

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS



Procurement Procedures Manual

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FORWARD

This Procurement Manual serves as the basis for procurement procedures for Alachua County and is authorized by the Alachua County Procurement Code adopted by the Board of County Commissioners. This Procurement Manual is to provide understanding of the processes, duties, and responsibilities of both Procurement and the requesting departments in the procurement process. The Procurement Manual also provides a foundation for effective, consistent, and complete consideration of all aspects of the procurement task with the expected result being a positive, professional relationship between the employees of Alachua County and the suppliers who serve our needs.

The procurement function involves the acquisition of commodities, services and construction at the lowest possible cost and best value consistent with the quality needed to meet the required standards established and approved by the Board of County Commissioners. This act is the sole responsibility of the Procurement Manager. Our goal is the promotion of the best interest of Alachua County through intelligent action and fair dealings. This will result in obtaining maximum savings for the County.

The objectives of Procurement are as follows:

- A. To deal fairly and equitably with all vendors seeking to do business with Alachua County.
- B. Provide professional services for all departments and users within the County.
- C. Assure adherence to all laws, regulations, code, and procedures related to procurement.
- D. Procure supplies, services, and construction from capable vendors at the lowest price, consistent with the quality, performance and delivery requirements of the County, and to maximize competition for all procurements of the County.
- E. Obtain maximum savings through innovative buying, application of value analysis techniques combined with user's volumes to streamline like purchases.
- F. Administer the contracting function with internal efficiency.

The Board of County Commissioners of Alachua County, Florida, recognizes centralized procurement as a necessary function of effective government, and declares that it shall be the responsibility of the Procurement Manager to provide a combined centralized and decentralized procurement program to purchase all supplies, services, and construction. The County's Procurement serves all the departments under the Board of County Commissioners and assists any agency of the County and any constitutional office that requests assistance in Procurement services. The basic objective of the procurement process is to obtain the best total value consistent with operational needs, while maintaining fair and open competition.

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Procurement Manager

SECTION 1.....	1
GENERAL PROVISIONS.....	1
1.101 PURPOSE.....	1
1.102 PUBLIC PROCUREMENT.....	1
1.103 PROCUREMENT MISSION	1
1.104 RESPONSIBILITIES AND FUNCTIONS.....	1
1.105 PROCUREMENT RELATIONS WITH DEPARTMENTS	2
1.106 VENDOR RELATIONS.....	2
1.107 VENDOR PERFORMANCE EVALUATIONS	3
SECTION 2.....	4
ADMINISTRATIVE MATTERS	4
2.101 PROCUREMENT OPERATIONS.....	4
2.102 APPLICABILITY.....	4
2.103 REQUEST FOR PRICING.....	4
2.104 PROCUREMENT MANUAL APPROVAL AND CHANGES.....	4
2.105 REQUIREMENT OF GOOD FAITH.....	4
2.106 EQUAL OPPORTUNITY	4
2.107 CREDIT APPLICATIONS.....	4
2.108 AUTHORITY AND APPROVAL THRESHOLDS.....	5
SECTION 3.....	6
SOURCE SELECTION	6
3.101 GENERALLY.....	6
3.102 EXEMPTIONS FROM PURCHASE ORDERS	6
3.103 EXEMPTIONS FROM THE SOURCE SELECTION PROCESS	7
3.104 PROCUREMENT CARD (P-CARD) PROGRAM.....	8
3.105 EMERGENCY PURCHASES.....	8
3.106 SINGLE/SOLE SOURCE PURCHASES	9
3.107 PURCHASES OF LESS THAN THE FORMAL BID LIMIT.....	11
3.108 GENERAL REQUIREMENTS/FORMAL SOLICITATIONS.....	12
3.109 FORMAL BID SOLICITATION PROCESS – BIDS/RFPs.....	16

3.1010	ALTERNATIVE/OTHER SOURCE SELECTION	21
3.1011	VEHICLE PURCHASES.....	22
3.1012	COMPUTER EQUIPMENT PURCHASES	22
SECTION 4.....		23
SPECIFICATIONS		23
4.101	GENERAL PURPOSE AND POLICY	23
SECTION 5.....		24
PROCUREMENT OF INFRASTRUCTURE FACILITIES AND CONSTRUCTION SERVICES		24
PART A – DEFINITIONS.....		24
5.101	DEFINITIONS OF TERMS USED IN THIS SECTION.....	24
PART B – CONTRACTING FOR INFRASTRUCTURE FACILITIES AND SERVICES.....		25
5.201	PROJECT DELIVERY METHODS AUTHORIZED.....	25
5.202	SOURCE SELECTION METHODS ASSIGNED TO PROJECT DELIVERY METHODS.....	26
5.203	ACQUISITION OF PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, OR SURVEYING AND MAPPING SERVICES;.....	26
PART C – BONDS, INSURANCE, GUARANTEES		26
5.301	BID SECURITY	26
5.302	CONTRACT PERFORMANCE AND PAYMENT BONDS	27
5.303	BOND FORMS AND COPIES	27
5.304	ERRORS AND OMISSIONS INSURANCE.....	27
5.305	OTHER FORMS OF SECURITY	27
SECTION 6.....		29
PURCHASE ORDER REQUEST – PURCHASE ORDERS.....		29
6.101	PURCHASE ORDER REQUEST	29
6.102	PURCHASE ORDER	29
6.103	CHANGE ORDER REQUEST	29
6.104	PURCHASE ORDER FLOW.....	29
6.105	TERMS AND CONDITIONS	29
6.106	RECEIVING REPORT.....	29
6.107	APPROVAL PROCESS FOR ALL PURCHASE ORDERS	30

SECTION 7.....	31
CONTRACTS.....	31
PART A – CONTRACT ADMINISTRATION.....	31
7.101 PURPOSE.....	31
7.102 USE OF CONTRACTS	31
7.103 DURATION OF CONTRACTS.....	31
7.104 CONTRACT CLAUSES AND THEIR ADMINISTRATION	31
7.105 CONTRACT AMENDMENTS.....	32
7.106 ASSIGNMENTS OF CONTRACTS.....	32
PART B – CONTRACTS SPECIFIC TO INFRASTRUCTURE, FACILITIES AND CONSTRUCTION SERVICES OUTLINED IN SECTION 5.....	33
7.201 DEFINITIONS.....	33
7.202 CHANGES TO WORK	33
PART C – CONTRACT PROCEDURES.....	34
7.301 CONTRACT PROCEDURES	34
SECTION 8.....	37
PROCESSING OF SPECIAL REQUESTS	37
8.101 UNAUTHORIZED PURCHASES AND SPECIAL PAY REQUESTS	37
8.102 PETTY CASH PROCEDURES.....	37
8.103 STANDARDIZATION OF COUNTY PRINTING REQUIREMENTS.....	37
8.104 SURPLUS PROPERTY.....	38
SECTION 9.....	40
LEGAL AND CONTRACTUAL REMEDIES	40
PART A – PROCUREMENT PROTESTS.....	40
9.101 PROTESTS AND APPEALS OF SOLICITATIONS AND AWARDS	40
PART B – SOLICITATIONS OR AWARDS IN VIOLATION OF LAW	43
9.201 APPLICABILITY OF THIS PART.....	43
9.202 REMEDIES PRIOR TO AN AWARD.....	43
9.203 REMEDIES AFTER AN AWARD	43
PART C - AUTHORITY TO SUSPEND OR DEBAR	43

9.301	SUSPENSION OR DEBARMENT	43
SECTION 10	.....	46
INTERGOVERNMENTAL RELATIONS	.....	46
PART A – COOPERATIVE PURCHASING	.....	46
10.201	COOPERATIVE PURCHASING AUTHORIZED	46
10.202	PIGGYBACKING.....	46
SECTION 11	.....	47
ETHICS	.....	47
11.101	GENERAL STANDARDS OF ETHICAL CONDUCT	47
11.102	REMEDIES	47
SECTION 12	.....	48
RENTAL CAR PROCEDURES	.....	48
12.101	PURPOSE	48
SECTION 13	.....	49
SMALL BUSINESS ENTERPRISE PROGRAM	.....	49
SECTION 14	.....	50
ALACHUA COUNTY GOVERNMENT MINIMUM WAGE	.....	50
SECTION 15	.....	51
GLOSSARY	.....	51
15.101	DEFINITIONS	51
SECTION 16	.....	56
SUPPLEMENTAL RESOURCES	.....	56
SECTION 17	.....	57
EXHIBITS	.....	57
EXHIBIT A	.....	58
VENDOR PERFORMANCE FORM	.....	58
EXHIBIT B	.....	59
PROCUREMENT CARD PROCEDURES	.....	59
EXHIBIT C	.....	86
EMERGENCY CERTIFICATION FORM	.....	86

EXHIBIT D.....	87
SOLE SOURCE CERTIFICATION.....	87
EXHIBIT E.....	88
SPECIFICATION WRITING.....	88
EXHIBIT F.....	91
PROCUREMENT INFORMATION REQUIREMENT.....	91
(ANNUAL/NON- CONSTRUCTION).....	91
EXHIBIT F.....	92
PROCUREMENT INFORMATION REQUIREMENT.....	92
(GENERAL – CAPITAL CONSTRUCTION).....	92
EXHIBIT G.....	93
SAMPLE OF DEPARTMENT RECOMMENDATION.....	93
EXHIBIT H.....	94
SAMPLE PROPOSED AWARD RECOMMENDATION.....	94
EXHIBIT I.....	95
SAMPLE EVALUATION TEAM MEMO.....	95
EXHIBIT J.....	96
PURCHASE ORDER FLOW.....	96
EXHIBIT J.....	98
BLANKET PURCHASE ORDER FLOW.....	98
CONTRACT ENCUMBERANCE FLOW.....	101
EXHIBIT K.....	104
CHANGE ORDER FLOW.....	104
EXHIBIT L.....	107
ALACHUA COUNTY RES 94-34.....	107
EXHIBIT M.....	111
ALACHUA COUNTY CLERK TO THE BOARD FINANCIAL PROCEDURES.....	111
EXHIBIT N.....	114
NIGP CODE OF ETHICS.....	114
EXHIBIT O.....	115

LIST OF FLORIDA PROCUREMENT STATUTES APPLICABLE TO COUNTIES115

EXHIBIT P.....117

CONTRACTUAL INDEMNIFICATION BY THE COUNTY117

EXHIBIT Q.....119

REVISED SIGNATURE GUIDELINES.....119

SECTION 1

GENERAL PROVISIONS

1.101 PURPOSE

The purpose of this Manual is to set forth and implement procedure governing the procurement of supplies, services and construction. All personnel charged with responsibility for procuring supplies, services and construction must be familiar with the procedures set forth herein. The practices and procedures incorporated within shall:

- Provide a combined centralized and decentralized procurement program encompassing nationally approved principles and practices.
- Be reviewed thoughtfully and regularly, to ensure the utility of procurement statutes and for periodic modifications for improvements that will enhance the efficiency and effectiveness of the procurement function.
- Promote and encourage ethical management and efficiency in County procurement procedures.

