest in accordance with Florida Statutes § 112.313.
- IV. In accordance with Florida Statutes § 287.133, any entity listed on the Florida Department of Management Services Convicted Vendor List, shall be denied the right to conduct business or render any type of service for the BOCC to the extent required by the debarment, suspension, or other determination of ineligibility by the State of Florida. Purchasing will verify all companies comply with Florida Statutes § 287.133 once formal solicitations are received. Vendors are required to submit a Public Entity Crime Form with their formal solicitation submission.
- V. All contractors/vendors agree to hold the BOCC harmless against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting from agreement unless such claims are a result of the BOCC's sole negligence. By signature on the form, the contractor/vendor stipulates that he/she agree to the Hold Harmless Agreement, and to abide by all insurance requirements.



- VI. Per Florida Statutes § 489.113(2), a person must be certified or registered in order to engage in the business of contracting in this state. However, for purposes of complying with the provisions of this chapter, a subcontractor 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 supervising contractor's license, the supervising contractor is responsible for the work, and the subcontractor being supervised is not engaged in construction work that would require a license as a contractor under any of the categories listed in Florida Statutes § 489.105(3)(d)-(o).
- VII. Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement.

Tax Exempt Information

The BOCC is exempt from payment of sales and local use tax. The BOCC's tax-exempt certificate number is to be given to all vendors to avoid payment of state and local use taxes. The tax-exempt certificate number for the BOCC is 85-8012622366C-3. Personal use of the BOCC's tax-exempt certificate number is strictly prohibited (see Section 9.010 of the BOCC's Employee Manual). Additionally, Florida Statutes § 212.085 states that in addition to being liable for payment of the tax plus a mandatory penalty of 200 percent of the tax, and 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 Florida Statutes § 775.082, 775.083, and 775.084. A copy of the BOCC's certificate of exemption can be obtained by emailing Purchasing@sumtercountyfl.gov. The BOCC's W-9 is also available by emailing Purchasing@sumtercountyfl.gov.

Vendor Information

As stated in the General Purchasing Policies section, it is the intent of the BOCC to provide all vendors, (with the exception of those on the Florida Department of Management Services Convicted Vendor List, per Florida Statutes § 287.133(3) (d)) with a fair and impartial opportunity in which to compete for the BOCC's business. Vendor preferences will be awarded only as stated within these policies.

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.

All vendors wishing to do business with the BOCC shall complete the E-Verify and COI requirements stated within these policies. Vendors must also provide a W-9 in order to be added to the financial system of the Finance Department.

Depending upon the goods or services provided by the vendor, additional documentation might be required.



Vendor Ethics

This vendor ethics portion of the policy covers a wide range of business practices and procedures. It does not cover every issue that may arise but provides a basic set of principles to guide all employees, officers, and directors of companies transacting business with the Sumter County Board of County Commissioners. Obeying the law, both in letter and spirit is the foundation on which a vendor's ethical standards are built. All vendor employees, officers, and directors must respect and obey the laws and regulations of the agencies with which they operate.

Requirements for vendors doing business with the BOCC:

- I. Shall promptly disclose any conflicts of interest.
- II. Shall not profit from a conflict of interest on the part of a BOCC employee.
- III. Shall not compensate BOCC employees for the performance of any activity related to the performance of his or her official duties.
- IV. Shall not make illegal political contributions.
- V. Shall not profit, directly or indirectly, from the use of any secret or confidential knowledge or data of the BOCC that a BOCC employee has illicitly disclosed.
- VI. Shall not influence, or attempt to influence or cause to be influenced, any BOCC employee in his or her official capacity in any manner, which might tend to impair his or her objectivity or independence of judgment.
- VII. Shall not cause or influence, or attempt to cause or influence, any BOCC employee to use, or to attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person or entity.
- VIII. Shall not send holiday gifts, office-warming gifts, tokens of appreciation, or other items of reportable value to the BOCC or its staff. In addition, it is improper to invite the BOCC to meals, parties, sporting events, theatrical performances, and similar social functions.
- IX. Shall promptly report any illegal or unethical behavior.

Vendor Preferences

Preference may be given to goods and services produced in the United States when all other aspects of the formal solicitation process are equal.

