

ORDINANCE NO. 21-03

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HOLMES COUNTY, FLORIDA, ESTABLISHING A UNIFORM COUNTY PROCUREMENT POLICY, AMENDING AND SUPERCEDING ALL PREVIOUS COUNTY PROCUREMENT POLICIES; PROVIDING FOR CONFLICT AND SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Holmes County Board of County Commissioners (hereinafter "Board") desires to seek the maximum value for the County by procuring the best value in obtaining commodities and contractual services; and

WHEREAS, the Board has not approved a uniform County procurement policy since 2002, with minor updates in 2009 and 2018; and

WHEREAS, the Board hereby further desires to update, replace and supercede any previous procurement policy with the uniform County procurement policy attached hereto as "Exhibit A"; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Holmes County, Florida, the following:

1. **TITLE**. This Ordinance shall be known and may be cited as the "Holmes County Procurement Ordinance."

2. **PURPOSE**: The purpose of this Ordinance and the attached uniform County procurement policy (Exhibit A), is to codify and formalize Holmes County's Procurement Policy, to provide for the fair and equitable treatment of all persons involved in public purchasing by Holmes County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

3. **APPLICABILITY**: This Procurement Ordinance and the attached uniform County procurement policy (Exhibit A) shall apply to the procurement of goods and services by Holmes County after the effective date of this Procurement Ordinance. This Procurement Ordinance and the attached uniform County procurement policy (Exhibit A) shall apply to all expenditures of public funds by the Board for public purchasing, irrespective of the source of funds. Nothing in this Section shall prevent the County from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law. Nothing contained herein shall be construed as requiring Holmes County's Constitutional Officers (Clerk of Court, Property Appraiser, Sheriff,

Supervisor of Elections, and Tax Collector), Court Administration, State Attorney, or Public Defender non-County funds to be covered by the provisions of this Procurement Ordinance or the attached uniform County procurement policy (Exhibit A).

4. **SEVERABILITY AND CONFLICTS.** If any word, phrase, sentence, clause or other portion of this Ordinance is held, for any reason, to be unconstitutional, void, or invalid, the validity of the remaining portions of the Ordinance shall not be affected thereby and shall remain in full force and effect. This Ordinance and the attached uniform County procurement policy (Exhibit A) shall control over any other previous Ordinance and/or procurement policy of Holmes County in conflict herewith unless otherwise noted herein.

5. **EFFECTIVE DATE.** This Ordinance shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED by a vote of 5 (yea) to 0 (nay) by the Board of County Commissioners of Holmes County, Florida, after due public notice and publication and on Motion, Second and discussions, during the regularly scheduled meeting of the Board held on the 17th day of August, 2021.


**BOARD OF COUNTY COMMISSIONERS
OF HOLMES COUNTY, FLORIDA**



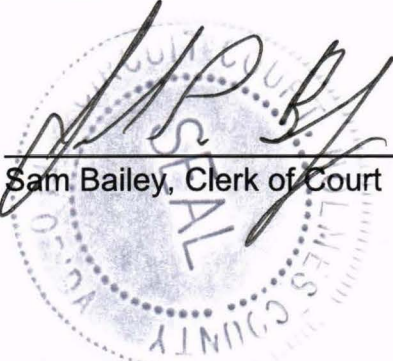
Earl Stafford, Chairman



ATTEST:



Sam Bailey, Clerk of Court





Holmes County Board of County Commissioners
Procurement Policy/Ordinance No. 2021-03
Adopted August 17, 2021

I. Purpose.

This procurement policy is set forth to increase the value of public funds in procurement; to provide protections; and to provide for fair and equitable treatment of all persons involved in public procurement; to encourage the growth of small and minority businesses through the participation in the County's procurement system. It is the goal of the Holmes County Board of County Commissioners to develop a comprehensive procurement system. This system will provide greater cost-effectiveness and public accountability in the procurement process. This policy, set by the Board of County Commissioners of Holmes County (hereinafter referred to as "Board"), governs all the procurements made by the Board. No contract or purchase shall be subdivided to avoid the requirements of this policy.

II. Concepts.

The procurement function is to ensure that procurement laws, rules and regulations are enforced and carried out under the highest ethical standards, to encourage full and open competition, and to the extent possible achieve the best value for the County. Strict adherence by all County officers, employees, agents and by the suppliers and contractors to specific ethical considerations is required to maintain the confidence of the public, the County, and the business community in the expenditures of County funds. It is the Board's goal to provide:

- a. procurement of the highest quality in commodities, equipment, and services at the most cost efficient and valuable methods to the County.
- b. to encourage uniform bidding and to endeavor to obtain full and open competition on all purchases and sales.
- c. to keep informed of current developments in the field of procurements, prices, market conditions and new products to secure for the County the benefits of research done in the field of purchasing by other governmental jurisdictions.

III. Objectives. The objectives of the procurement policy are:

- a. deal fairly and equitably with all suppliers wishing to do business with the County.
- b. assure adherence to all purchasing laws, regulations, and procedures.
- c. maximize effectiveness and competition for all procurements.
- d. obtain maximum savings through bulk purchases and other value adding techniques.
- e. administer the contracting function with internal efficiency.
- f. to purchase goods and services at the lowest price, consistent with quality, performance, and delivery requirements from capable suppliers meeting the County's needs.
- g. to obtain maximum value from transfer, trade, sale, or other disposition of surplus and/or obsolete property.

IV. Procurement Policy Ethics.

- a. Acceptance of gifts at any time, other than advertising novelties, is prohibited.
- b. Acceptance of entertainment is also prohibited. Employees must not become obligated to any suppliers and shall not conclude any County transaction from which they may personally benefit.
- c. No County officer or employee shall bid for, enter into, or be in any manner interested in any contract for County purchases nor shall any officer or employee seek to influence the purchase of a product or service from any bidder; except this restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and council with respect to the purchase.
- d. The provisions of F.S. § 112.313, pertaining to standards of conduct for public officers, employees of agencies, and local government attorneys expressly apply to the Holmes County Procurement Policy. A violation of F.S. §112.313, pertaining to purchasing or contractual relationships shall also be deemed a violation of this procurement policy. Specific statutory provisions pertaining to purchasing and contracting include but are not limited to: F.S. §112.313 (Standards of Conduct), F.S. § 218.70, (the Florida Prompt Payment Act), F.S. §255.05 (Performance and Payment Bonds for Public Works), F.S. §255.0525 (Advertising for Competitive Procurements), F.S. § 255.101 (Minority Business), F.S. §287.055 (Consultants' Competitive Negotiation Act), F.S. §287.087 (Preference to Businesses with Drug Free Workplace), F.S. §336.41.

V. Definitions.

For the purposes of this article and any documents pertaining to the use of this article (e.g., contracts, purchasing orders, etc.), the following terms, phrases, words, and their derivations shall have the meaning given herein, unless otherwise specifically defined in any specific document:

Addendum. A written document used to modify the terms of a bid instrument (such as invitation to bid or request for proposals). An addendum is not to be confused with a contract "amendment".

Agreement. A contract for the procurement or disposal of supplies, services, materials, real property, equipment, or construction.

Appropriation. Legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation is usually limited in amount and also to the time when it may be expended.

Award. The determination of a successful response to a solicitation resulting in an offer to provide goods or perform services.

Bid bond. An insurance contract in which a third party agrees to be liable to pay a certain amount of money if a selected vendor fails to accept the contract as bid.

Board. The Holmes County Board of County Commissioners, the legislative body of the County of Holmes County, Florida.

Brand name or equivalent specification. A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other characteristics needed to meet the county requirements and which provide for the submission of equivalent products.

Business. Any corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any other legal entity, engaged in the commercial provision of commodities, services or labor.

Capital projects fund. A fund created to account for financial resources to be used for acquisition or construction of major capital facilities (other than those financed by proprietary funds, special assessment funds, and trust funds).

Change order. A written order amending the scope of, or correcting errors, omissions, or discrepancies in a contract or purchase order.

Commodity. Goods or products that the County may contract for or purchase for the use and benefit of the county. It is a specific item, and it is different from the rendering of time and effort by a provider.

Competitive procurement. An open and competitive process for the procurement of commodities, equipment and services, including, but not limited to, invitations to bid, invitations to negotiate, requests for proposals, and request for qualifications.

Cone of silence. The prohibition of any communication between a vendor and an County officer, contract staff/employee, or agent regarding a pending competitive procurement, except for such communications at a duly noticed pre-proposal conference, oral presentation, or with the Board's designated representative noted in the competitive procurement documents. Upon the advertisement of a competitive procurement, the cone of silence shall apply. The cone of silence shall terminate upon the issuance of the notice of award, the rejection of all responses, or the termination of the competitive procurement, whichever occurs first. Violation of the cone of silence by a vendor shall disqualify the vendor from participation in the competitive procurement.

Construction. The process of building, altering, repairing, improving, or demolishing any structure or building, or other public improvements of any kind to any real property including roadways, utilities, and facility site work.

Consultant's Competitive Negotiations Act (CCNA) professional services. Services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Contract. A deliberate written agreement between two or more competent parties to perform a specific act or acts, or for the procurement of goods, services, consultant services, or construction.

Contract amendment or modification. Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quality, or other provision of any contract accomplished by mutual action of the parties to the contract.

Contractor. Any business that provides goods or services to the county.