Procurement presents this Manual to promote understanding by employees, vendors and the public regarding the procurement of supplies, services and construction on behalf of the County.

1.102 PUBLIC PROCUREMENT

Procurement in the public sector is the process through which the County acquires supplies, services and construction. The terms “Procurement” and “Purchasing” are used interchangeably. However, “Purchasing” is only one of the three stages of the procurement cycle.

The three (3) stages of procurement are:

- (1) Planning and Scheduling: Procurement activities to meet program and budgetary objectives;
- (2) Source Selection (Purchasing): the process through which solicitations are issued, advertisements run, vendors selected, and supplies, services or construction is received; and
- (3) Contract Administration: Enforcement of the terms of the purchase agreement or contract and payment of invoices.

1.103 PROCUREMENT MISSION

To facilitate a fair, proactive, streamlined and competitive procurement process that will control cost to Alachua County, as well as its citizens.

1.104 RESPONSIBILITIES AND FUNCTIONS

Procurement serves all the departments under the Board of County Commissioners and assists any Constitutional Officer that requests assistance in Procurement.

The primary objectives are:

- (1) To provide a professional procurement operation comprised of highly qualified personnel.
- (2) To procure the highest quality of supplies, services and construction in such a manner that the maximum value will be obtained for the money expended without sacrificing the desirable control and principle of sound procurement practices.
- (3) To promote an understanding of sound Procurement procedures throughout all the departments of the County.

- (4) Encourage competition and endeavor to obtain as full and open competition as possible on all purchases.
- (5) To ensure the fair and equitable treatment of all persons participating in the County's procurement process.
- (6) Promote the establishment of standardized specifications for use by all departments in acquiring, supplies, services and construction.
- (7) Consolidate purchases of like or common items, when possible, to maintain the maximum economic benefit.
- (8) To exchange ideas and information with other public Procurement agencies.
- (9) To provide leadership and professional growth to the staff within Procurement.
- (10) To ensure compliance with the County's Procurement Code including the County's Small Business Enterprise (SBE) and Local Government Minimum Wage (GMW) programs.

1.105 PROCUREMENT RELATIONS WITH DEPARTMENTS

Cooperation and understanding between management, departments, project managers and contract administrators are essential in the effective operation of Procurement.

Procurement will establish and maintain close contact with other departments to meet their needs and requirements and anticipate any future needs. It must be emphasized that in most instances, Procurement does not determine the requirements for a particular purchase but will be responsible for determining the applicable procurement type to meet the particular needs.

In cases where technical equipment, specifications, plans or design are involved, the department will develop the specifications. Procurement will ensure that the final solicitation document is coordinated with the requesting department prior to the issuance of a solicitation, purchase order or contract.

During communication with salespersons, **no one shall commit** to preference for any product or service or give any information regarding performance or price which might in any way compromise or obligate the Board of County Commissioners or Procurement.

Any pricing or specific information received from vendors relative to any good or service under consideration for purchase **must not be divulged until after a purchase order or contract has been awarded**, except when State regulations or County laws make such disclosures permissible.

The Procurement Manager or designee will periodically present a procurement seminar for County Departments. Seminars shall aid County personnel in gaining a better understanding of the operation of Procurement. The seminar material may cover but is not limited to state and federal requirements, procurement regulations, Board policy, emergency and single/sole source procurements, change orders, procurement cards and contracts.

1.106 VENDOR RELATIONS

We strive to maintain strong enduring relationships with vendors of proven ability and with a desire to meet our needs. To accomplish this, our Procurement activities will be conducted so that vendors will value our business and make every effort to furnish our requirements based on quality, service and price.

All vendors submitting bids or proposals in response to a solicitation shall abide by the black-out period as established in [Section 11.101\(3\)\(c\)](#) of this Manual. All vendors must be afforded equal opportunities to compete. No bid shopping shall be permitted; i.e., no one shall obtain pricing from a vendor and request other vendors to meet or beat the disclosed price. This restriction shall not apply to reverse auctioneering.

New sources of supply will be given due consideration because multiple sources of supply are necessary to ensure competition, continuity of supply and availability of materials.

The County will buy only from suppliers who have adequate financial strength, high ethical standards, and a record of adhering to specifications, maintaining shipping promises and giving a full measure of service.

The Procurement Manager shall act as the County representative on all matters pertaining to Procurement.

A vendor may be suspended or disbarred if the vendor does not fulfill their obligation to the County as per [SECTION 9](#) of this Manual.

1.107 VENDOR PERFORMANCE EVALUATIONS

It is important that information be recorded about specific vendor performance on any Purchase Order, Contract or Bid solicitation. Procurement will solicit useful constructive evaluations from all departments, especially personnel assigned to handle purchasing transactions and the receipts thereof. The information provided by the departments will be useful for Procurement to monitor and to stimulate vendor activities and performance. Department personnel should utilize the Vendor Performance Evaluation Form, in [Exhibit A](#).

SECTION 2

ADMINISTRATIVE MATTERS

2.101 PROCUREMENT OPERATIONS

Procurement operates under the direction of the Assistant County Manager, Budget and Fiscal Services. Procurement shall be administered by the position of Procurement Manager. Any authority and duties implied or delegated to the Procurement Manager in this Manual are subject to the oversight and final determination of the County Manager or the County Manager's Designee.

2.102 APPLICABILITY

Procedures set forth in this Manual shall apply to every Procurement except as otherwise stated herein, of the Alachua County Board of County Commissioners or any Governmental Body under the control or supervision of said Board acting in any capacity. Wherever conflicts exist between these operating procedures and the Procurement Code, the Code will prevail.

Procedures set forth in this Manual shall apply to all employees acting as agents of the Board for the purpose of procurement of supplies, services or construction. Any employee who expends County funds:

(a) for personal use; (b) without the approval of his/her department head or supervisor; (c) without being authorized to act as an agent of the County; and/or (d) without following the procedures as set forth by the Code or this Manual shall be subject to disciplinary actions.

2.103 REQUEST FOR PRICING

All requests for prices and all purchases must be made by Procurement unless otherwise permitted herein. In some instances, however, it may be necessary for the vendors to see the equipment and/or inspect the site, to prepare a price quotation and therefore, the Procurement Manager may through the Procurement Agent, designate in writing the Department User/s as the person/s responsible for obtaining the prices. The Department will submit the necessary paperwork to Procurement and the Procurement Agent will solicit and award to the lowest most responsive and responsible bidder.

2.104 PROCUREMENT MANUAL APPROVAL AND CHANGES

Consistent with the provisions of the Alachua County Procurement Code, the County Manager may adopt operational procedures governing the functions of Procurement and all Using Agencies as related to the Procurement needs of the County.

The Procurement Manager shall have authority to make any grammar, spelling, and/or punctuation changes for clarification or easier interpretation of corrections and change exhibits, forms, as needed providing no policy(s) is/are affected by the change(s).

2.105 REQUIREMENT OF GOOD FAITH

Any County Employees involved in the negotiation, performance or administration of any County procurement shall act in good faith on the County's behalf.

2.106 EQUAL OPPORTUNITY

Procurement shall be responsible for ensuring the procurement of supplies, services and construction are in a manner that affords all responsible businesses a fair and equal opportunity to compete.

2.107 CREDIT APPLICATIONS

An application to vendors for credit shall be processed by Procurement in coordination with Finance and Accounting. Neither the Procurement Manager nor any employee of the County shall be required to execute a vendor's credit application that requires a "personal guaranty" to a vendor.

2.108 AUTHORITY AND APPROVAL THRESHOLDS

The County Manager or designee shall have the authority to approve and award bids/solicitations and to approve, execute and modify all Purchase Orders, Contracts, Contract Amendments and Contract Renewals in the amount of \$50,000.00 or less.

Concurrently the Procurement Manager shall have the authority to approve and award bids/solicitations and to approve, execute and modify all Purchase Orders, in the amount of \$50,000.00 or less. This authority is further delegated to procurement staff as follows:

Procurement Supervisor shall have the authority to approve Purchase Orders in the amount of \$35,000.00 or less.

Procurement Agents shall have the authority to approve Purchase Orders in the amount of \$20,000.00 or less.

SECTION 3

SOURCE SELECTION

3.101 GENERALLY

Unless otherwise required by the Florida Statutes or exempted by the Procurement Code, Procurements shall be awarded by one of the following methods. When a Procurement involves an expenditure of state or federal assistance or Contract funds, state or federal laws and Regulations which are mandatory and applicable shall supersede and control over any provision of this Code that are inconsistent with said state or federal laws and Regulations.

3.102 EXEMPTIONS FROM PURCHASE ORDERS

Unless otherwise required by Florida Statutes or Regulation, the following Supplies, Services, and Construction need not be procured through Procurement, and may be paid through a Procurement Card, reimbursement or check request directly to the Alachua County Clerk of the Court and are not subject to limitations identified in [SECTION 2.108](#) (Authority and Approval Thresholds) of this Manual, but shall nevertheless be procured as set forth with procedures set forth herein and within Board appropriated funds. A Purchase Order may be required for any Purchase Order exempt item which shall be subject to the limitations identified in [SECTION 2.108](#) (Authority and Approval Thresholds) of this Manual.