No preference will be awarded to a vendor on the basis of size or location. Goods and services offered to the BOCC, based upon State of Florida contract prices, are considered to be competitively bid and to have satisfied the requirements of the competitive bidding process. The State of Florida Department of Management Services, Division of State Purchasing administers statewide contracts and agreements for use by State of Florida agencies, local governments, educational institutions, and other entities as defined in rule section 60A-1.005, Florida Administrative Code. Statewide contracts and agreements enable eligible users to pool their buying power to lower total costs and reduce administrative burden while complying with Florida Statutes Chapter § 287 governing the purchase of goods and services.



Suspension and Debarment

- I. **Authority.** The Purchasing Agent and County Administrator may suspend or debar for cause the right of a vendor to be included on a vendor list and any bid or response from that vendor rejected; provided, however, the County Administrator shall have the power to waive or lift such suspension or debarment.

- II. **Suspension.** A vendor may be suspended for a period not to exceed two (2) years as determined by the Purchasing Agent and County Administrator based upon the following:
 - a. Vendor defaults or fails to fully comply with the conditions, specification or terms of a bid, quotation, proposal or contract with the county; or
 - b. Vendor commit any fraud or misrepresentation in connection with a bid, quotation, proposal or contract with the county; or
 - c. Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; or
 - d. Vendor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, which currently, seriously and directly affects responsibility as a county government contractor.
 - e. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the county, or
 - f. Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts, or assigns over its estate or effect for payment thereof or has a receiver or trustee appointed over its property or
 - g. Vendor commission of any act or omission to perform any act which is ground for debarment; or
 - h. Vendor violates the ethical standards set forth in local state or federal law; or
 - i. Vendor fails to comply with the MWBE participation or MWBE requirements of a federally awarded contract; or
 - j. Suspension by another government entity; or
 - k. Any other cause the Purchasing Agent and County Administrator determines on a commercial basis to be so serious and compelling as to materially and adversely affect the capability of a business to function as a county contractor.



III. **Debarment.** A vendor may be permanently debarred for the following:

- a. Default or failure to fully comply with the conditions, specifications, drawings or terms of a bid, proposal or contract with the county twice in a three-year period.
- b. Conviction by or judgement obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise. If the conviction or judgement is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the county.

IV. **Decision.** After the Purchasing Agent and County Administrator has determined to suspend or debar a vendor, a notification to the vendor shall be made in writing of the debarment or the period of suspension and the reasons for the action taken. The Purchasing Agent or County Administrator, prior to issuance of written notification, may schedule an informational hearing with the vendor to determine if suspension or debarment is warranted.

V. **Public Entity Crime.** Any vendor who has been convicted of a public entity crime as defined by F.S. @ 287.133 shall not be able to transact business with the county to the extent as specified in F.S. @ 287.133(3)(a).

VI. **Finality of Decision.** The suspension or debarment shall be final and conclusive, unless the suspended or debarred vendor initiates a protest to the Purchasing Division within three (3) days after the date of notification.



E-Verify

All vendors are required to register with E-Verify unless they are exempt per the E-Verify Exemption List. E-Verify is a system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. All organizations, businesses and/or individuals desiring to do business with the BOCC shall certify to the BOCC that they are in compliance with the federal E-Verify program for all employees hired on or after the date of the contractor's registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding (MOU) electronic signature page with the date of registration and company ID number. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or the BOCC upon request. The BOCC reserves the right to take action against any contractor deemed to be non-compliant. Potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debaring the contractor from performing services for the BOCC.

E-Verify Exemption List

air conditioning product suppliers	nursery/garden centers
auto and large equipment dealerships	office supply companies
convenience stores	online shopping
DHL	phone/cellular companies
farm and animal supply store	reproductive services
FedEx	restaurants
financial institutions	retail stores *
freight and postage services	road material/suppliers
fuel companies/gas stations	training institutions
funeral homes	United States Postal Service
government agencies (local, state and federal)	UPS
hospitals/hospital personnel (including animal hospitals)	utility services
hotels/motels	
mechanic/auto repair shops	
membership subscriptions	

*Definition of a retail store – boutiques, department stores, emporiums, outlets, discount stores, and markets



Certificate of Insurance (COI)

The contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for Sumter County, the “Standard Insurance Requirements” described herein. Contractors responding to a competitive formal solicitation shall provide with their submittal, a COI or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work for Sumter County, a COI will be required. Work is defined as any service provided to Sumter County by a vendor/contractor who must access County property in order to provide the service(s). The requirements contained herein, as well as the County’s review or acknowledgment, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor under this contract.