Contractual services. The rendering by a contractor of its time and effort rather than the furnishing of specific commodities.

Cooperative procurement. Competitive procurement conducted by, or on behalf of, more than one public procurement unit or the use of another federal, state or local government procured contract (this term is also known as piggybacking).

County. The County of Holmes County, Florida.

Data. Recorded information, regardless of form or characteristic.

Debarment. A vendor is prohibited from submitting bids, proposals, quotes, or responses to any competitive procurement, or otherwise conducting business with the County until such time they are reinstated to the status of active vendor.

Department Head. Those County employees designated by the Board as Department Heads with supervisory and managerial duties, and who report directly to the County Project Director.

Designee. The duly authorized representative of a person holding a superior position.

Emergency. Any occurrence or threat thereof whether natural, manmade, or technological, in war or in peace, which results or may result in substantial injury or harm to the public health, safety, or welfare, or substantial damage to or loss of property, or those situations where the operation of an essential County Department would be seriously impaired if immediate action were not taken.

Emergency procurement. An expeditious purchase of goods, services, consultant services and/or construction to address an emergency.

Fixed asset/equipment. Any item of capital nature, of cost or value exceeding \$1,000.00, and with an estimated life span of over one year. A capital fixed asset is an item with a cost or value of \$5,000.00 or more.

F.O.B. or (free on board). A term used in conjunction with an identified physical location to determine the responsibility and basis for payment of freight charges, and the point at which title for the shipment passes from seller to buyer.

Formal solicitation. The placement of a notice in a newspaper of general circulation, according to legal requirements, to inform the public that the County is requesting responses for a specific procurement it intends to make.

Gratuity. A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, presented or promised, for the benefit of an employee, unless consideration of substantially equal or greater value is given by the employee.

Informal procurement. The process of obtaining oral or written quotes from vendors without formal advertising and receipt of sealed responses.

Invitation to Bid (ITB). A written solicitation document used for competitive procurement of goods, services, and/or real property, when specifications are available and the selection will be based upon the lowest responsive and responsible bidder. Factors other than price will be considered in the award determination.

Invitation to Negotiate (ITN). A written solicitation document used for the competitive sealed bidding of the purchase of goods or services when the scope of the project is not certain and the County desires input from the vendors on the project specifications.

Irregularity. Any change or omission in an offer or contract that does not have an adverse effect on the County's best interest and does not affect the outcome of the source selection process by giving an offeror an advantage or benefit not enjoyed by any other offeror, and, not inconsistent with applicable laws.

Material mistake. Any deviation or variance from the procurement requirements or other mistake that gives one vendor a substantial advantage over other vendors in a competitive procurement.

Negotiation team/committee. A group of members established by the county for the purpose of

conducting negotiations as part of a competitive procurement.

Non-material mistake. Any deviation or variance from the procurement requirements or other mistake that does not affect price, give one vendor an advantage or benefit not enjoyed by other vendors and does not adversely affect the interests of the county.

Payment bond. The approved form of security furnished by the vendor and its surety that assures payments, as required by law, to all persons supplying goods or services for the completion of work under the contract, also known as a contract bond.

Performance bond. The approved form of security furnished by the vendor and its surety as a guarantee that the vendor will fully perform in accordance with the terms of a contract.

Personal property. Property consisting of movable articles that are either tangible, such as furniture or computers, or intangible, such as stocks, bonds, licenses.

Posting. An act whereby the County places on a bulletin board, in a designated location, and/or on the County website, a listing which indicates the county's recommendations for bid awards and solicitations for bids and proposals.

Pre-bid conference. A meeting held with prospective bidders prior to solicitation of, or the date of receipt of bids or proposals, to recognize state of the art limits, technical aspects, specifications, and standards relative to the subject, and to elicit expertise and bidder's interest in pursuing the task.

Professional services. The technical, and/or unique functions performed by independent contractors whose business is the rendering of such services. This includes accountants, appraisers, attorneys, auditors, medicine and the medical arts, architects, engineers, surveyors, management and systems consultants, research, the arts and other professionals as designated by the procurement services manager.

Project Director. The Holmes County Project Director is the chief administrative officer of the County and serves at the pleasure of the Holmes County Board of County Commissioners. The Project Director position is a highly responsible managerial and administrative position with a focus toward performing direction and oversight to the daily operations of the County government of Holmes County, Florida, which shall include assisting in administering, planning, and directing various departments and operations within the County.

Proposal. An executed formal document submitted to the County stating the goods, consultant services, and/or services offered to satisfy the need as requested in the request for proposal.

Purchase Order. A document generated by the County documenting a written sales agreement between the county and a seller detailing the exact commodities, equipment or services to be rendered from a single vendor.

Purchase/procurement. Buying, procuring, renting, leasing, or otherwise acquiring any supplies, materials, equipment, goods, consultant services, construction, and/or services required by the County for public purposes.

Quotation. Any oral or written informal offer by a vendor to the County to furnish specific goods and/or services at a stated price.

Real property. Property consisting of land and all rights, privileges, or improvements belonging to and passing to lands, as buildings, crops, or mineral rights.

Request for proposals (RFP). A solicitation of responses for the supply of commodities, equipment or services for which the scope of work, specifications, or contractual terms and conditions cannot be well defined. The RFP outlines the procurement process and contract terms, and provides guidance on how the response should be formatted and presented. The RFP process requires a technical and management approach and a fee proposal; however, evaluation of a proposal or response is based on prior established criteria which involves more than price. The RFP shall state the relative importance of price and other evaluation criteria.

Request for qualifications (RFQ). A solicitation of responses for services where the specifications of required services are broad and specialized in nature, such as attorney, auditor, CPAs, etc. The RFQ outlines the procurement process and contract terms and provides guidance on how the response should be formatted and presented. RFQ solicitations focus on the qualifications of the potential providers, rather than price. Primary qualifications include experience of key staff, relevant experience of the company and client references.

Request for quotation. An informal request either oral or written to solicit prices for specific, defined goods and/or services.

Responsible vendor. A vendor submitting a response who has the capability in all respects to perform fully the contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having the integrity and reliability with a record of timely and acceptable past performance that will assure good faith performance.

Responsive vendor. A vendor submitting a response that substantially conforms with all material respects to the requirements and criteria set forth in the competitive procurement.

Selection committee. A group of members established by the County for the purpose of evaluating requests for proposals, requests for qualifications and invitations to negotiate as part of a competitive procurement.

Sensitive property. Property with a value less than that below the threshold for fixed asset/equipment, but could be easily moved, lost, or stolen. Examples of sensitive property include, but are not limited to cameras, radios, cell phones, calculators, computer accessory equipment, and electronic devices.

Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific product other than that which is not defined as supplies, and which is merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Single source. A commodity that can be procured from multiple sources, but in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials) there is only one economically feasible source for the purchase.

Small purchases. The procurement of commodities, equipment, or services with a value within the thresholds set for this category without the requirement of quotes, or bids, from at least three vendors.

Sole source. A commodity that can be legally procured from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole source procurement if there is more than one potential supplier for that item. Use of brand names and model numbers does not constitute a sole source.

Specifications. A description of the physical or functional characteristics of the nature of a material, supply, service, construction, or equipment item. It may include a description of any requirement for inspection, testing, recycled or degradable materials content, or preparing a material, supply, service, construction, or

equipment item for delivery.

Surplus property. Any tangible personal property or real property more than the needs of the County and not required for its foreseeable need.

Suspension. A vendor is prohibited from submitting bids, proposals, quotes, or responses to any competitive procurement, or otherwise conducting business with the county for a definite period of time.

Tie (identical) bid. When two or more bids are equal with respect to price and it appears the quality and service offered by the vendors are otherwise comparable.

Using agency. Any department, division, agency, commission board, committee, authority or other unit in the county government using supplies or procuring contractual services as provided for in the policy.

Vendor. Any business that will be or has been awarded a contract by the County.

VI. General Guidelines

The procurement method and authorizing authority varies based upon the amount of the purchase. Generally, all purchases for commodities, equipment, and services, when the estimated cost thereof shall equal or exceed \$30,000.01, shall be purchased competitively; purchases below \$30,000.00 shall be handled in the manners specified herein, which are designed to maximize competition and ensure the County is receiving a fair and equitable price. The Board may waive the competitive procurement requirements when deemed to be in the best interest of the County.

a. Procurement categories: Summary and signature authority. The following procurement thresholds and procedures are hereby established to govern the procurement of commodities, equipment, and services. Additionally, the authority for approving purchases within the established thresholds set forth below is hereby delegated to the persons with designated signature authority.

- * Level One: Verbal Quotes with Department Head Approval and Project Director Notification (\$0.01 - \$5,000.00)
- * Level Two: Written Quotes with Project Director Approval (\$5,000.01 - \$30,000.00)
- * Level Three: Competitive Procurement (\$30,000.01 and up)

b. Budget and authority: It is the responsibility of each Department Head and/or the County Project Director to ensure sufficient and proper funding is available prior to obligation and/or expenditure.

c. After determination of availability of funds, a purchase order shall be approved by the finance department after receipt of the purchase order or contract authorized by the County with justification, and competitive quotes/proposals or bids as required and set forth in this procurement policy.

VII. Procurement Guidelines

a. LEVEL ONE: Verbal quotes (not to exceed \$5,000.00).