- (1) Purchases of perishable items such as fresh vegetables, fruit, fish, meat, eggs, and milk;
- (2) Administrative hearing officer services;
- (3) Advertisements to include but not limited to, radio, newspapers, magazines, professional organizations, trade shows, television, websites and any other related media;
- (4) Airline tickets;
- (5) Brokerage and Actuarial services;
- (6) Cable TV, 2-way radio contracts, county-wide phone system and internet services;
- (7) Cellular telephone services in accordance with the County's cellular telephone policies and procedures;
- (8) College tuition, educational fees and materials;
- (9) Court orders and other court ordered disbursements;
- (10) Court reporter services;
- (11) Expert witness fees and/or services; also includes travel in accordance with Florida Statutes;
- (12) Instructors, lecturers, presenters and trainers' fees and materials;
- (13) Insurance;
- (14) Interpreter services;
- (15) Membership dues;
- (16) Notary public applications;
- (17) Petty cash purchases in accordance with established County Procedures;
- (18) Purchases of \$3,500.00 or less;

- (19) Purchases covered by approved public purpose statements in accordance with established County procedures;
- (20) Social Services indigent care through a Board adopted program;
- (21) Subscriptions, subscription renewals, audio, audio disk, audio tape, video, video disk, video tape, film, books, e-books periodicals or similar materials;
- (22) Travel expense in accordance with the County's travel policy and procedures;
- (23) Refunds;
- (24) Utility Bills. All purchases of services from a utility whose rates are determined and controlled by the public service commission of the state or other governmental authority; this includes routine overhead costs such as natural gas, electricity, water, phone and recurring garbage collection.

3.103 EXEMPTIONS FROM THE SOURCE SELECTION PROCESS

Unless otherwise required by Florida Statutes, the following supplies, services, and construction need not be procured through the Source Selection Process identified in [SECTION 3](#). A competitive procurement process for any exempt item may be required.

- (1) All exempt purchases as identified in [SECTION 3.102](#) (Exemptions from Purchase Orders);
- (2) All supplies or services purchased at a price established by the Florida Department of Management Services, or at a price equal to or less than the price established by the state agency;
- (3) All supplies or services, purchased from another unit of government;
- (4) All purchases of real property;
- (5) All purchases of used equipment having a value greater than \$3,500.00; however, each such purchase shall be supported by one independent equipment appraisal report and an equipment appraisal report from the County's Fleet Manager justifying that the price of the equipment is in the best interest of the County.
- (6) Supplies, services or construction purchased under an annual or other time contract;
- (7) Professional services as defined in, and procured according. to [§287.055, Florida Statutes](#), commonly referred to as the "Consultants Competitive Negotiation Act";
- (8) Medical services;
- (9) Legal services;
- (10) All professional services that are not required to be procured in accordance with [§287.055, Florida Statutes](#), and whose estimated cost does not exceed \$50,000.00;
- (11) Owner Direct Purchases (ODP);
- (12) Procurement of supplies or services under contract with federal, state, or municipal governments or any other governmental agency or political subdivision provided the vendor extends the same terms and conditions of the contract to the County;
- (13) Procurement of supplies or services under contract with cooperatives, including cooperatives that the County participates in accordance with [Article 10, Section 22.10-201](#) (Cooperative Purchasing Authorized) of the [Procurement Code](#), providing the vendor extends the same terms and conditions of the Contract to the County;
- (14) Ambulance billing;

- (15) Artistic services and works of art;
- (16) Emergency procurements in accordance with [SECTION 3.105](#) (Emergency Purchases) of this Manual;
- (17) Lobbying services;
- (18) Odd-lots and closeout materials;
- (19) Postage;
- (20) Purchases made with a County issued credit card in accordance with the Procurement Card Program policies and procedures;
- (21) Purchases of supplies or services from a non-profit organization or charitable youth organization made in accordance with [§255.60](#), Florida Statutes;
- (22) Software packages for computers approved by the County's Information and Telecommunications Services Department;
- (23) Test items when it is probable that such purchases will result in formulating future bid specifications for such items;
- (24) Title searches/title insurance;
- (25) Veterinarian services;
- (26) Recovered materials as defined in [§403.703\(28\)](#), Florida Statutes, as may be amended from time to time;
- (27) Single Source procurements in accordance with [SECTION 3.106](#) of this Manual.
- (28) Sole Source procurements in accordance with [SECTION 3.106](#) of this Manual.

3.104 PROCUREMENT CARD (P-CARD) PROGRAM

The Procurement Card Program is designed to allow rapid purchase of low-dollar goods and services while simultaneously reducing paperwork and handling costs associated with the procurement process. Refer to the Procurement Card Procedures in [Exhibit B](#).

3.105 EMERGENCY PURCHASES

- (1) During a state of emergency, the requirements of this Manual shall be waived for procurements made pursuant to authority provided by section [27.10 of the Alachua County Code](#).
- (2) Notwithstanding any other provision of the Procurement Code, the County Manager, Deputy County Manager, Assistant County Manager, Procurement Manager or Department Director may make or authorize others to make Emergency Procurements when there is an unexpected and urgent request where there is a reasonable risk of harm to public health, welfare and safety; to protect the assets of the County; to ensure compliance with contractual or legal deadlines; or to maintain operational effectiveness or efficiency of the County, which shall be considered to also mean those situations where the operation of a division or department would be seriously impaired if immediate action were not taken.
- (3) Emergency purchases are costly and should be kept to a minimum. The Procurement Manager shall have authority to waive competition requirements when the nature of the emergency dictates such action. The following procedures shall govern:
 - (a) The Director shall contact Procurement and relate the emergency condition.

- (b) The Director shall prepare an Emergency Certification Form [Exhibit C](#), complete a POR, and present the same to Procurement.
- (c) Procurement shall obtain the best possible purchase price for the item and/or service needed by the quickest possible means. Where feasible, an attempt will be made to obtain three (3) quotes.
- (d) Where the emergency occurs after normal working hours, on weekends or holidays, and any delay would be detrimental to Alachua County, then the Department Director shall initiate the emergency purchase. Procurement shall be notified of this purchase including the POR number by 5:00 p.m. on the next business day, for issuance of confirming order.
- (e) Emergencies during business hours. Directors seeking an emergency purchase order shall have the following approval authorizations:
 - i. In the case of a purchase of \$50,000.00 or less, either the County Manager, the Procurement Manager, or their designee.
 - ii. In the case of a purchase over \$50,000.00 the by the County Manager, the Procurement Manager, or their designee and the Chairperson of the BOCC. These purchases shall then be presented to the Board of County Commissioners on a "For Information Only" basis, at the next scheduled meeting following the purchase order posting.
 - iii. Procurement will process as an "Emergency POR" and a copy of the approved Emergency Certification Form and pricing shall be included with the POR.

Note: Poor Planning does not constitute an emergency. Procurement will endeavor to process all requirements in an expeditious manner, but will assign priorities to legitimate emergencies over "planning" emergencies.

3.106 SINGLE/SOLE SOURCE PURCHASES

- (1) A determination of Single/Sole Source (as defined in Section 15, "Glossary") may be approved by the Procurement Manager after conducting a good faith review of available sources, which demonstrates there is only one source for the required supply, service, or item.
- (2) A record of the Single/Sole Source shall be maintained by the Procurement Manager.
- (3) A Single/Sole Source procurement involving purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility shall be governed by Florida Statutes.
- (4) Some examples of generally accepted Single/Sole Source purchases:
 - (a) Purchase is made to the original manufacturer or provider not available through distributors.
 - (b) Only area distributor of the original manufacturer and no other distributor may sell within the Alachua County geographical area.
 - (c) Proprietary Item/Service
 - (d) Parts/Equipment not interchangeable with similar parts from another manufacturer (compatibility).
 - (e) Parts/Equipment are required as part of an ongoing standardization process.

- (f)* A different brand, make or specification would be incompatible with currently owned equipment or systems.
 - (g)* Only known item that will meet the specialized needs of the department or perform the intended function.
 - (h)* No other source can meet the County's requirements (a specific reason must be cited).
 - (i)* The commodity or service may be available from more than one source but there are advantages to the County for choosing that vendor such as qualifications, past experience, uniqueness, location or timeliness.
- (5)* All request for Single/Sole Source purchases must be supported by the Single/Source Certification Form [Exhibit D](#) signed by the Department Director, including a quote and a letter from the vendor or manufacturer.
- (6)* Procurement will endeavor to negotiate the best price for the item or service being purchased and the Department may be required to participate in such negotiations.
- (7)* The Procurement Manager shall review and have authority to approve Single/Sole Source purchase requests up to and including \$50,000.00 Single/Sole Source purchases requests above \$50,000.00, once approved by the Procurement Manager, shall be presented to the Board of County Commission for approval. Action by the Board shall be final.
- (8)* Single/Sole Source purchase requests above \$50,000.00, a Notice of Intent to Single/Sole Source shall be posted for at least 7 business days. The Notice will include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.
- (9)* If there is no vendor response, the Single/Sole Source Certification becomes effective and the Procurement Manager will approve the Single/Sole Source Certification and prepare an agenda item for Board approval.
- (10)* If there is a vendor response, the Procurement Manager will evaluate the response and determine in writing whether or not it rebuts the Single/Sole Source Certification. If it does not rebut the request, the County will proceed with the Single/Sole Source process. If it does rebut the request, the purchase will proceed to a solicitation.
- (11)* Additional Purchases - After the initial Single/Sole Source Certification, additional Purchases may be made from the Single/Sole Source vendor as long as the Single/Sole Source Certification remains valid.
- (12)* An approved Single/Sole Source Certification shall be renewed every three (3) years or until such time as contrary evidence is presented regarding Single/Sole Source eligibility, whichever period is less.
- (13)* The Single/Sole Source Certification may be extended after 3 years without posting a Notice of Intent to Single/Sole Source when approved by the Procurement Manager. Examples of allowable extensions but not limited to:
 - (a)* Standardization that was approved based on a solicitation.
 - (b)* When the historical use of a product dictates the continuation of the same product.