Financial Rating of Insurance Companies - All insurance companies must have financial rating of **A-** or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance - The contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, consultants performing program and/or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting product/completed operations, independent contractors, broad form property damage, X-C-U Coverage, contractual liability or cross- liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability Insurance - The contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence. Coverage shall include liability for owned, non-owned, and hired automobiles. In the event the contractor does not own automobiles, the contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker’s Compensation Insurance and Employers Liability Insurance - The contractor shall maintain its own Worker’s Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).

Umbrella or Excess Liability Insurance (needed for large contracts as determined by Purchasing and approved by the County Administrator) - The contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The contractor shall endorse the BOCC as an “Additional Insured” on the Umbrella or Excess Liability Insurance unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure “True Follow- Form” basis, or the BOCC is automatically defined as an additional protected person. Any self- insured retention or deductible shall not exceed \$25,000.

Professional or Errors and Omissions Liability Insurance (when applicable) - The contractor shall maintain a Professional Liability or Errors and Omissions policy at a limit of liability no less than **\$2,000,000**. The contractor shall endorse the BOCC as an “Additional Insured” on the Professional and/or Errors and Omissions Liability Insurance.

Additional Insured - The contractor shall endorse the BOCC as an “Additional Insured” on the



Commercial General Liability Insurance with a “CG 2010 Additional Insured – Owners, Lessees, or Contractors,” or “CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement,” or similar endorsement providing equal or broader “Additional Insured” coverage. In addition, the contractor shall endorse the BOCC as an “Additional Insured” under the contractor’s Commercial Umbrella/Excess Liability as required herein.

Indemnification - The contractor shall indemnify, defend and hold harmless the BOCC, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney’s fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor’s own employees or damage to property occasioned by a negligent act, omission or failure of the contractor.

Builder’s Risk Insurance - Required for all projects when a new building is being constructed from the ground up. The contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder’s Risk Insurance providing coverage to protect the interests of the BOCC, contractor, and subcontractors. Coverage shall be written on an All- Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the project as well as subsequent modifications of that sum. Flat deductible(s) shall not exceed \$25,000, wind percentage deductible (when applicable) shall not exceed ten-percent (10%), and flood sub-limit shall not be less than 25% of the projected completed value of the project. The contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, put to its intended use, or partially accepted by the BOCC. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is canceled, the BOCC’s interest in the building ceases, or the building is accepted or insured by the BOCC. The contractor shall endorse the BOCC as “Additional Insured,” or “Loss Payee,” on the Builder’s Risk Policy. Builder’s Risk Insurance is not required for additions or renovations that will alter and/or add to an existing permanent structure.

Deductibles, Coinsurance Penalties, and Self-Insured Retention - The contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the BOCC, the Contractor shall, when requested by the BOCC, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation - The contractor shall provide a waiver of subrogation in favor of the BOCC, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject - The BOCC reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on



insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the BOCC reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the BOCC shall provide the contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy - The coverages, limits or endorsements required herein protect the primary interests of the BOCC, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.

Certificate(s) of Insurance - The contractor shall provide Purchasing with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each COI. In the event the BOCC is notified that a required insurance coverage will cancel or expire during the period of this contract, the contractor agrees to furnish the BOCC prior to the expiration of such insurance, a new COI evidencing replacement coverage. When notified by the BOCC, the contractor agrees not to continue work pursuant to this contract, unless all required insurance remains in effect. The BOCC shall have the right, but not the obligation, of prohibiting the contractor from entering the project site until a new COI is provided to the County evidencing the replacement coverage. The contractor agrees the BOCC reserves the right to withhold payment to the contractor until evidence of reinstated or replacement coverage is provided to the BOCC. If the contractor fails to maintain the insurance as set forth herein, the contractor agrees the BOCC shall have the right, but not the obligation, to purchase replacement insurance and the contractor agrees to reimburse any premiums or expenses incurred by the BOCC.

The contractor agrees the COI shall -

- I. Clearly indicate the BOCC has been endorsed on the Commercial General Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or
- II. Clearly indicate the BOCC is endorsed as an "Additional Insured," or "Loss Payee" on the Builder's Risk Insurance, and when applicable, "Additional Insured" on the Commercial Umbrella/Excess Liability Insurance as required herein.
- III. Clearly identify each policy's limits, flat and percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
- IV. Clearly, indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.