1. Commodities, equipment, and services with an estimated cost within the thresholds authorized in LEVEL ONE be procured by competitive, verbal quotes. Purchases at this level do not require written quotes, except when deemed advisable by the County Project Director. Additionally, if there is an ongoing need for certain commodities, equipment, or services on a regular basis that would otherwise qualify as small purchases if viewed in isolation, then competitive procurement is required if \$30,000.01 or more will be spent within a single fiscal year.

2. At least two quotations must be obtained for each purchase, which must then be approved by the Department Head. In those instances where the securing of two quotations is not practicable, the Department Head shall provide written justification of such. The County employee soliciting the quotes shall clearly document the commodities, equipment, or services requested on a consistent basis from each vendor to assure a like-to-like comparison and shall document the date, vendor, and quotation received for the purchasing file. Quotes may also be obtained from reputable internet vendors. All vendors providing verbal quotes must have the required expertise and capability to perform the work or supply the commodities or equipment. In determining if a vendor has the capability to perform the work or supply the commodities or equipment, consideration shall be given to the vendor's geographic proximity to the County for future ease of delivery, mobilization, or customer support after a purchase. The lowest cost, responsible and responsive vendor who is capable of performing the services or supplying the commodities or equipment will be issued a purchase order or awarded the contract.

3. Employees who are authorized cardholders in the County's purchasing card program, are strongly encouraged to use the purchasing card whenever possible to reduce administrative time and costs. Misuse of purchasing cards is subject to personal liability and disciplinary action up to and including termination of the County employee, as determined by the County Project Director. Purchases in this Level must be authorized by the Department Head with proper Notification given to the Project Director.

b. LEVEL TWO: Written quotations (\$5,000.01 - \$30,000.00).

1. Commodities, equipment, and services with an estimated cost within the thresholds for LEVEL TWO shall be procured by competitive, written quotations and approved by the County Project Director.

2. At least three written quotations must be obtained for each purchase. In those instances where the securing of three quotations is not practicable, the Project Director shall provide written justification of such. The County employee soliciting the quotes shall prepare a written quotation solicitation form that clearly documents the commodities, equipment, or services requested and when needed, contact information, the due date for the quotation, any vendor requirements, and other relevant transactional terms. The requested commodities, equipment, or services must be adequately described on a consistent basis to assure a like-to-like comparison among vendors. This written quotation solicitation form shall be emailed, mailed or faxed to at least three vendors who have the required expertise and capability to perform the work or supply the commodities or equipment.

3. Quotes must be on company letterhead, a County approved quote form, or in a similar format with a date and signature of an authorized representative of the vendor.

4. All vendors providing written quotes must have the required expertise and capability to perform the work or supply the commodities or equipment. In determining if a vendor has the capability to perform the work or supply the commodities or equipment, consideration shall be given to the vendor's geographic proximity to the County for future ease of delivery, mobilization, or customer support after a purchase. The award will be made to the lowest cost, responsible and responsive vendor who can perform the services or supplying the commodities or equipment.

c. LEVEL THREE: Competitive Procurements (greater than \$30,000.01)

1. Commodities, equipment, and services with an estimated cost equal to or greater than \$30,000.01 must comply with the competitive procurement provisions as set forth herein.

2. All competitive procurements shall be developed using a standardized format and language unless an exception is made by the County Project Director and/or the County Attorney. It should be noted on all competitive procurements that the County always retains the right to reject all responses for any or no reason and may choose to reissue the procurement.

3. *Requests for Proposal (RFP).*

A. The request for proposals method of procurement is used when it is not practicable for the County to specifically define the scope of work for which the commodities or contractual services is needed. Instead, the County can describe what it wants to accomplish but the methods or means to accomplish the desired outcome cannot be easily defined. There may be several methods available to accomplish a task, and the County is considering all the available options.

B. The Project Director shall decide, based on the services needed, if professional services are required. This decision can be made once it is determined that in-house resources are not available to adequately provide such service.

C. The Project Director shall outline needs and objectives that will make up the scope of services to be addressed by the proposers. The Project Director and applicable Department Head, in conjunction with the County Attorney and/or County Engineer, shall prepare the criteria and development of the request for proposal which should include, but not be limited to, the following:

- * Introduction
- * Terms and conditions
- * Background
- * Scope of services required
- * Evaluation criteria, including price
- * Proposal schedule
- * Selection process
- * Required forms
- * Proposed contract

D. Proposers shall be ranked by an evaluation committee designated by the Board or County Project Director and presentations may be made to the evaluation committee or Board for consideration.

4. *Requests for Qualifications (RFQ).*

A. The request for qualifications method of procurement is used in the recruitment of qualified professional consulting and/or legal services. There may be several providers available to accomplish the work and the County is considering all the available options.

B. The Project Director shall decide, based on the specific services needed, if professional services are required. This decision can be made once it is determined that in-house resources are not available to adequately provide such services.

C. The Project Director shall outline specific needs and objectives that will make up the scope of services to be addressed by the proposers. The applicable Department Head and the Project Director, in

conjunction with the County Attorney and/or County Engineer, shall prepare the criteria and development of the request for qualifications which should include, but not be limited to, the following:

- * Introduction
- * Terms and conditions
- * Background
- * Scope of services required
- * Evaluation criteria
- * Proposal schedule
- * Selection process
- * Required forms
- * Proposed contract

D. Proposers shall be ranked by an evaluation committee designated by the Board or County Project Director and presentations may be made to the evaluation committee or Board for consideration.

5. *Invitation to bid (ITB).*

A. The invitation to bid should be utilized when the County is capable of establishing precise specifications for a commodity or defining, with specificity, a scope of services for the commodities or contractual services sought. Through this process, vendors are able to compete on a cost basis for like items or services. The selection will be based upon the lowest priced, responsive, and responsible bidder.

B. The Project Director shall outline specific needs and objectives that will make up the scope of services to be addressed by the proposers. The applicable Department Head and the County Project Director, in conjunction with the County Attorney and/or County Engineer, shall prepare the criteria and development of the invitation to bid which should include, but not be limited to, the following:

- * Introduction
- * Terms and conditions
- * Background
- * Scope of service or commodities required
- * Schedule
- * Selection process
- * Required forms
- * Proposed contract

C. Proposers shall be ranked by an evaluation committee designated by the Board or County Project Director and presentations may be made to the evaluation committee or Board for consideration.

6. *Invitation to Negotiate (ITN).*

A. The invitation to negotiate should be utilized when the scope of the project is not clearly defined, and the County has determined that negotiations may be necessary to receive the best value. The invitation shall invite vendor input on the scope, schedule, and process for initiating the project. This method of procurement is frequently used in areas experiencing constant change in the marketplace and the County wants the opportunity to obtain current up-to-date goods or services at the time of contracting.

B. The Project Director shall outline the general scope of services to be addressed by the proposers. The applicable Department Head and the County project Director, in conjunction with the County Attorney and/or County Engineer, shall prepare the criteria and development of the invitation to negotiate which should include, but not be limited to, the following:

- * Introduction
- * General conditions
- * Background
- * Evaluation criteria
- * Schedule and selection process.

C. Proposers shall be ranked by an evaluation committee designated by the Board or County Project Director and presentations may be made to the evaluation committee or Board for consideration.

7. *Noticing requirement for competitive procurements.*

A. Newspaper.

i. Noticing of all requests for proposals, requests for qualifications, invitations to bid, and invitations to negotiate (unless otherwise provided by law or waived by the board) shall be done by publishing once in a newspaper of general circulation in the county at least 14 calendar days prior to the date set for the receipt of the competitive procurement.

ii. F.S. § 255.0525, states that any construction project that is projected to cost more than \$200,000.00 shall be publicly advertised at least once in a newspaper of general circulation in the County at least 21 calendar days prior to the bid received date and at least five calendar days prior to any scheduled pre-bid conference. If the construction project is expected to cost more than \$500,000.00, it must be advertised at least 30 calendar days prior to the bid received date and at least five calendar days prior to any pre-bid conference.

iii. The notice shall include a general description of the goods or services to be purchased, the location where specifications may be obtained, closing date, and the time and place for receipt of and the opening of the competitive procurement.

iv. Noticing of all requests for written quotations shall not require a newspaper ad.

B. Website.

i. When advertised in newspapers, the notice shall also be listed on the official County website.

ii. All requests for written quotations shall be listed on the official County website for a minimum of seven days.

8. *Cone of silence.* Prospective vendors shall not communicate or attempt to communicate with any County staff, officers, or agents regarding the competitive procurement beginning with the date of the advertisement of the competitive procurement and ending with the issuance of a notice of award, the rejection of all responses, or the termination of the competitive procurement, whichever occurs first. No interpretation of the meaning of plans, specifications or other documents can be made to a prospective vendor orally. Vendors who violate this cone of silence will be disqualified from participating in the competitive procurement. The cone of silence does not apply to:

A. Communications at any public proceeding or meeting, including pre-bid conferences, site visits, selection committee presentations, or pre-award meetings.

B. Communications during contract negotiations between designated County contract staff/employees and the vendor named in the notice of award.

C. Communication with a vendor by a County contract staff/employee or agent following competitive procurement opening to clarify the vendor's proposal.

D. Communication following the filing of a challenge to a competitive procurement between the protesting vendor or the selected vendor and designated County contract staff/employees or agents concerning the challenge.