(c) The product is still under warranty from the original purchase including an extended warranty.

3.107 PURCHASES OF LESS THAN THE FORMAL BID LIMIT

Expenditures for any procurement having an estimated value of less than \$50,000.00 may be made in accordance with the following procedures. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this procedure. The County certifies SBE for use in the procurement process and maintains an electronic list of SBEs. Procurement and the Departments are encouraged to utilize this list in their procurement activities [Small Business Directory](#).

(1) Single Quote/Purchases under \$3,500.00

A single quote may be obtained to purchase goods or services in the amount of \$3,500.00 or less. The requesting department may request that the vendor provide a quote containing all details of the purchase, i.e., date of delivery, freight cost, discounts, warranty, etc. If the vendor is required to deliver on County owned property than insurance may also be required. It is suggested that, when time allows, requesting departments agencies may obtain competitive quotes, either written or by telephone, to ensure that the user agency is getting the best value for the County.

Note: The processing timeframe is five (5) business days after the POR is received in Procurement.

(2) Purchases greater than \$3,500.00 up to and including \$25,000.00.

REQUIREMENT: Two quotes and where time permits, and it is deemed to be cost effective, additional price quotes may be obtained.

Note: Processing Timeframe is ten (10) business days after the POR is received in Procurement.

(a) Process

- i.* Department submits POR attaching the two quotes that the Department obtained from the vendors.
- ii.* Procurement reviews the POR for compliance and ensures that the quotes obtained meet specifications. Additional quotes or verification of quotes may be obtained by procurement as deemed appropriate.
- iii.* Procurement will award the POR to the lowest most responsive and responsible bidder meeting specifications.

(3) Purchases greater than \$25,000.00 up to and including \$50,000.00

REQUIREMENT: Three quotes and where time permits, and it is deemed to be cost effective, additional price quotes may be obtained.

Note: Processing Timeframe is fourteen (14) business days after the POR receipt in Procurement.

(a) Process

- i.* Department submits POR attaching the three (3) quotes that the Department obtained from the vendor.
- ii.* Procurement reviews the POR for compliance and ensures that the quotes obtained meet specifications. Additional quotes or verification of quotes may be obtained by procurement as deemed appropriate.
- iii.* Procurement will award the POR to the lowest most responsive and responsible bidder meeting specifications.

3.108 GENERAL REQUIREMENTS/FORMAL SOLICITATIONS

The procurement of supplies, services and construction with an annual cost requirement that exceeds the formal bid limit of \$50,000.00 must be competitively solicited unless otherwise exempted herein or by the [Alachua County Procurement Code](#).

(1) **Adequate Competition**

It is the responsibility of Procurement to ensure that an adequate number of bidders are solicited for every requirement to achieve optimum competition. This responsibility includes selecting other advertising methods when sources may be limited.

(2) **Basic Considerations**

The bid specifications of the solicitation is critical for the success of the procurement and should be in accordance with [SECTION 4](#) of this Manual.

(3) **Public Notice**

Unless specific notice requirements are imposed by Florida Statute, in which case those specific notice requirements shall be followed, adequate public notice of the solicitation shall be given a reasonable time prior to the solicitation opening date. Generally, the minimum time shall be 14 calendar days from the date the advertisement is publicly advertised/posted. When special requirements exist, the Procurement Manager may lengthen or shorten the solicitation time, but in no case shall the time period be shortened if it will reduce competition. Solicitations that exceed the formal bid limit set forth in this Manual shall be published through electronic media at least one (1) week before the deadline of receipt of proposals. The Procurement Manager may authorize a waiver of public notice upon written determination that unique circumstances call for a quick procurement.

(4) **Solicitation Content**

The solicitation, at a minimum, include the following:

- (a) Instructions and information to bidders concerning the location where the bid document can be secured; the submission requirements (furnished by Procurement) including the time and closing date; the location of which the submissions are to be delivered and the place of the solicitation opening.
- (b) The project description (furnished by the user agency), basis of award, delivery or performance schedule and inspection and acceptance requirements;
- (c) The contract terms and conditions, including warranty and bonding or security requirements when applicable.

(5) **Multiple or Alternate Bids**

Bidders are encouraged to submit alternate (or substitute) bids in addition to the primary bid as long as it meets the full form, fit and function of the bid specifications. The County shall be the sole judge of the equivalence. The alternate bid must be clearly identified separate from the primary bid submitted.

If the solicitation prohibits multiple or alternate bids, the multiple or alternate bids shall be rejected, and a clearly indicated base bid will be considered for award as though it were the only bid or offer submitted by the bidder.

(6) **Receipt of Bids**

Bids shall be received through the County's electronic platform unless the solicitation requires a hard copy submittal.

If hard copy submittals are required then upon receipt, each bid shall be date/time stamped by machine or by hand and shall be stored in a secure place until bid opening time. Bids shall not be opened upon receipt, with the exception of bids that must be opened in order to identify those bids

that cannot be visibly identified by the information on the envelope. If bids are opened for identification purposes only, they shall be opened and resealed in the presence of a witness and documented as such on the front of the envelope. Bids shall be received, secured and protected until the specific due date.

(7) **Bid Opening**

The bid opening shall be held publicly via in person or an electronic meeting unless the solicitation requires a hard copy submission. Bids for construction or repairs of County buildings or bid projects that include State or Federal funding shall follow guidelines imposed by the funding authority.

(8) **No Late Bids Accepted**

Any bid received after the time and date/time stated in the bid solicitation whether hard copy or electronic shall be considered late and shall be rejected.

(9) **Bid Tabulations**

After the bid opening, Procurement shall verify all information received on the bid form for accuracy. If a mathematical error is detected or any other information is not clear, the Procurement Manager or designee shall contact the authorized representative of the vendor to advise the vendor of the error and get authorization to make the correction. The Procurement Director or designee may also ask for clarification on any of the information submitted as part of the bid, including but not limited to, warranty and delivery, manufacturer/make/model or alternate bids. If an error has been made by a bidder that will create hardship for the bidder, and if it obviously is a mistake, the bidder shall be allowed to withdraw the bid upon receipt of a written request to do so. The written request should be addressed to the Procurement Manager and should give the specifics of the mistake. Under no circumstances shall a vendor be allowed to change the bid submitted. Procurement will then tabulate the bid results listing bids from the lowest responsive bid to the highest bid, including alternate bids received.

(10) **Confidential Data**

The Procurement Manager or designee shall examine all bids to determine the validity of any requests for nondisclosure of trade secrets or other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Manager shall inform the bidder in writing what portions of the bid will be disclosed. The Procurement Manager may confer with the County Attorney's Office for validation of the confidentiality of the documents.

(11) **Only One Bid Received**

If only one (1) responsive bid is received in response to the ITB, an award may be made to the single contractor if the Procurement Manager finds that (1) the price(s) submitted are fair and reasonable, (2) other prospective bidders had access to notice of the ITB and reasonable time to respond, or (3) there is not adequate time for re-solicitation. Otherwise, the bid may be rejected and new bids may be solicited, the proposed procurement may be canceled; or if the Procurement Manager and using department Director determine that the price of the sole bid is not fair and reasonable, and that re-solicitation would likely be futile, discussions may be entered into with the sole bidder.

(12) **Bid Evaluation**

All products or services shall be evaluated against the requirements stated in the County's solicitation. In addition to price, the following factors may be considered in evaluating any bid response: delivery date after receipt of order, cash discounts, warranties (type/length), future availability, results of product testing, local service, cost of maintenance agreements, future trade-in value or availability of re-purchase agreement, availability of training courses, financial terms,

space limitations, esthetics, adaptability to environment, cost of operation (if any), or safety and health features relating to regulatory codes or requirements.

(13) Bid Evaluation - Product Acceptability

The ITB may require the submission of bid samples, descriptive literature, technical data, or other material necessary to determine product acceptability. The acceptability evaluation is not conducted for the purpose of determining whether a bidder's item is superior to another, but only to determine whether a bidder's offering will meet the County's needs as set forth in the ITB. Any bidder's offering which does not meet acceptability requirements shall be rejected as nonresponsive.

(14) Award

The Procurement Manager, or designee, shall make any recommendation for award to the Board. The resulting contract of purchase or other expenditure shall be in the form of a purchase order/contract to the lowest responsive and responsible bidder and a contract of sale shall be awarded to the highest responsible bidder whose bid meets the requirements and the criterion set forth in the ITB and is determined to be in the best interest of the County. A recommendation for award is a collaborative effort between the using agency and the Procurement Manager assisting with the ITB. Evaluation of all the information submitted by the vendor must be documented.

The Procurement Manager in collaboration with the using agency may determine to recommend to the Board whole or partial awards. The Procurement Manager may reject all bids if prices are determined to be unreasonably high or unrealistically low. If funds are not available to award a contract, the solicitation may be canceled or the using agency may choose to re-scope the project and resolicit bids, as may be determined to be in the best interest of the County.

(15) Lowest Bid

A recommendation for award based on the lowest bid must be made if that bid meets all the specifications as outlined in the ITB, with no exceptions. If the lowest bidder takes exception(s) to the specifications, but is within tolerance and meets the form, fit and function of the merchandise required as well as delivery date required, warranty and all other ITB requirements, it is considered the low bid and should be recommended for award. However, the lowest dollar bidder is not required to be recommended for award if it:

- (a) Does not meet all the specifications as outlined in the ITB. • Takes exception to any of the specifications that are not acceptable (as defined above)
- (b) Cannot meet acceptable delivery requirements.
- (c) Has shipping costs that make the overall total cost higher than the next low bid.
- (d) Has an unacceptable warranty limitation(s).
- (e) Has past documented history by the using agency, by reference(s) or in the Procurement file of poor quality, delivery or other information that would affect the operation of the using agency.