The original COI should be forwarded and clearly indicate certificate holder and “Additional Insured” as follows:

Sumter County Board of County Commissioners
Attention: Purchasing Division
7375 Powell Road Wildwood, FL 34785

On rare occasions, exceptions to the required insurance limits are needed. The division may submit a memo to the Centralized Purchasing Division requesting and justifying the request. The Purchasing Division staff will review the request and submit for approval to the County Administrator. If exceptions are granted, the Centralized Purchasing Division will notify the division. The Purchasing Division maintains a list of all exception approvals. Exceptions are valid for the fiscal year in which they are granted.

COI Exemption List

delivery, freight and postage services including FedEx, UPS, USPS, and DHL
government agencies (local, state and federal)
medical doctors, medical assistants, and nurses
office supply companies
special magistrates
training institutions
utility services



Glossary of Terms

AGREEMENT - See Contract.

APPROVER - An employee who approves a requisition in the financial system of the Finance Department.

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

CENTRALIZED PURCHASING DIVISION - County division responsible for County procurement processes.

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.

CONTRACT - A mutually binding legal relationship obligating the Seller to furnish the goods and/or services (including construction) and the purchasing entity to pay for them. It includes all types of commitments that obligate the BOCC 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.

CONTRACT CHANGE ORDER - A change in the scope of services, an error correction, and/or a monetary change to an approved contract.

CONTRACTOR - A person who contracts to sell goods or contractual services to the BOCC.

CONTRACTUAL SERVICES - The rendering by a contractor of their time and effort rather than the furnishing of specific goods. 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 a building, utility, park, parking lot, structure, or other improvement to real property entered into pursuant to Florida Statutes § Chapter 255.



EMERGENCY PURCHASES – 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.

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.

FINANCE DEPARTMENT - Clerk of the Circuit Court Finance Department

FDOT - Florida Department of Transportation.

FORMAL SOLICITATIONS - Solicitations for Invitation to Bid (ITB), Request for Proposals (RFP), Request for Qualifications (RFQ), or Request for Information (RFI). Formal solicitations are posted for projects over \$25,000; additional projects may be posted at the discretion of the County Administrator.

INITIATOR - An employee who initiates a requisition in the financial system of the Finance Department.

INVITATION TO BID (ITB) - A written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and specifically defining the good, group of goods, 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 good or group of goods required.

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

MWBE – Minority and Women Owned Business Enterprise

PROPOSAL - A written notice by a vendor setting forth the terms under which a vendor will furnish goods or services.

PURCHASE ORDER - An approved requisition to purchase one or more goods or services necessary to carry out operational functions of the requesting division.

PURCHASE ORDER CHANGE ORDER - A monetary increase or line item change to an original purchase order or other contract conditions is reported on a Change Order Request Form. (See Exhibit A)



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

PURCHASING AGENT - The person responsible for the County's procurement program. The Purchasing Agent is given the responsibility and authority to act for the BOCC in certain areas.

QUALIFIED BIDDER - See Responsible Bidder.

RENEWAL - Contracting with the same contractor for an additional period after the initial contract period is expired, only if contract terms specifically provide for such renewal.

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

REQUEST FOR PROPOSALS (RFP) - 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 good, group of goods, or contractual service is required and when the agency is requesting that a qualified vendor propose a good, group of goods, or contractual service to meet the specifications of the solicitation document. It 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 (RFQ) - This procurement approach differs from the traditional Request for Proposal approach and places greater emphasis on the actual qualifications and licensure of the potential contractor, his or her record of accomplishment, rather than how well the potential contractor responds to detailed project specifications and requirements.

REQUESTING DIVISION - The division originating the purchase request.

REQUISITION - A request to purchase one or more goods or services necessary to carry out operational functions for the requesting division. An approved requisition becomes a purchase order.

RESPONSIBLE/RESPONSIVE BIDDER - An entity that has the capability in all respects to perform fully the contract requirements and has the integrity and reliability that will assure good faith performance. An entity that has submitted a bid, proposal, statement of qualifications or interest that conforms in all material respects and who possesses all applicable licensing requirements of the formal solicitation.

RESPONSIVE SOLICITATION - A bid or proposal submitted by a responsive and responsible bidder,



which conforms in all material respects to the ITB, RFP, RFQ, or RFI.

SHALL - Denotes the imperative.

SOLE SOURCE - Shall mean the only source of good or service relative to kind and availability. Initiator shall request prior approval from the County Administrator before the good or service can be deemed as a true sole source item. Approved sole source requests are valid for the fiscal year in which they are approved.

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

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

VENDOR - A supplier of goods or services.