E. Purchases exempt from competitive procurement pursuant to this policy.

9. *Response submission.*

A. Responses to all competitive procurements shall be submitted to the County no later than the date and time designated in the instructions. The envelope containing the competitive procurement shall be sealed and marked according to instructions in the specifications. The County Project Director, or designee, shall date and time stamp each response as it is received and file the responses, unopened, in a secure file until the time designated for the opening. Responses received after the designated time shall be returned unopened to the sender.

B. Mandatory and non-mandatory conferences may be held when deemed necessary by the affected Department Head or the County Project Director. Notification of the conferences will be outlined in the competitive procurement package or provided by separate notice. However, any written material to be distributed to potential respondents must be approved in advance by the County Project Director and/or the County Attorney and made part of the competitive procurement.

C. Registration or certification under F.S. Ch. 489 is required before any contract is awarded for construction work on buildings or other improvements to real property, except for roads or utilities as specified in F.S. § 489.113, or is otherwise exempt under F.S. § 489.103.

10. *Opening of responses.*

A. Upon receipt, all responses are clocked in at the County Project Director's office and held unopened until the opening date. All competitive procurements shall be opened in public at the time and place stated in the public notice with at least two witnesses present. At least one witness shall be a County employee to record the opening, the other witness may or may not be an employee of the County but they cannot be a respondent to the competitive procurement.

B. The purpose of the opening is to record the responses received and to ensure that the responses are in compliance with the basic requirements of the competitive procurement. Responses are not analyzed for quality or substance at the opening. A recording of all responses received shall be available for public inspection unless the procurement responses result in the reissuance of the procurement. A copy may be provided upon request and a copying charge may apply.

11. *Rejecting responses.* The County Project Director and/or the Board, after consultation with the County Attorney, shall have the authority to reject any and all responses for any or no reason. The County will not be held responsible for any costs incurred by vendors/bidders in the case of rejection.

12. *Correction or withdrawal of responses; material mistakes; cancellation of awards.*

A. A response submitted to the County as part of a competitive procurement may not be withdrawn unilaterally by the respondent. Correction or withdrawal of inadvertently erroneous responses before or

after the competitive procurement opening, or cancellation of awards or contracts based on such mistakes, may be permitted where appropriate. Mistakes discovered before the competitive procurement opening may be modified or withdrawn by written notice received in the office designated in the procurement prior to the time set for opening.

B. After the competitive procurement opening, corrections of mistakes shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a material mistake of nonjudgmental character was made, the nature of the mistake, and the price intended. After the competitive procurement opening, no changes in prices or other provisions prejudicial to the interests of the County or fair competition shall be permitted. The assigned unit price, when applicable, will be the prevailing decision when an extension price is in error. In place of correction, a low bidder establishing a non-judgmental material mistake of fact may be permitted to withdraw its bid if:

- i. The response was submitted in good faith;
- ii. The magnitude of the error made would make enforcement a severe hardship;
- iii. The miscalculation was not the result of gross negligence;
- iv. The error was reported immediately to the County.

v. It is not later than 24 hours after the competitive procurement opening, except that if the following day is not a business day for the county. In such case, a withdrawal may be made until 12:00 noon the next County business day.

C. All decisions to permit the correction or withdrawal of responses, or to cancel awards or contracts based on material mistakes, shall be supported by a written determination by the County Attorney.

13. *Evaluation of Invitations to Bid.*

A. In an invitation to bid process, the County may consider the following factors in addition to price when determining whether a bidder is responsive and responsible:

- i. Ability, capacity and skill of the bidder to perform the contract.
- ii. Whether the vendor can perform the contract within the time specified, without delay, interference, or conflict with current workload.
- iii. Character, integrity, reputation, judgment, experience and efficiency of the vendor.
- iv. Quality of performance of previous contracts.
- v. Previous and existing compliance by the vendor with laws and regulations relating to the contract.
- vi. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the product or service.
- viii. Quality, availability and adaptability of the supplies or contractual services to the particular use required.
- ix. Ability of the vendor to provide further maintenance and service for the use of the

subject of the contract.

- x. Number and scope of conditions attached to the bid or quote.
- xi. Qualifications of personnel, licensing and corporate qualifications.
- xii. Evidence of improper litigation.
- xiii. Use of one or more subcontractors with a record of poor performance.

B. For the purposes of this section, the County may consider evidence from the ten-year period preceding the subject bid.

C. In the event the lowest, responsive, responsible bid for a construction project exceeds the architectural or engineering cost estimates, the County Project Director is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, in order to bring the bid within the amount of available funds.

14. Evaluation of Requests for Proposals, Requests for Qualifications, and Invitations to Negotiate.

A. The County Project Director in conjunction with the County Attorney will evaluate proposals for responsiveness. All responses to a request for proposals, requests for qualifications and invitations to negotiate that are deemed to meet the basic requirements of the competitive procurement and have not been rejected shall be distributed to the selection committee for review in accordance with the established time frames outlined in the competitive procurement.

B. The selection committee shall consist of at least three persons appointed by the County Project Director. Eligible selection committee members include County employees, persons holding positions on advisory councils or committees appointed by the Board, employees of other government agencies, employees or associates of governmental support organizations and employees or associates of other support agencies (i.e., local planning councils, economic development councils, etc.) as determined by the County Project Director. Persons who are not County employees, may serve on a selection committee as either a voting member or as an advisory, non-voting member. Selection committees must not contain more than two members from the same County department or division. Selection committee members must be physically present at all meetings of the committee. Selection committee members must be free of conflicts and the appearance of conflicts.

C. The selection committee shall use an appropriate form, as approved by the County Project Director and/or County Attorney when evaluating responses and shall conduct its evaluation in accordance with the selection criteria outlined in the competitive procurement. Selection committee members must not seek additional information or perform independent research on vendors submitting proposals. Selection committee members must evaluate and score proposals individually and must not discuss proposals with other selection committee members outside of a duly noticed public meeting, unless otherwise exempt from F.S. § 286.011. The selection committee may hear presentations from all, or selected vendors based on the selection criteria outlined in the competitive procurement. Any presentations, ranking or shortlisting of responses shall be done at a duly noticed public meeting, unless otherwise exempt from F.S. § 286.011.

15. Notice of Intent to Award.

A. Once the successful vendor has been determined, the County Project Director and/or County Attorney shall prepare and post a notice of intent to award the competitive procurement.

B. The notice of intent to award shall be sent by electronic mail to the selected vendor and all responsive vendors to the competitive procurement within 24 hours of the determination. The notice of intent to award shall also be posted in the County administration building and on the County website within 24 hours of the determination.

C. Upon the distribution of the notice of intent to award to all responsive vendors, which shall be considered done once the notice is sent by the County, the time period for a procurement challenge shall begin to run.

16. *Notice of Award.*

A. After the challenge period has expired, the procurement shall be awarded with reasonable promptness by the entity authorized to approve the purchase. The notice of award shall be sent to the successful vendor.

B. The notice of award shall also be posted in the County administration building and on the County website. After conclusion of contract negotiations, all procurements will be formalized by entering into either a contract with the successful vendor or issuing a purchase order to the successful vendor, as described below.

17. *Contract (written contract).* A written contract is used when engaging in construction, purchase of goods and/or services where a purchase order is not adequate to describe all the terms and conditions and is required to be executed by both parties. A contract refers to a written document, between the supplier, contractor, and/or vendor and Holmes County. This document establishes the legal working relationship between two parties. It specifies everything that is to be provided: what, when, where, how much, how many, what size, what color, how delivered, where delivered, etc. It specifies how and when payments of goods and services are to be made, maintenance terms, guaranties, etc. The contract establishes in advance the ground rules of the terms and conditions. The Board must approve the written contract where applicable per this purchasing code.

18. *Purchase order.* A purchase order is the County's official legal document between the County and contractor, issued separately or in conjunction with a contract. A purchase order is used to authorize a vendor to proceed with the purchase of goods, services and/or construction as specified, and obligates the County for payment. The purchase order is used in support of other contracts or by itself to establish legal financial obligations. A purchase order may result from price research, informal quotations, sole source or competitive negotiations, or formal solicitation of bids. A purchase order shall be issued upon receipt of an acceptable, authorized requisition, after having justification, competitive quotes, and bids or per the purchasing policy limits and after confirming the availability of funding. A purchase order is issued only after a requisition has been completed and approved. The purchase order must be written so that all the pertinent information is clear, concise and complete, therefore preventing any unnecessary misunderstandings with the vendor.

19. *Change order or contract amendment.* A change order or contract amendment is processed whenever a change to the original agreement is necessary. Change orders or contract amendments are completed for modifications to scope, descriptions, unit cost, quantities, completion times etc. Change orders and contract amendments must be executed by the entity originally approving the purchase order or contract. Should the change order or contract amendment increase the total dollar amount such that the approval levels, change, then the change order or contract amendment will be required to be reapproved by the appropriate authority. Change orders and contract amendments shall not be used to avoid any standard purchasing procedure for procurement by the competitive procedures. The change order and contract amendment must be clearly and concisely defined as to the modifications and justification why the change is being requested.