(16) Lowest Responsive Bid (Best Value)

Evaluation of all the bids received must indicate that upon award the County shall realize the best value. When the low dollar bid has been eliminated due to one of the above referenced factors, the next low dollar bid will be evaluated in accordance with the same procedures. The bidder who submits a bid that, when all factors have been evaluated, may meet all the requirements, but is not

the lowest dollar bid, may be recommended for award of the bid as the low responsive, responsible bidder.

(17) Award Process

A using department shall provide the Procurement Manager with a letter of recommendation for recommending the lowest responsive, responsible bidder.

Procurement will issue the County's Proposed Award Decision (Intent to Award) notification and publicize the intent to award on the County's web-site and electronic bid platform. Any bidder who is not the attended awardee and who claims to be the rightful awardee may file a bid award protest. The award protest must be received by the Procurement Manager no later than 3:00 PM on the fourth (4) business day after the intent to award was posted.

Once the bid protest window is closed then Procurement will work with the using Department to have the item placed on the next available board meeting.

If bid deposits are required, Procurement will retain the bid deposits of the three (3) lowest bidders until a contract is executed; the bid deposits of other bidders should be returned within ten (10) calendar days of the bid opening. Upon execution of a Purchase Order or Contract, the bonds of the two remaining unsuccessful Bidders shall be returned. The Bid Bond of the successful Bidder shall be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

(18) Low Tie Bids

Tie bids are low responsive bids from responsible bidders that are identical in price and which meet all the requirements and criteria set forth in the ITB. In the event of a tie bid between a local vendor and an out of town vendor, award shall be made to the local vendor if all factors, including price, quality, terms, and delivery are determined to be equal, if not disallowed to do so by the funding source. If there is no local bidder or more than one local bidder, at the discretion of the using agency, award shall be made if possible by methods including split orders, rotations, or if not possible to make split or rotational awards, then drawing of lots will be used to determine the award. However, if an award for a procurement is being made using Federal, State or other Grant funds, no preference shall be given to firms based on geographical location unless it is allowed by the funding source.

(19) Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written correspondence from an authorized representative of the bidder, delivered to Procurement prior to the date/time set for bid opening. When hard copy submittals are required, the correspondence shall be on the bidder's stationery delivered in a sealed envelope indicating "modification" or "withdrawal" and including the bid number/name thereon.

(20) Withdrawal of Bid after Opening, But Prior to Award

No bid may be withdrawn or contract negated unless the bidder or contractor can establish that the bid or contract contains mistakes, despite the exercise by the bidder or contractor of reasonable care. The test of reasonable care shall be that: • the mistake relates to a material feature of the contract; • the mistake occurred despite the exercise of reasonable care; and • withdrawal is deemed by the Procurement Manager to be in the best interest of the County and approved by the Board.

(21) Minor Informalities/Irregularities in Bids

A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired. If the

Procurement Manager determines that the bid submitted contains a minor informality or irregularity, then he/she either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, or waive the deficiency, whichever is to the advantage of the County. In no event will the bidder be allowed to change the bid amount.

Examples of minor informalities or irregularities include, but are not limited to, the following:

- Bidder fails to return the number of copies of signed bids required by the ITB.
- Bidder fails to sign the bid, but only if the unsigned bid is accompanied by other material evidence that indicates the bidder's intention to be bound by the unsigned bid (such as bid bond or signed cover letter which references the bid number or title and amount of bid).
- Bidder fails to acknowledge an addendum/amendment - this may be considered a minor informality only if the amendment, which was not acknowledged, is insignificant and involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality or delivery of the item or services bid upon.

(22) Mistakes in Bids - Confirmation of Bid

When it appears from a review of the bid that a mistake has been made, the Procurement Manager or designee shall be responsible for requesting the bidder to confirm the bid in writing. Situations in which the confirmation should be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. If the bidder alleges mistake, the bidder may request that the bid be withdrawn. Bidders may request in writing to the Procurement Manager that they be allowed to correct a mistake in their bid; however, the mistake has to be apparent and substantiated by evidence provided by the bidder that the mistake was valid. The Procurement Manager shall evaluate the request and make a determination in writing as to whether the correction of the mistake is allowed. Further, bidders shall not be allowed to make a correction(s) other than apparent typographical errors if the correction(s) would displace another bidder.

(23) Pre-Bid Conferences

Pre-bid conference is a meeting of potential bidders, Procurement and the using department. The pre-bid conference will be conducted by Procurement for the purpose of explaining the procurement requirements and the using department will address the bid specifications. Notice of a pre-bid conference shall be stated in the solicitation document.

(24) Addenda/Amendments to Invitations to Bid

Amendments to a solicitation shall be identified as such and may require that the bidder acknowledge receipt of all amendments issued. The amendment shall reference the portions of the solicitation it amends.

3.109 FORMAL BID SOLICITATION PROCESS – BIDs/RFPs

Public Posting for a minimum two weeks or as required by Florida Statutes.

Exceptions: From above bidding requirements such as: state contract bids, single-source purchases, emergency purchases, and cooperative purchases. Florida Statutes exemptions, i.e. land for public, etc.

This type of solicitation is used when it has been determined by the Procurement Manager that the use of competitive sealed bidding is either not practical or advantageous to the County to obtain specified types of supplies, services, and construction, or when only a performance specification or general scope specification is available.

For Capital Improvement Projects, make sure all account codes, project numbers and budget allocations are completed prior to formal solicitation.

Note: The solicitation processing timeframe is normally twelve weeks after the POR is received in Procurement.

(1) Invitation to Bid (ITB)

(a) Department Develop the Scope of Service (SOS): (Department)

- i. Department develops the technical specification, non-technical specification, plans, and payables [Exhibit E](#) and any other applicable documents required to effectively complete the scope.
- ii. The requesting department is responsible for complying with contractor licensing and permitting requirements and should be included in the specifications when applicable.
- iii. Department may procure the SOS through Annual Bid.
- iv. If you choose to use an Annual Bid, a quote from the primary vendor is required, if they are unable to perform the work, move to the secondary vendor as necessary.
- v. Justification will need to be attached as back-up as to why the primary vendor was not used.
- vi. The Annual vendor should provide you with technical specifications, non-technical specifications, payables, plans and any other applicable documents required to effectively complete the SOS.

(b) Purchase Order Request (POR): (Department/Fiscal Services)

- i. Submit a POR to the fiscal support staff to enter into the county financial system. Send the project number, account codes and a brief description on the work being requested to encumber the allocated funds. The Bid Solicitation Process does not start until this step is complete unless approved by the Procurement Manager.

(c) Prepare and Complete Procurement Documents: (Department)

- i. Review, approve and submit the SOS documents to Procurement. Detail the funding source and other applicable restrictions or requirements that apply. Also complete the Procurement Checklist [Exhibit F](#).
- ii. Required Documents:
 1. Procurement Checklist
 2. Bid Form (Payables)
 3. Technical Specification
- iii. Additional Documents (if applicable)
 1. Non-technical Specifications
 2. Plans
 3. Supplemental/Known Vendor List
 4. Utility Work Schedules
 5. FDOT/FHWA/FEMA

(d) Review the Checklist, Upload Documents and Draft the Sample Contract: (Procurement)

- i. Procurement reviews the submitted SOS and verifies that a POR has been entered.
- ii. The procurement agent uploads all documents into the BID solicitation folder for the merge process.
- iii. The required documents are sent to Contracts (if applicable), excluding the BID Form, to draft the sample contract.
- iv. Contracts creates the agreement using the required documents in the Contract Software. During this process, the department along with legal reviews the contract and approves the draft contract for solicitation.
- v. Once all approvals are completed in the Contract Software, a Draft PDF of the Contract is sent out with the Procurement Solicitation.
- vi. Sample Agreements may be used in the solicitation process.

(e) Merge and Route the BID Solicitation Package: (Procurement)

- i. Use the uploaded documents to merge all the required information into the Procurement Boilerplate. Establish the Advertisement dates, Pre-Bid Meetings and submittal deadline. Attach the Bid Form and Draft the Contract to make one complete Bid Package for Solicitation.
 - ii. Procurement searches for Local Vendors and checks the Alachua County SBE list for any supplemental vendors and contacts the department for additional supplemental vendors.
 - iii. The Bid is routed to the Department, Contracts, Risk Management, and any other agency for final approval.
- (f) Post, Receive and Evaluate BID Responses: (Procurement)
- i. Post the BID Package electronically and advertise. Addendum questions shall be received and answered by procurement, then posted electronically.
 - ii. Receive the Submittals (open to the public) via in person or electronic meeting. A bid tabulation is prepared and acknowledgement of the receipt of bids is posted electronically.
 - iii. Evaluate all submittals to determine the most responsive and responsible bidders. Complete the BID Responsiveness form and route to the department for review. If the POR that was submitted prior to Solicitation is underfunded, the POR will be returned to the department to correct funding or to complete a budget amendment.
- (g) Department Award Recommendation: (Department)
- i. Department reviews the submittal for compliance with the scope of services and evaluates all required information. If necessary, communicating with the apparent low vendor to confirm submittal information and documentation.
 - ii. The Department sends the Department Award Recommendation Memo [Exhibit G](#) to procurement for the final approval of the recommended vendor. If the Award Recommendation is not to the apparent lowest most responsive and responsible bidder, written justification is required.
- (h) Proposed Award Decision (PAD): (Procurement)
- i. Procurement drafts the PAD [Exhibit H](#) also known as an Intent to Award (ITA) and if approved by the Procurement Manager, the PAD is posted electronically for four (4) business days to complete the protest period. In the event of a timely protest, the County shall not proceed further with the award of the solicitation until the protest is resolved or the County Manager makes a written determination of the award per section [22.9-101 \(5\)](#) of the Procurement Code.
- (i) Finalizing the Award, Contract, and BOCC Approval: (Procurement)
- i. If a contract is not required, Procurement will create a BOCC agenda item and follow all approval processes to award the Bid and issue the Purchase Order.
 - ii. If a contract is required, the PAD is referred to Contracts. The PAD and vendor submittal will be used to complete and finalize the Contract. The department gives their final concurrence in the Contract Software system and the final draft contract is sent to the vendor for signature.
 - iii. After receiving the signed Contract from the vendor, a BOCC agenda item is created and initiated, while the final draft contract is sent to legal for Approval to Form (ATF). Once the signed BOCC approved contract is returned to Procurement, the Contracts Office will issue the final Contract Encumbrance.
 - iv. For items that are prepared for inclusion on the Board of County Commissioners Agenda, if approved, contracts will be signed by the Chairman of the Board. Board items that result in a Purchase Order will not be signed by the Chairman of the Board but will be processed with support documentation that the Purchase Order was approved.

(j) Completed Process

- i. To start working you should have:
 1. Purchase Order
 2. Signed BOCC Contract with a posted Encumbrance Advise.

(2) **Request for Proposal (RFP)**

Public Posting for a minimum two weeks or as required by Florida Statutes.

This type of solicitation is used when it has been determined by the Procurement Manager that the use of competitive sealed bidding is either not practical or advantageous to the County to obtain specified types of supplies services and construction, or when only a performance specification or general scope specification is available.

The advantages of utilizing this process are:

- Vendors assure responsibility, rather than County.
- Allows the County to take advantage of vendor expertise and potential cost savings in doing so.

Note: The solicitation processing Timeframe is normally eighteen weeks after the POR is received in Procurement.

(a) Department Develop the Scope of Service (SOS): (Department)

- i. Department develops the technical specification, non-technical specification, plans, and payables [Exhibit E](#) and any other applicable documents required to effectively complete the SOS.
- ii. Department is responsible for complying with contractor licensing and permitting requirements and should be included in the specifications when applicable.
- iii. Department prepares the RFP Evaluation Team Memo [Exhibit I](#) for approval by the County Manger.
- iv. Department may procure the SOS through Annual Bid.
- v. If you choose to use an Annual Bid, a quote is required from the primary vendor, if the primary vendor is unable to perform the work, move to the secondary vendor as necessary.
- vi. Justification will need to be provided as to why the primary vendor is not being used.
- vii. The Annual vendor should provide technical specifications, non-technical specifications, payables, plans and any other applicable documents required to effectively complete the SOS.
- viii. [Section 287.055](#) Florida Statute known as the Consultants Competitive Negotiation Act (CCNA) may apply to the SOS requested.

(b) Purchase Order Request (POR): (Department/Fiscal Services)

- i. Submit a POR to the fiscal support staff to enter into the county financial system.
- ii. Send the project number, account codes and a brief description on the work being requested to encumber the allocated funds prior to the RFP Solicitation Process starting.
- iii. During the RFP negotiation process, rates, costs and terms & conditions are negotiated. You should request to encumber your anticipated budget to complete the requested services.

(c) Prepare and Complete Procurement Documents: (Department)

- i. Review, approve and submit the SOS documents to Procurement. Detail the funding source and other applicable restrictions or requirements that apply. Also complete the Procurement Information Requirement Checklist [Exhibit F](#).
- ii. Required Documents:
 1. Procurement Information Requirement Checklist

2. Technical Specification
3. County Manager Team Memo
- iii. Additional Documents (if applicable)
 1. Signature and Acknowledgement Form
 2. Non-technical Specifications
 3. Plans
 4. Supplemental/Known Vendor List
 5. Utility Work Schedules
 6. FDOT/FHWA/FEMA
- (d) Review the Checklist, Upload Documents and Draft the Sample Contract: (Procurement)
 - i. Procurement reviews the submitted SOS and verifies that a POR has been entered.
 - ii. The procurement agent uploads all documents into the BID solicitation folder for the merge process.
 - iii. The required documents are sent to Contracts (if applicable).
 - iv. Contracts creates the agreement using the required documents in the Contract Software. During this process, the department along with legal reviews the contract and approves the draft contract for solicitation.
 - v. Once all approvals are completed in the Contract Software, a Draft of the Contract is sent out with the Procurement Solicitation.
 - vi. Sample Agreements may be used in the solicitation process.
- (e) Merge and Route the RFP: (Procurement)
 - i. Use the uploaded documents to merge all the required information into the Procurement Boilerplate. Establish the Advertisement dates, Pre-Bid Meetings and submittal deadline. Attach draft or sample contract to complete the RFP for Solicitation.
 - ii. Procurement searches for Local Vendors and checks the Alachua County SBE list for any supplemental vendors and contacts the department for any additional supplemental vendors.
 - iii. The RFP is routed to the Department, Contracts, Risk Management, and any other agency for final approval.
- (f) Post and Receive Submittal: (Procurement)
 - i. Post/Advertise the RFP electronically. Addendum questions shall be received and answered by procurement, then posted.
 - ii. Receive the Submittals (open to the public) via in person or electronic meeting. A bid tabulation is prepared and acknowledgement of the receipt of proposals is posted.
 - iii. Review all submittals to determine that the submittals are responsive and responsible vendors. Complete the Responsiveness form.
- (g) RFP Evaluation Committee Process (Procurement)
 - i. Procurement gathers the RFP Submittals, Responsiveness Form and the RFP Evaluation Handbook.
 - ii. Procurement confirms the Public Meeting Dates, Posts the Public Notice for the Final ranking and explains the Sunshine Law requirements to the Evaluation team.
 - iii. Procurement distributes the documents to the Evaluation Committee, making sure that communication between members is prohibited.
 - iv. Procurement is the central point of contact during the evaluation process.
- (h) RFP Evaluation Committee: (Evaluation Committee)
 - i. RFP Evaluation Committee receives the documents from Procurement and evaluates the submittals in accordance with the RFP Evaluation Handbook.
 - ii. Prior to the Committee public meeting, each member completes the Conflict of Interest Form, and provides their written and technical scores to procurement.
 - iii. Each member should be prepared to discuss their written and technical scores at the public meeting, and the team will make a final ranking of the RFP submittals.

- iv. The Evaluation Committee has the option to requesting oral presentations from selected vendors.
- (i) Proposed Award Decision (PAD): (Procurement)
 - i. Procurement drafts the PAD [Exhibit H](#) and if approved by the Procurement Manager, the PAD is posted electronically for four (4) business days to complete to protest period. In the event of a timely protest, the County shall not proceed further with the award of the solicitation until the protest is resolved or the County Manager makes a written determination of the award per section [22.9-101 \(5\)](#) of the Procurement Code.
- (j) Finalizing the Award, Contract, and BOCC Approval: (Procurement)
 - i. If the RFP involves [Section 287.055](#) Florida Statute known as the Consultants Competitive Negotiation Act (CCNA), the Final Ranking Recommendation must have Board of County Commissioners approval before moving into Contract Negotiations.
 - ii. The PAD or BOCC approved final ranking is sent to Contracts for negotiations.
 - iii. Any Contract that exceeds one million dollars, a formal negotiation team is required to finalize the contract.
 - iv. The department gives their final concurrence in the Contract Software system and the final draft contract is sent legal for draft approval.
 - v. Contract is then sent to the vendor for signature.
 - vi. After receiving the signed Contract from the vendor, a BOCC agenda item is created. The final draft contract is provided to legal for Approval to Form (ATF). Once the signed BOCC approved contract is returned to Procurement, the Contracts Office will issue the final Contract Encumbrance.
 - vii. For items that are prepared for inclusion on the Board of County Commissioners Agenda, if approved, contracts will be signed by the Chairman of the Board.
- (k) Completed Process
 - i. To start working you should have:
 1. Purchase Order
 2. Signed BOCC Contract with a posted Encumbrance Advise

3.1010 ALTERNATIVE/OTHER SOURCE SELECTION

To the extent that it would not be inconsistent with Florida Statutes, when the Procurement Manager determines that the use of Competitive Sealed Bidding is either not practicable or not in the best interests of the County the following methods (not limited to) of source selection may be utilized. The Procurement Manager shall develop and administer operational procedures governing these alternative source selections.

- (1) Established Catalog Pricing.
- (2) Invitation to Negotiate (ITN).
- (3) Multi Step Bidding.
- (4) Piggybacking.
- (5) Purchase form Auctions.
- (6) Request for Applications (RFA).
- (7) Request for Information (RFI).
- (8) Request for Qualifications (RFQ).
- (9) Reverse Auction.

3.1011 VEHICLE PURCHASES

Vehicle and fleet equipment with a value in excess of \$3,000.00 acquisition procedures will be in accordance with the Fleet Management Operating Procedures located on the intranet Alachua County Policy Management System [Policy number 3-02 Fleet Replacement](#). The POR will be initiated by Fleet Management.

Fleet equipment less than \$3,000.00 should be purchased off an approved Fleet Management list. Contact Fleet Management.

3.1012 COMPUTER EQUIPMENT PURCHASES

Current County policy requires that all Computer/Electronic Equipment purchases be routed through the Information & Telecom Services (ITS) Department prior to issuance of a purchase order. The purpose of this procedure is to define the steps to follow in either case when the need arises to purchase Computer/Electronic Equipment, and is applicable to all County departments. Computer/electronic equipment may be procured through various types of source selection identified in [SECTION 3](#) of this Manual or Article 3 of the Alachua County Procurement Code in which case competitive bidding may not be required.

(1) Department Computer Purchases

- (a)* Requesting department contacts ITS for assistance in preparation of the specifications for the computer/electronic equipment. Specifications are to be generic in nature to allow competitive bidding where appropriate.
 - i.* Specifications will be finalized by Department with ITS approval.
 - ii.* Department initiates the POR and provides the complete specifications for the Computer/Electronic Equipment.
 - iii.* Procurement will process the POR request in accordance with [SECTION 3](#) “Source Selection”.

(2) Computer/Electronic Replacement Fund Procedures.

- (a)* Link to procedure <http://capm.alachua.fl.us/policyview.asp?PolicyId=723&Status=2>.