20. *Bid bonds/deposits.* The County Project Director in conjunction with the County Attorney shall determine if bid bonds/deposits shall be prescribed. All contracts for construction or facility improvements

governed by 2 CFR § 200.325, shall require bid bonds/deposits in accordance therewith for such projects exceeding the simplified acquisition threshold in 2 CFR § 200.88. If required, a bid bond/deposit shall be for five percent of the amount of the bid. Unsuccessful bidders shall be entitled to full return of their bid bond/deposit. Upon determination by the board, the successful bidder shall forfeit this bid bond/deposit or a portion thereof, upon failure to enter into a contract or act on the purchase order issued within ten working days of the notice of award and presentation of a contract by the County, whichever occurs later.

21. *Contract negotiations.* Upon approval of the selection, the County Project Director, with the assistance of the County Attorney, if requested, will negotiate a contract with the top ranked vendor. Should the County Project Director be unable to negotiate a satisfactory contract with the top ranked vendor within a reasonable time, negotiations with that vendor shall be formally terminated by letter to the vendor. The Project Director shall then undertake negotiations with the second ranked vendor, if any. Failing to satisfactorily negotiate with the second most qualified vendor, the Project Director shall terminate negotiations by letter to the vendor. The Project Director or designee shall then undertake negotiations with the third ranked vendor, if any. Should the Project Director, or designee, be unable to negotiate a satisfactory contract with any of the selected vendors, the Project Director or designee shall, with the approval of the Board, select additional vendors from the original shortlist to continue negotiations or reissue the procurement. Once a satisfactory contract has been reached, the contract shall be presented for approval and execution by the appropriate authority. Upon execution by both parties, the notice to proceed shall be issued.

d. Procurement challenge.

1. Any procurement award recommendation may be challenged on the grounds of material irregularities in the procurement procedure, or material irregularities in the evaluation of the response. To initiate a challenge, the vendor must file a notice of intent to challenge the procurement in writing with the procurement office within 72 hours of posting of the notice of intent to award. A formal written procurement challenge shall be filed within five working days in the County Project Director's office after the date on which the notice of intent to challenge has been submitted. Failure to file a timely notice of intent to challenge or failure to file a timely formal written procurement challenge shall constitute a waiver of procurement challenge proceedings. Vendors who do not submit a legitimate response to the competitive procurement do not have standing to file a protest. Furthermore, vendors who would not be awarded the subject contract even if the protest were successful lack standing.

2. The notice of intent to challenge shall contain at a minimum: the name of the vendor, the vendor's address, e-mail address, fax number and phone number, the name of the vendor's representative to whom notices may be sent, the name and procurement number of the competitive procurement, and a brief factual summary of the basis of the intended challenge.

3. The formal written procurement challenge shall: identify the vendor and the competitive procurement involved, include a clear statement of the grounds on which the challenge is based, refer to the statutes, laws, ordinances, or other legal authorities which the vendor deems applicable to such grounds, and specifically request the relief to which the vendor deems itself entitled by application of such authorities to such grounds. The vendor shall mail a copy of the notice of challenge and the formal written challenge to the selected vendor. The Project Director shall, within ten working days of receipt of the formal written challenge, cause the challenge to be investigated. In the event the challenge is not resolved, the Board shall, within a reasonable time, be presented with the written challenge and the Project Director's decision to the challenge prior to award of the procurement. The procurement, which is the subject of the protest, shall not proceed until a final decision has been made, unless the Board decides that the contract must proceed without delay to protect substantial interest of the County.

4. Nothing herein relinquishes the County's rights to waive irregularities and formalities in

accordance with its procurement package and instructions. Further, nothing herein shall create any rights in the unsuccessful respondent. All decisions of the Board shall be final.

e. Exemption from competitive procurement.

1. The requirement for competitive procurement is waived for the purchase of the following unless the County determines that a competitive procurement is warranted for a specific purchase:

- A. All 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;
- B. Heavy equipment repairs;
- C. All purchases of used equipment having a value of \$30,000.00 or less; however, each such purchase shall be supported by one independent estimate of value;
- D. Cooperative purchasing;
- E. The purchase, lease, or rental of real property, except to the extent required by state law;
- F. Abstracts of titles for real property and title insurance;
- G. Sole source purchases;
- H. Public utility services whose rates are determined and controlled by the public service commission or other governmental authority, including but not limited to electricity, water, sewer, telephone and cable television services are exempt from the competitive procurement requirements;
- I. Consultant services, other than those regulated by F.S. § 287.055;
- J. Social services (e.g., burials and indigent patient services);
- K. Advertisements; postage; legal services, expert witnesses; court reporter services;
- L. Dues and memberships in trade or professional organizations; fees and costs of job-related seminars and training;
- M. Travel;
- N. Artists, music ensembles (bands) and other entertainment providers;
- O. Emergency purchases;
- P. Statutorily dictated procurements (such as medical examiners, forestry fire assessments, etc.);
- Q. Vehicle collision damage or County building damage covered by insurance claims; and

R. Other commodities, equipment or services, as determined by the Board.

2. The requirement for competitive procurement may be waived for the purchase of:

A. Single source purchases; and

B. Other commodities, equipment, or services, as determined by the Board.

f. Sole source.

1. The term "sole source" means that the commodity can be legally and reasonably purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole source purchase if, there is more than one potential supplier for that item. Use of brand names and model numbers does not constitute a sole source.

2. A contract may be awarded, except as otherwise provided for under state law, for a supply, service, material, equipment or construction item(s) without competition when the County Project Director, with the concurrence of the affected Department Head and the County Attorney, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service, equipment, or construction item(s).

3. Such awards will be made within the authorized procurement limits and Levels as identified in this policy. When a purchase exceeds the threshold amount for staff approval, the item will be placed on the agenda for Board approval and certification that the vendor has been determined to be a sole source.

4. The County shall be authorized, after initial sole source certification, to make additional purchases from the sole source vendor for not less than one year or until such time as contrary evidence is presented regarding sole source eligibility, whichever period is less.

g. Single source.

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

2. Purchases of goods and/or services from a single source may be exempted from the competitive procurement requirements upon confirmation that: (1) the use is justified based on costs or interchangeability factors; (2) the use is recommended by the project architect, engineer, or affected Department Head; (3) the rationale for single source is approved by the county coordinator. Such awards will be made within the authorized procurement limits.

3. When a purchase exceeds the threshold amount for staff approval, the item will be placed on the agenda for Board approval and certification that the vendor has been determined to be a single source.

4. The County Project Director shall be authorized, after the initial single source certification, to make additional purchases from the single source vendor for not less than one year or until such time as contrary evidence is presented regarding single source eligibility, whichever period is less.

h. Request for proposals (CCNA). The purpose of obtaining professional services is to offer to the County special expertise, practical experience, knowledge, resources and an objective outside professional opinion. The provisions and exemptions contained in F.S. § 287.055 (commonly known as the Consultants' Competitive Negotiation Act, "CCNA"), shall apply herein for the procurement of all professional architecture, engineering, landscape architecture, or registered surveying and mapping services for projects that exceed certain statutory dollar thresholds. For more information on the Consultants' Competitive Negotiation Act please refer to F.S. §§287.017 and 287.055.

i. Emergency procurement.

1. Emergencies under this section shall be as defined in Section V. Definitions of this policy, or as otherwise provided by applicable law.

2. Following all purchases under this emergency procurement section, a report shall be prepared by the Department Head who initiated the procurement and/or the Project Director. The report must include complete documentation clearly stating justification for exception from normal purchasing procedures, an itemization of all individual transactions relating to the emergency procurement, an itemization of any additional work hours above and beyond the affected employees' usual work schedule, and documentation of communication with other governmental entities (FEMA, SERT, etc.) that have taken place. This report must be submitted to the Board in concurrence with any ratification for payment items and retained by the Project Director as required by the records retention schedule.

3. In the case of emergencies that require the immediate purchase of commodities, equipment or services, the Project Director, or his designee, shall be empowered to secure such commodities, equipment, or services without competitive bidding. In this event, all measures as are reasonably possible under the circumstances shall be taken to assure the maximum cost benefit to the County of the commodities, equipment or services procured.

4. In addition, during non-business hours, a Department Head and/or the Project Director, is authorized to make purchases without complying with this procurement policy when an emergency arises and such immediate purchases are necessary to protect the health, safety, welfare, of the County or any of its citizens or to continue operations of the Department.

5. Documentation for emergency purchases pertaining to the above shall be submitted to the Project Director with a detailed explanation, and support materials attached if applicable, within five working days after the event occurred. Emergency purchases that meet the \$30,000.01 or greater amount shall be submitted to the Board for ratification.

j. Cooperative Procurement.

1. The Board shall have the authority to purchase from and join with other units of governments in cooperative purchasing ventures when the best interest of the County would be served thereby. It is standard policy of the County to cooperate with other government agencies in the purchase of commodities, equipment and services required by the County.

2. The most common form of cooperative purchasing is purchasing from contracts issued by the State of Florida, Federal General Services Administration, and other government pricing for specific commodities, equipment, and services.

3. When any other government agency has competitively procured and awarded any contract for

any commodities or service, Holmes County may purchase that commodity or service from the awarded vendor at the awarded price if the original bid specifications and award allow it. Where the public purchasing unit administering a cooperative purchase complies with the requirements of this purchasing policy, the County, when participating in such a purchase, shall be deemed to have complied with the provisions of this article. Such purchases shall be made without additional County competitive procurement if funding has been appropriated and approved by the Board and the purchase has been authorized by the person with signature authority.

4. Holmes County may bid and award the purchase of any commodities, equipment or services with the stipulation that any other government agency may also purchase the awarded product or service at the same awarded price.

5. Documentation requirements. The following documentation is the minimum required to use another government awarded contract.

A. *Florida contracts.* The Board is authorized to purchase commodities, equipment or services for any dollar amount from authorized vendors listed on the respective state contracts (state term continuing supply contracts, SNAPS agreements (state negotiated agreement price schedules), agreements resulting from invitations to negotiate (ITN), the Florida Sheriffs Association statewide purchasing contract, or other such contracts authorized by statute for use by local governments) of the Florida Department of Management Services, other state agencies and groups. For all cooperative procurements off state contracts, the required documentation includes:

- i. The current state contract number.
- ii. If the contract has fixed unit prices, a copy of the contract is required.
- iii. If the contract is a percent discount from list, then a copy of the original manufacturer's list price must be attached. This will usually be in a form of a published price list. If only some of the items on the contract are being sought, then only the pages with those prices are required.

B. *Federal GSA contracts.* The Board is authorized to purchase commodities, equipment or services for any dollar amount from authorized vendors listed on the eligible federal supply schedules issued by the Federal Grant Services Administration. For all cooperative procurements off federal GSA contracts, a copy of the GSA contract showing the contract name, number and contract term is required. The ordering information pages and the pages with the pricing are also required. If the contract is a percent discount from list, then a copy of the original manufacturer's list price must be attached. This will usually be in the form of a published price list. If only some of the items on the contract are being sought, then only the pages with those prices are required.

C. *Contracts from other government entities.* The Board shall have the authority to join with other units of government in cooperative purchasing ventures when the best interest of the County would be served thereby, and the same is in accordance with County and State law. The Project Director shall appropriately document such cooperative procurement arrangements. All cooperative procurements conducted under this section shall be through contracts awarded through full and open competition, including use of source selection methods equivalent to those required by this article. Each selection method shall clearly state the intention to include participation by other units of government as a requirement for use in cooperative procurement. For all cooperative procurements from other government entities, the required documentation includes:

- i. A complete copy of the original bid/RFP;
- ii. A copy of award letter/memo/agenda item with minutes by the government entity to the vendor to document award;
- iii. A complete copy of vendor's proposal; and

iv. A complete copy of the current contract with the vendor and any amendments thereto.

k. Receiving and Inspection.

A. It shall be the responsibility of each Department to have an individual, immediately upon receipt of a commodity or service, inspect that commodity or service to ensure that it meets the specifications as set forth in the contract. The person should inspect for proper quantities, proper quality, prompt delivery, and any damages. The receiving person should have available a copy of the contract for verification purposes. Any deviations should be immediately documented and sent to the supplier and to the County Project Director.

B. Signing a delivery slip does not necessarily constitute acceptance of an order. Any problems with an order should be documented and reported to the vendor as soon as possible to resolve the issue. Time is of the essence when dealing with problems on an order. If items received are damaged or defective, the Department receiving the commodities should not use the items and immediately notify the vendor and freight carrier for the corrective action. Failure to timely advise the vendor and/or freight carrier may limit your remedies. Also, if an item is delivered damaged, the receiving user has the responsibility to protect it and all packing materials from any further damage, and to make it available to the vendor and/or freight carrier for inspection.

C. When signing for services performed, sign only for what was actually performed. Never sign blank invoices or service tickets. Always insist that your Department receives a copy of the service/delivery ticket for the work performed.

l. Payment of invoice.

A. All payment requests shall be made on authorized forms, be accompanied by the original documentation, have proper signatures based on purchase conditions and amount and shall be date and time stamped when turned in. Goods or services must be received or performed before payment is requested. All payments to vendors shall be in accordance with the Florida Statutes "Prompt Payment Act", which governs payment for commodities, equipment and services by government agencies. It is imperative that all invoices are paid as promptly as possible.

B. It is the responsibility of the Department to request payment for commodities, equipment and services received and to attach all necessary documentation required to process payment. The finance department will provide instruction as needed on policies and procedures for processing payment requests.

C. A request to release a payment that has not been approved by the Board must be made in writing to the County Project Director and must include justification for the exception. The Project Director has discretion to approve or deny the request if good cause is shown. All approvals will be ratified by the Board at its next available meeting.

D. All purchases shall be made utilizing the County's tax-exempt certificate and number to exercise the County's tax-free benefit. A copy of the certificate may be obtained from the clerk or the County's administrative office.

m. Federal and state funded grant procurements. Consult with the County Project Director and the County Attorney concerning grant procurement requirements. For Federal and State grant funded projects, the County shall follow the procurement process required by the funding agency and grant agreement.

VIII. *Unauthorized Procurements.*

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

b. *Subdividing procurements.* Purchases, orders, or contracts that are subdivided to circumvent the requirements of this policy shall be considered unauthorized purchases and are prohibited.

IX. *Payment and Performance Bonds.*

a. The County Project Director, in conjunction with the County Attorney, shall determine if payment and performance bonds shall be required. All contracts for construction or repairs of public buildings and public works require payment and performance bonds in accordance with F.S. § 255.05. All contracts for construction or facility improvements governed by 2 CFR § 200.325, require payment and performance bonds in accordance therewith for such projects exceeding the simplified acquisition threshold in 2 CFR § 200.88. Any required bond(s) will be noted in the competitive procurement documents, if applicable. Vendors are not required to secure a surety bond from a specific agency or bonding company.

b. All contracts that require payment and performance bonds from a surety company shall require approval by the Board. Payment and performance bonds shall be at least 100 percent of the contract price. At the discretion of the Project Director or the Board, an entity entering into a contract that is for \$200,000.00 or less, may be exempted from executing payment and performance bonds.

c. A contractor or vendor shall provide a surety bond from a surety company authorized to do business in the State of Florida to guarantee the full and faithful performance of his contractual obligations and the payment of labor and material expended pursuant to the contract whenever and in such amounts as is deemed necessary by the County. Alternative surety devices, such as letters of credit, may be authorized by the Board.

X. *Suspension and Debarment.*

a. *Suspension and debarment.* As set forth below, the County Project Director may suspend or debar, for cause, the right of a vendor to be included on the County's vendor list. Any subsequent bid or proposal from that vendor during the pendency of such suspension or debarment shall be rejected by the county.

b. The County shall solicit offers from, award contracts to, and consent to subcontracts only with vendors known to be reliable, ethical and responsible. To that end, the suspension or debarment of vendors from County work that do not meet these criteria may be undertaken. The serious nature of suspension or debarment requires that such sanction be imposed only when it is in the public interest for the County's protection, and not for purposes of punishment. Such suspension or debarment shall be imposed in accordance with the procurement procedures.

c. Suspension or debarment applies to all officers, principals, directors, partners, qualifiers, divisions or other organizational elements of the suspended or debarred vendor. The suspension or debarment applies to any existing affiliates of the vendor if they are specifically named and are given written notice of the proposed suspension or debarment and an opportunity to respond.

d. *Suspension.* A vendor may be suspended based upon the following:

1. Failure to fully comply with the conditions, specifications, or terms of a contract with the County.
2. Failure to fulfill a bid, proposal or quote upon award.
3. Commission of any misrepresentation in connection with a bid, quotation or proposal.

4. 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. If charges are dismissed or the vendor is found not guilty, the suspensions shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the County.

5. 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 may affect the responsibility as a county government contractor. If charges are dismissed or the vendor is found not guilty, the suspensions shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the County.

6. Vendor becomes insolvent, proceedings in bankruptcy regarding the vendor are filed or, vendor compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.

7. Commission of any act or omission to perform any act which is grounds for debarment.

8. Any other cause the Project Director determines to be compelling as to materially and adversely affect the responsibility of a vendor as a County government contractor, including but not limited to, suspension by another governmental entity.

9. Violation of the ethical standards set forth in local, state or federal law.

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

1. Repeated failure to fully comply with the conditions, specifications, or terms of a contract with the County.

2. Repeated failure to fulfill a bid, proposal, or quote upon award.

3. Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses associated with the vendor's commercial enterprise. If the conviction or judgment is dismissed through the appellate process, the debarment shall be removed immediately upon written notification and court disposition from the vendor to the County.

4. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with the County.

f. *Effect of suspension and debarment.* The County shall not solicit offers from, award contracts to, or consent to subcontracts with suspended or debarred vendors, unless the Project Director determines that an emergency exists justifying such action and obtains approval from the Board. Such vendors are also excluded from conducting business with the County as agents, representatives, subcontractors, or partners of other vendors.

g. *Contract provision.* All proposed County contracts shall incorporate this provision and specify that suspension or debarment may constitute grounds for termination of such contracts.

h. *Suspension and Debarment process.* The following procedures shall be utilized for the suspension or debarment of a vendor:

1. The County Department requesting the suspension or debarment shall submit to the Project Director a written complaint which shall state with specificity the facts supporting such a request for suspension or debarment and shall identify a recommended suspension or debarment period.

2. The Project Director shall review the complaint, verify whether it is compliant with the provisions of this article, direct any appropriate changes and forward the complaint to the vendor.