SECTION 4 SPECIFICATIONS

4.101 GENERAL PURPOSE AND POLICY

The purpose of a specification is to serve as a basis for obtaining a supply item or service adequate and suitable for the County's needs in a cost-effective manner, taking into account, to the extent practicable, the costs of ownership and operation as well as initial acquisition costs. It is the policy of the Board that specifications permit maximum practicable competition consistent with this purpose.

(1) Use of Functional or Performance Descriptions

Specifications shall, to the extent practicable, emphasize functional or performance criteria while limiting design or other detailed physical descriptions to those necessary to meet the need of the using department.

(2) Preference for Commercially Available Products

To the extent practicable, preference shall be given to the procurement of standard commercial products. In developing specifications, accepted commercial standards should be used and unique requirements should be avoided.

(3) Brand Name or Equal Specifications

Brand name or equal specifications may be prepared when it is in the best interest of the County and when the item to be procured is best described by the use of such a specification. Brand name or equal specifications shall seek to designate as many different brands as are practicable as "or equal" references, and shall further state those substantially equivalent products which will be considered for award.

(4) Qualified Products List

A qualified products list may be developed when testing or examination of the materials or equipment is required prior to the issuance of the solicitation.

(5) Specifications Not Prepared by County Staff

All specifications by consultants, architects, engineers, and designers, shall not be restrictive, and shall, to the extent practicable, allow for maximum competition.

(6) Preparations of Specifications

Requesting department or Requesting department and a consultant if required, shall prepare specifications. Procurement will work with requesting department so that the specification will be as accurate as possible. Assistance by a vendor in writing specifications is not common practice. It should be avoided whenever possible because it may inhibit competition. If a vendor is asked to write specifications, that vendor should be paid for its services and prohibited from submitting a bid/proposal in response to the solicitation. However, if the vendor assists in writing generic technical specifications that do not favor the vendor's product/service, the vendor may be allowed to submit a bid/proposal if approved by the Procurement Manger.

SECTION 5

PROCUREMENT OF INFRASTRUCTURE FACILITIES AND CONSTRUCTION SERVICES

PART A – DEFINITIONS

5.101 DEFINITIONS OF TERMS USED IN THIS SECTION.

- (1) **Architectural and Engineering Services means**
Professional Services of an architectural or engineering nature, as defined by State law, if applicable, which are required to be performed or approved by a Person licensed, registered, or certified to provide such Services as described in this Subsection;

Professional Services of an architectural or engineering nature performed by Contract that are associated with research, planning, development, design, Construction, alteration or repair of real property; and

Such other Professional Services of an architectural or engineering nature, or incidental Services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including: studies, investigations, surveying, mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, Construction phase Services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related Services.
- (2) **Delivery Order Contract means**
An indefinite delivery/indefinite quantity Contract for Supplies or Services that provides for the issuance of orders for Services or Supplies during the Contract period based on unit pricing with a not to exceed dollar amount. May also be referred to as a continuing Contract or a task order Contract.
- (3) **Design-bid-build means**
A project Delivery method in which the County sequentially awards separate Contracts, the first for architectural and engineering Services to design the project and the second for Construction of the project according to the design.
- (4) **Design-build means**
A project Delivery method in which the County enters into a single Contract for design and Construction of an Infrastructure Facility.
- (5) **Design-build-finance-operate-maintain means**
A project Delivery method in which the County enters into a single Contract for design, Construction, finance, maintenance and operation of an Infrastructure Facility over a contractually defined period. No County funds are appropriated to pay for any part of the Services provided by the Contractor during the Contract period.
- (6) **Design-build-operate-maintain means**
A project Delivery method in which the County enters into a single Contract for design, Construction, maintenance and operation of an Infrastructure Facility over a contractually defined period. All or a portion of the funds required to pay for the Services provided by the Contractor during the Contract period are either appropriated by the County prior to award of the Contract or secured by the County through fare, toll, or user charges.

(7) Design requirements means

The written description of the Infrastructure Facility or service to be procured under this section, including:

- (a) Required features, functions, characteristics, qualities and properties that are required by the County;
- (b) The anticipated schedule, including start, duration, and completion;
- (c) Estimated budgets (as applicable to the specific Procurement) for design, Construction, operation and maintenance;

The Design requirements may, but need not, include drawings and other documents illustrating the scale and relationship of the features, functions and characteristics of the project.

(8) Infrastructure Facility means

A building; structure; or networks of buildings, structures, pipes, controls, and equipment that provide transportation, utilities, public education, or public safety Services. Included are government office buildings; public schools; public parks; courthouses; jails; prisons; water treatment plants, distribution systems, and pumping stations; wastewater treatment plants, collection systems, and pumping stations; solid waste disposal plants, incinerators, landfills, and related facilities; public roads and streets; highways; public parking facilities; public transportation systems, terminals, and rolling stock; rail, air, and water port structures, terminals and equipment.

(9) Operations and Maintenance means

A project Delivery method whereby the County enters into a single Contract for the routine operation, routine repair and routine maintenance of an Infrastructure Facility.

(10) Proposal development documents means

Drawings and other design related documents that are sufficient to fix and describe the size and character of an Infrastructure Facility as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate to the applicable project Delivery method.

(11) Public Private Partnership (P3) means

A collaboration between a government agency and a private-sector company that can be used to finance, build, and operate projects, such as, but not limited to, public transportation networks, parks and convention centers. Through this collaboration, the skills and assets of each sector (public and private) are shared in delivering a service or facility for the use of the general public. The procurement of these services shall be in accordance with [Section 255.065](#) and [Section 334.30](#), Florida Statutes and in accordance with procedures set forth within this Manual.

PART B – CONTRACTING FOR INFRASTRUCTURE FACILITIES AND SERVICES

5.201 PROJECT DELIVERY METHODS AUTHORIZED

- (1) The Procurement Manager shall have the authority to determine the Project Delivery Method. Project Delivery methods may include, but are not limit to the following:
 - (a) Design-bid-build (may include Construction Management at Risk)
 - (b) Operations and Maintenance
 - (c) Design-build
 - (d) Design-build-operate-maintain
 - (e) Design-build-finance-operate-maintain
 - (f) Delivery Order Contract
 - (g) Public Private Partnership (P3)

- (2) Participation in a report or study that is subsequently used in the preparation of Design requirements for a project shall not disqualify a firm from participating as a member of a proposing team in a Design-build, Design-build-operate-maintain, or Design-build-finance-operate-maintain Procurement unless such participation would provide the firm with a substantial competitive advantage.

5.202 SOURCE SELECTION METHODS ASSIGNED TO PROJECT DELIVERY METHODS.

This section specifies the Source Selection Methods applicable to procurement for the project delivery methods identified in [SECTION 5.201](#) (Project Delivery Methods Authorized). However, the Procurement Manager shall have authority to determine the Source Selection Method used for each Project Delivery Method selected.

- (1) **Design-Bid-Build.**
 (a) Invitation to Bid or Request for Proposal process as identified in [SECTION 3](#) shall be used to procure construction in design-bid-build procurements.
- (2) **Operations and Maintenance.**
 (a) Invitation to Bid process as identified in [SECTION 3](#) shall be used to procure Operations and Maintenance procurements.
- (3) **Design-Build**
 (a) Request for Proposal process as identified in [SECTION 3](#) shall be used to procure Design-Build procurements.
- (4) **Design-Build Operate Maintain**
 (a) Request for Proposal process as identified in [SECTION 3](#) shall be used to procure Design-Build Operate Maintain procurements.
- (5) **Design-Build Finance Operate Maintain**
 (a) Request for Proposal process as identified in [SECTION 3](#) shall be used to procure Design-Build Finance Operate Maintain procurements.
- (6) **Delivery Order Contracts**
 (a) Invitation to Bid or Request for Proposal process as identified in [SECTION 3](#) shall be used to procure Delivery Order Contracts procurements.
- (7) **Public Private Partnership (del)**
 (a) Request for Proposal Process as identified in [SECTION 3](#) shall be used to procure Public Private Partnership procurements.

5.203 ACQUISITION OF PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, OR SURVEYING AND MAPPING SERVICES;

It is the policy of this County to negotiate Contracts for Architectural and Engineering Services on the basis of demonstrated competence and qualification for the type of Services required, and at fair and reasonable Prices. The Procurement of these Services shall be in accordance with [Section 287.055, Florida Statutes](#), known as the Consultants Competitive Negotiation Act (CCNA) and in accordance with the RFP process as identified in [SECTION 3](#).

PART C – BONDS, INSURANCE, GUARANTEES

5.301 BID SECURITY

- (1) Requirement for Bid Security. Bid security may be required for all Competitive Sealed Bidding for Construction Contracts in a Procurement when the Price is estimated to exceed \$100,000. Bid security shall be a bond provided by a surety company authorized to do Business in this State, or otherwise supplied in a form satisfactory to the County. Nothing herein prevents the requirement of such bonds on such Contracts under \$100,000 when the circumstances warrant.

- (2) Amount of Security. Bid security shall be in an amount equal to at least 5% of the amount of the bid.
- (3) Rejection of Bids for Noncompliance with Bid Security Requirements. When the Invitation for Bids requires security, noncompliance requires that the bid be rejected unless the irregularity is waived in accordance with [Article 3, Section 22.3-501](#)(3) (Waiving of Irregularities) of the Procurement Code.
- (4) Withdrawal of Bids. After bids are opened, they shall be irrevocable for the period specified in the Invitation for Bids. If a Bidder is permitted to withdraw its bid (or Proposal) before award, or is excluded from the competition before award, no action shall be had against the Bidder or the bid security. If a Bidder withdraws its bid (Proposal) before award the bid security may be forfeited.
- (5) In consultation with the Risk Manager, insurance standards shall be established and inserted into Solicitation documents as appropriate for the risk associated with the Procurement.