3. The vendor shall review the complaint and provide a written response, with supporting documentation, to each allegation. The response shall be provided to the Project Director within ten business days of receipt of the complaint. In the event the vendor fails to respond to the complaint within the prescribed time period, the complaint, as forwarded to the vendor, shall become an effective suspension or debarment decision without further appeal.

4. In the event the vendor files a timely and complete response to the complaint, the Project Director shall determine whether the vendor should be suspended or debarred and, if applicable, the time period for such suspension. The Project Director's decision shall be based on the facts set forth in the complaint, the vendor's response and the parameters set forth in this article.

5. If the vendor chooses to appeal the Project Director's determination, the vendor shall have three business days to file an appeal to the Board. At its next available meeting, the Board shall review the suspension or debarment record compiled by the Project Director and the vendor. If the original decision to suspend or debar is determined to be proper and justified, the vendor shall be suspended or debarred.

i. *Suspension or debarment period.*

1. *Suspension.* The County Project Director, or the Board in the case of an appeal, shall determine the period of suspension. Such period shall be commensurate with the severity of the cause(s). At the conclusion of the suspension period, the vendor shall automatically be reinstated to the status of active vendor and be eligible to submit bids, proposals, quotes, or otherwise conduct business with the County.

2. *Debarment.* The period of debarment shall remain in effect until the vendor is reinstated to the status of active vendor.

3. *Reinstatement.* A suspended or debarred vendor may appeal for reinstatement at any time during the suspension or debarment period based on one or more of the following reasons:

- A. Newly discovered material evidence;
- B. A reversal of the conviction, civil judgment or other action upon which the suspension or debarment was based;
- C. Bona fide change in ownership or management;
- D. Elimination of other causes for which the suspension or debarment was imposed; or
- E. Other reasons that the Board deems appropriate.

4. *Appeal for reinstatement.* The vendor's appeal for reinstatement shall be based on one or more of the aforementioned reasons. The Project Director, with the assistance of the affected Department Head, shall have 30 days from receipt of such appeal to submit a written response thereto. The matter will be presented to the Board for a final determination.

XI. *Conflict of interest.*

a. No elected official, employee, or agent of the County shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved.

b. Such a conflict would arise when the elected official, employee, or agent, or his or her immediate family has a financial or other interest in the firm selected or considered for award or any other circumstance concerning the selection, award or administration of any contract that would violate the standards of conduct in F.S.

§112.313. The County's elected official, employees, or agents shall neither solicit nor accept gratuities, favors, or anything, regardless of value, from contractors, potential contractors, or parties to sub-agreements.

c. Violations of these standards of conduct may result in disciplinary action as set forth in F.S. § 112.317, provided that such disciplinary action does not conflict with the jurisdiction of the State of Florida Commission on Ethics.

XII. *Public Records and Public Meetings.*

a. Public records.

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

2. Official records and documents shall be retained per the requirements set forth in the Florida State Statutes regarding records retention.

b. Public meetings.

1. The County is governed by the state public meeting laws as provided in F.S. § 286.011. Any meetings of the Board where presentations, rankings, short listings, or other award decisions are to be made shall be done at a duly noticed public meeting, unless otherwise exempt from F.S. § 286.011.

2. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive procurement, at which a vendor makes an oral presentation as part of a competitive procurement, or at which a vendor answers questions as part of a competitive procurement is exempt from F.S. § 286.011.

3. A complete recording shall be made of any meeting, or portions thereof, that are exempt from state public meeting laws. The recording of, and any records presented at, the exempt meeting are exempt from F.S. § 119.07(1), until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs first.

XIII. *Grants.*

a. 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 County's purchasing policy and they require special purchasing procedures. It is the responsibility of the using Department to identify any special purchasing requirements or provisions, notify the Project Director's office of them, and to ensure that all requirements are followed.

b. Unless otherwise specified in the grant, all grant purchases shall follow the County's purchasing policy.

c. The provisions of 2 CFR 200 and Rule 73C-23, F.A.C. are hereby incorporated herein by reference and shall be applicable to procurements funded pursuant to a grant agreement governed by those provisions.

XIV. *Federal Procurements.*

a. When property or services are procured using funds derived from a Federal grant or agreement (whether direct to the County or "pass-through" from another entity such as the State), the County is required to and will follow the Federal procurement standards in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Sections 200.213 and 200.317 through 200.326.

b. All federal procurements must be conducted in a manner that provides full and open competition.

c. It is the responsibility of the requesting Department to notify the Project Director whether federal funds will be used on any particular project and of any special conditions that are imposed upon the County through such federal funding.

d. The County shall use the same procedures as otherwise contained in this procurement policy to the extent that they do not conflict with the Federal procurement standards. The requirements of 2 C.F.R. Sections 200.213 and 200.317 through 200.326 will apply in the case of a conflict. Applicable Davis-Bacon wage determinations shall be submitted by the requesting Department together with technical specifications. Departments should ensure that Federal grant requirements do not prohibit the use of previously-awarded vendors.

e. The following additional procedures shall apply:

1. Equipment

A. Management and disposition of equipment purchased with funds deriving from Federal grants shall be in accordance with 2 C.F.R. 41 Section 200.313.

B. All property acquired must be used for federally authorized purposes until project funding ceases or until the property is no longer needed for the project, and shall not be encumbered without approval of the federal awarding agency.

C. Property will be managed and disposed of as follows:

i. Property records will be maintained that include a description of all federally funded equipment, a serial number, the source of funding including the FAIN, record of title, the date of acquisition, the cost, the percentage of Federal participation in the purchase, the property location, use and condition, and the ultimate disposition of the property.

ii. A physical inventory of the property will be taken and the results reconciled once every two (2) years.

iii. The County's existing and customary property control system will be utilized to ensure against loss, damage or theft.

iv. Property authorized for sale shall be sold in a manner ensuring the highest possible return.

v. Surplus property no longer needed for its original purpose may be used for other federally supported activities.

vi. The County may sell or otherwise dispose of federally funded equipment with a current fair market value under \$5,000 in accordance with its customary surplus property processes.

vii. The County will request permission from the Federal granting entity prior to disposal of equipment with a current fair market value over \$5,000.

2. Conflicts of Interest in Federal Procurements All County employees and officers are subject to the provisions of the Code of Ethics for Public Officers and Employees (Sections 112.311, Florida Statutes); the Conflict-of-Interest provisions in this Manual and the provisions governing Federal conflicts of interest outlined herein.

A. For Federal procurements, no employee, officer, or agent of the County may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

B. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated above has a financial or other interest in, or a tangible personal benefit from a firm considered for a contract.

C. Except as limited by County Policy, officers, employees, and agents of the County may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

D. Any potential conflicts of interest must be disclosed, in a timely manner and in writing, to the Federal awarding or pass-through agency.

E. In addition to the penalties provided in the Florida Statutes, a violation of any provision of the Code of Ethics for Public Officers and Employees; or this section, may subject an employee to disciplinary action up to and including discharge from employment.

3. Suspension and Debarment in Federal Procurements. The County is subject to the debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

A. The County may not enter into an agreement for property or services with an entity or person who has been disqualified (suspended or debarred) from participation in Federal programs or activities, unless the Federal granting agency grants an exception.

B. The County shall take reasonable steps to determine whether any vendor, contractor or consultant is or has been excluded or disqualified from participating in such transaction. Prior to awarding any bid, the Project Director and/or grants coordinator shall check with SAMS EPLS to ensure that the bidder or subcontractors, if applicable, are not disbarred or suspended from working with federally funded contracts.

C. The County shall include a provision in all agreements requiring contractors, vendors or consultants to comply with Part 180 when entering into covered transactions with subcontractors, sub-vendors and subconsultants, etc.

D. The County shall comply with all reporting requirements as mandated by the Federal granting agency.

XV. Local Preference Procurement

a. Purpose. To establish procedures for giving preference to local vendors of goods and services and to local contractors for public works and construction projects.

b. Findings. The Board finds that it is in the best interest of the people of Holmes County for the County to purchase goods and services from local vendors and to contract with local contractors for public works and construction projects. Such purchases and contracts will benefit the economy of Holmes County, increase job opportunities for the people of Holmes County, and generate additional tax revenues within Holmes County.

c. Definition: The term Holmes County Entity means any business:

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

d. Notice.

1. Any procurement for purchases \$30,000.01 or more by the County to which the provisions of this Section are being applied shall contain a statement as to whether or not a local preference will be used in the evaluation and award of that purchase.

2. For County purchases \$30,000.00 or less, it is the Vendor's responsibility to request Local Preference by submitting a completed Local Preference Affidavit with its quotation.

e. Preference for Quotes and in Bidding. The local preference policy shall be implemented in the following manner:

1. When Formal Written Quotes (more than \$5,000 and less than \$30,000.01) are received, and the lowest price is offered by an entity located outside of Holmes County, and a price is offered by a Holmes County Entity, and it is within five (5) percent of the lowest price offered, then the Holmes County Entity shall be given the opportunity to match the lowest price offered. If the Holmes County Entity agrees to match the lowest price, the Holmes County Entity will be awarded the Quote if the Holmes County Entity is otherwise fully qualified and meets all Board requirements.

2. When sealed Bids are received that do not exceed \$250,000.00 and the lowest price is offered by an entity located outside of Holmes County, and a price is offered by a Holmes County Entity, and it is within five (5) percent of the lowest price offered, then the Holmes County Entity shall be given the opportunity to match the lowest price offered. If the Holmes County Entity agrees to match the lowest price, the Holmes County Entity will be awarded the Bid if the Holmes County Entity is otherwise fully qualified and meets all Board requirements.

3. When sealed Bids are received that are more than \$250,000.00 but do not exceed \$1,000,000.00, and the lowest price is offered by an entity located outside of Holmes County, and a price is offered by a Holmes County Entity and it is within four (4) percent of the lowest price offered, then the Holmes County Entity shall be given the opportunity to match the lowest price offered. If the Holmes County Entity agrees to match lowest price, the Holmes County Entity will be awarded the Bid if the Holmes County Entity is otherwise fully qualified and meets all Board requirements.

4. When sealed Bids are received that are more than \$1,000,000.00 but do not exceed \$2,000,000.00, and the lowest price is offered by an entity located outside of Holmes County, and a price is offered by a Holmes County Entity and it is within three (3) percent of the lowest price offered, then the Holmes County Entity shall be given the opportunity to match the lowest price offered. If the Holmes County Entity agrees to match the lowest price, the Holmes County Entity will be awarded the Bid if the Holmes County Entity is otherwise fully qualified and meets all Board requirements.

5. When sealed Bids are received that are more than \$2,000,000.00, and the lowest price is offered by an entity located outside of Holmes County, and a price is offered by a Holmes County Entity and it is within two (2) percent of the lowest price offered, then the Holmes County Entity shall be given the opportunity to match the lowest price offered. If the Holmes County Entity agrees to match the lowest price is reached, the Holmes County Entity will be awarded the Bid if the Holmes County Entity is otherwise fully qualified and meets all Board requirements.

6. If more than one Holmes County Entity earns the opportunity to match the lowest price offered by an entity located outside of Holmes County, the Holmes County Entity with the next lowest price will be given the opportunity to match the lowest price first, and then the second closest price and so on.

7. For all instances in 1 through 6 above, where there are two Holmes County Entities where their original prices offered are tied as the second lowest, and they have both agreed to match the lowest price offered, they will be given the opportunity to submit a second sealed bid within a seven-day deadline, which will be opened in a publicly noticed meeting.

f. Preference in Proposal (Request for Proposals). For procurement in which a Request for Proposals is

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

g. Affidavit of Certification.

1. Any vendor claiming to be a Holmes County Entity shall deliver a written affidavit to County Administration. The affidavit shall certify, that the business meets the definition of a Holmes County Entity, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury.

2. It is the responsibility of any vendor claiming to be a Holmes County Entity to include a copy of its affidavit with its Quote, Bid or Proposal.

3. County Administration shall verify the accuracy of any such affidavit when determining whether a vendor meets the definition of a Holmes County Entity.

h. Exceptions to Local Preference Policy.

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

A. Purchases or contracts which are funded, in whole or part, by assistance of any federal, state or local agency that disallows local preference.

B. Purchases or contracts that are funded, in whole or part, by a governmental entity and the laws, regulations or policies governing such funding prohibit application of local preference.

C. Goods or services purchased under a cooperative purchasing agreement, state contract or interlocal agreement.

D. Contracts for professional services, procurement of which is subject to the Consultants' Competitive Negotiation Act (CCNA) or subject to any competitive consultant selection policy or procedure adopted or utilized by the Board.

E. Purchases made or contracts let under emergency situations or for litigation related legal services.

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

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

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

with small and minority businesses, women's business enterprises, and labor surplus area firms).

a. Purpose: The purposes of the Minority and Women-Owned Business Enterprise and Small Business Enterprise Program (W/MBE's) is to effectively communicate Holmes County procurement and contracting opportunities through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises and small business enterprises in a competitive environment.

b. Policy: It shall be the policy of the Board that W/MBE's may be given preference in the procurement process, after local vendors were given preference, unless otherwise prohibited or waived by the County Project Director.

c. Notice.

1. Any procurement for purchases \$30,000.01 or more by the County to which the provisions of this Section are being applied shall contain a statement that a vendor preference will be used in the evaluation and award of that purchase.

2. For County purchases \$30,000.00 or less, it is the Vendor's responsibility to request W/MBE Preference by submitting a copy of its certificate with its quotation.

d. Preference for Quotes and in Bidding (Invitations to Bid). The vendor preference policy shall be implemented in the following manner:

1. When Formal Written Quotes (more than \$5,000 and less than \$30,000.01) are received, and the lowest price is offered by a non-women or non-minority business enterprise located outside of Holmes County, and the next lowest price is offered by a women or minority business enterprise that is within five (5) percent of the lowest price offered, then the women or minority business enterprise shall be given the opportunity to match the lowest price offered. If the W/MBE Vendor agrees to match the lowest price is reached, the W/MBE Vendor will be awarded the Quote if the W/MBE Vendor is otherwise fully qualified and meets all Board requirements.

2. When sealed Bids are received that do not exceed \$250,000.00 and the lowest price is offered by a non-women or non-minority business enterprise located outside of Holmes County, and the next lowest price is offered by a women or minority business enterprise that is within five (5) percent of the lowest price offered, then the women or minority business enterprise shall be given the opportunity to match the lowest price offered. If the W/MBE Vendor agrees to match the lowest price is reached, the W/MBE Vendor will be awarded the Quote if the W/MBE Vendor is otherwise fully qualified and meets all Board requirements.

3. When sealed Bids are received that are more than \$250,000.00 but do not exceed \$1,000,000.00 and the lowest price is offered by a non-women or non-minority business enterprise located outside of Holmes County, and the next lowest price is offered by a women or minority business enterprise that is within four (4) percent of the lowest price offered, then the women or minority business enterprise shall be given the opportunity to match the lowest price offered. If the W/MBE Vendor agrees to match the lowest price is reached, the W/MBE Vendor will be awarded the Quote if the W/MBE Vendor is otherwise fully qualified and meets all Board requirements.

4. When sealed Bids are received that are more than \$1,000,000.00 but do not exceed \$2,000,000.00 and the lowest price is offered by a non-women or non-minority business enterprise located outside of Holmes County, and the next lowest price is offered by a women or minority business enterprise that is within three (3) percent of the lowest price offered, then the women or minority business enterprise shall be given the opportunity to match the lowest price offered. If the W/MBE Vendor agrees to match the lowest price is reached, the W/MBE

Vendor will be awarded the Quote if the W/MBE Vendor is otherwise fully qualified and meets all Board requirements.

5. When sealed Bids are received that are more than \$2,000,000.00 and the lowest price is offered by a non-women or non-minority business enterprise located outside of Holmes County, and the next lowest price is offered by a women or minority business enterprise that is within two (2) percent of the lowest price offered, then the women or minority business enterprise shall be given the opportunity to match the lowest price offered. If the W/MBE Vendor agrees to match the lowest price is reached, the W/MBE Vendor will be awarded the Quote if the W/MBE Vendor is otherwise fully qualified and meets all Board requirements.

6. If more than one W/MBE Vendor earn the opportunity to match the lowest price offered by a non-W/MBE Vendor, the W/MBE Vendor with the next lowest price will be given the opportunity to match the lowest price first, and then the second closest price and so on.

7. For all instances in 1 through 6 above, where there are two W/MBE Vendors, where their original prices offered are tied as the second lowest, and they have both agreed to match the lowest price offered, they will be given the opportunity to submit a second sealed bid within a seven-day deadline, which will be opened in a publicly noticed meeting.

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

f. Certification.

1. Any vendor claiming to be a W/MBE shall deliver adequate certification to County Administration.

2. It is the responsibility of any vendor claiming to be a W/MBE to include a copy of its certification with its Quote, Bid or Proposal.

3. County Administration shall verify the accuracy of any such certifications when determining whether a vendor meets the definition of a W/MBE.

g. Other County Efforts: Holmes County will take all other affirmative steps necessary to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These other affirmative efforts shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; and

2. Assuring that small and minority owned businesses, and women business enterprises are solicited whenever they are potential sources, to include utilizing FDOT directories to notify certified MWSBE firms of procurement opportunities in Holmes County; and

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the small business administration, the minority business development agency of the department of commerce; and

6. Requiring the prime contractor, if subcontractors are to be used, to take the affirmative steps listed in paragraphs b.1. through b.5. of this Section.

h. Exceptions to the W/MBE Preference Policy.

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

A. Purchases or contracts which are funded, in whole or part, by assistance of any federal, state or local agency, which disallows a W/MBE vendor preference.

B. Purchases or contracts which are funded, in whole or part, by a governmental entity and the laws, regulations or policies governing such funding prohibit application of such preference.

C. Goods or services purchased under a cooperative purchasing agreement, state contract or interlocal agreement.

D. Contracts for professional services, procurement of which is subject to the Consultants' Competitive Negotiation Act (CCNA) or subject to any competitive consultant selection policy or procedure adopted or utilized by the Board of County Commissioners.

E. Purchases made or contracts let under emergency situations, or for litigation related legal services.

2. Application of the W/MBE vendor preference to a particular purchase may be waived upon written justification to and approval by the County Project Director.

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

4. The W/MBE vendor preference established in this policy does not prohibit the Board from giving any other preference permitted by law, in addition to the W/MBE vendor preference authorized in this policy.

5. This policy in no way supersedes the Local Preference Policy, as set forth above.