5.302 CONTRACT PERFORMANCE AND PAYMENT BONDS.

- (1) Requirement for Performance and Payment Security. Performance and Payment Security shall be required when a Construction, Design-build, Design-build-operate-maintain, or Design-build-finance-operate-maintain Contract is awarded in excess of \$200,000. For contracts awarded below \$200,000 the performance and payment security may be waived by the Procurement Manager. If required, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the Contract:
 - (a) A performance bond satisfactory to the County, executed by a surety company authorized to do Business in the State of Florida or otherwise secured in a manner satisfactory to the County, in an amount equal to the Contract Price; and
 - (b) A [§255.05](#), Florida Statute statutory payment bond satisfactory to the County, executed by a surety company authorized to do Business in the State of Florida or otherwise secured in a manner satisfactory to the County, for the protection of all Persons supplying labor and material to the Contractor or its Subcontractors for the performance of the Construction work provided for in the Contract. The bond shall be in an amount equal to the Contract Price.
- (2) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the County to require a performance and/or payment bond or other security in circumstances other than specified in Subsection (1) of this Section.

5.303 BOND FORMS AND COPIES

- (1) Bond Forms. The Bond requirements and form(s) will be provided in the solicitation or contract.
- (2) Certified Copies of Bonds. Any Person may request and obtain from the County a certified copy of a bond upon payment of the cost of reproduction of the bond and postage, if any. A certified copy of a bond shall be prima facie evidence of the contents, execution, and delivery of the original.

5.304 ERRORS AND OMISSIONS INSURANCE

The Procurement Manager in conjunction with the Risk Manager will determine when the County shall require errors and omissions insurance to cover Architectural and Engineering Services under the project Delivery methods set forth in [SECTION 5-201](#) (1).

5.305 OTHER FORMS OF SECURITY

Procurement Manager will determine when the County will require a Request for Proposals to include one or more of the following forms of security to assure the timely, faithful, and uninterrupted provision of

Operations and Maintenance Services procured separately, or as one element of Design-build-operate-maintain or Design-build-finance-operate-maintain Services:

- (1) Operations period surety bonds that secure the performance of the Contractor's Operations and Maintenance obligations under the project Delivery methods set forth in [SECTION 5-201](#) (1);
- (2) Letters of credit in an amount appropriate to cover the cost to the County of preventing infrastructure service interruptions for a period up to twelve months under the project Delivery methods set forth in [SECTION 5-201](#) (1); and
- (3) Appropriate written guarantees from the Contractor (or depending upon the circumstances, from parent corporations) to secure the recovery of re-Procurement costs to the County in the event of a default in performance by the Contractor.

SECTION 6

PURCHASE ORDER REQUEST – PURCHASE ORDERS

6.101 PURCHASE ORDER REQUEST

Purchase order request will be entered in accordance with the County's Financial System instructions attached as [Exhibit J](#). This process includes Contract (POR) Encumbrance Advice.

6.102 PURCHASE ORDER

The primary purpose of the purchase order is to state the detailed agreement between the County and vendor and authorize delivery of the purchased supplies and services. The Purchase Order also serves as an accounting control document for posting charges against the proper budget account.

The Purchase Order contains the comprehensive set of "Terms and Conditions". These instructions constitute the general requirements which must be met by every vendor desiring to do business with the County. These requirements are in addition to the specific terms and specifications, price, shipping instructions, discount terms, delivery instructions covering mode of transportation, routing, destination and required delivery and such pertinent special instructions as provisions for inspection, certifications, packaging and notification of shipments.

6.103 CHANGE ORDER REQUEST

Changes may be made to a purchase order in the form of a Change Order Request (COR). The COR must provide an explanation for the change and shall be entered in accordance with the County's Financial System Instructions, attached as [Exhibit K](#).

6.104 PURCHASE ORDER FLOW

The purchase order process is part of the County's Financial System. This system automatically assigns purchase order numbers.

The flow of the purchase order system is identified as follows:

- (1) Purchase Order Request (POR) is entered into the County's Financial System and the electronic approval process begins.
- (2) Once all approvals have been obtained.
- (3) An electronic Purchase Order is processed and emailed to the vendor for their records.
- (4) For detailed instructions on the Purchase Order flow and Approval levels, refer to [Exhibit J](#).

6.105 TERMS AND CONDITIONS

- (1) [Alachua County Board of County Commissioners Terms and Conditions](#)

6.106 RECEIVING REPORT

It shall be the responsibility of each Department upon receipt of a product or service, to inspect that product or service to ensure that it meets the specifications as set forth on the packing slip or the Purchase Order (Blanket PO or Contract Encumbrance). The inspection should include checking for proper quantities, proper quality, prompt delivery and any damage. The receiving person should have available a copy of the PO for verification purposes. Any deviations should be immediately documented and the vendor notified.

Signing a Packing Slip does not necessarily constitute acceptance of an order. Questions with an order should be documented and reported to the vendor as soon as possible to resolve any and all issues. If an item is delivered damaged, the receiving party 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.

Materials, equipment or supplies shall be inspected upon receipt and, if possible, in the presence of the vendor or shipper and shall include the following:

- (1) Verification of the correct quantities and units of issue;
- (2) Verification of PO number;
- (3) Verification of pricing;
- (4) Inspection for damage or defects;
- (5) Verification that all items meet the specifications or description defined in the PO;
- (6) Verification of correct vendor;
- (7) All packages shall be checked against the packing slip;
- (8) Make note of any damage on the packing slip or on the receiving copy of the PO; and
- (9) The signature shall be that of the person actually receiving and inspecting the materials.

If unable to perform the above, the notation "Subject to Inspection" should be written on packing slip.

6.107 APPROVAL PROCESS FOR ALL PURCHASE ORDERS

Procurement is the only agency authorized to issue purchase orders. Purchase orders are transmitted to the vendors by Procurement.

Purchase orders that do not exceed \$20,000.00 are issued upon approval of the Procurement Manager, Procurement Supervisor or the Procurement Agent(s).

Purchase orders greater than \$10,000.00 and not exceeding \$35,000.00 are issued upon approval of the Procurement Manager or the Procurement Supervisor or designee.

Purchase orders greater than \$35,000.00 and not exceeding \$50,000.00 are issued upon approval of the Procurement Manager or the Assistant County Manager for Fiscal Services, as designated by the County Manager or designee.

Purchase orders greater than \$50,000.00 shall be presented to the Board of County Commissioners for approval and by the Chairman of the Board or designee.

Change orders greater than \$50,000.00 shall be presented to the Board of County Commissioners for approval and by the Chairman of the Board or designee with the following exceptions:

Change orders as identified in, Part B, [SECTION 7.202](#) of this Manual.

Changes orders that increase the amount of a Purchase Order but do not exceed the original approval amount are issued upon approval of the Procurement Manager or the Procurement Supervisor.

Change Orders that decrease or do not change the value of a Purchase Order are issued upon approval as stated in this section.

SECTION 7 CONTRACTS

PART A – CONTRACT ADMINISTRATION

7.101 PURPOSE

The Purpose of this section is limited to formally written and signed documents agreed to by both parties.

7.102 USE OF CONTRACTS

Any type of Contract which promotes the best interest of the County, and has been approved for legal sufficiency by the County Attorney, may be used. All County Contracts shall include provisions necessary to define the responsibilities and rights of the parties to the Contracts.

7.103 DURATION OF CONTRACTS

- (1) Specified Period. A Contract may be entered into for any period of time deemed to be in the best interests of the County provided the term of the Contract and conditions of renewal or extension, if any, are included in the Solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.
- (2) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. The County's obligation to pay and performance under any Contract is contingent upon a specific annual appropriation by the Board. The award of a Contract does not constitute a commitment to appropriate funds after the current fiscal year in which the Contract is awarded. The continuation of a Contract beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with [Chapter 129](#), Florida Statutes, and the failure of the Board to do so shall not constitute a breach or default of the Contract. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be cancelled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the Price of the Supplies or Services actually delivered to the County prior to the date of cancellation.

7.104 CONTRACT CLAUSES AND THEIR ADMINISTRATION

- (1) **Standard Contract Clauses and their Modifications.** The County Manager, after consultation with the County Attorney, may promulgate standard Contract clauses for use in County Contracts. However, the County Manager, after consultation with the County Attorney, may vary any such standard Contract clauses for any particular Contract.
- (2) **Contract Clauses.** All County Contracts shall include provisions necessary to define the responsibilities and rights of the parties to the Contract. Procedures may be promulgated permitting or requiring the inclusion of clauses providing for adjustments in Prices, time of performance, scope, Delivery or other Contract provisions as appropriate covering among others the following subjects:
 - (a) The unilateral right of the County to order in writing, changes in the work within the scope of the Contract;
 - (b) The unilateral right of the County to order in writing, temporary stopping of the work or delaying performance;
 - (c) Variations occurring between estimated quantities of work in a Contract and actual quantities;

- (d) Defective pricing;
- (e) Time of performance and liquidated damages;
- (f) Specified excuses for delay or nonperformance;
- (g) Termination of the Contract for default;
- (h) Termination of the Contract in whole or in part for the convenience of the County;
- (i) Suspension of work ordered by the County;
- (j) Value engineering Proposals;
- (k) Site conditions differing from those indicated in the Contract, or ordinarily encountered.
- (l) Terminations for lack of appropriations.

7.105 CONTRACT AMENDMENTS

Any Contract modifications that are agreed to by both parties that changes Contract clauses pursuant to [SECTION 7.104](#) except for those identified in Part B of this section shall be approved subject to Signature authority outlined in [Article 2, Section 22.2-203](#) (Signature Authority) of the Procurement Code or [SECTION 2.108](#) of this Manual.

7.106 ASSIGNMENTS OF CONTRACTS

No agreement made pursuant to any Section of this policy shall be assigned or sublet as a whole or in part without the written consent of the County.

PART B – CONTRACTS SPECIFIC TO INFRASTRUCTURE, FACILITIES AND CONSTRUCTION SERVICES OUTLINED IN SECTION 5

7.201 DEFINITIONS

- (1) **Contingency** means an identified appropriation for a project, set aside within the project budget, for sole use at the County's discretion for unforeseen circumstances or conditions. For projects delivered on a unit cost basis, where the County provides estimated materials in the bid document, contingency may be used for reconciliation of actual materials from the estimated amounts in the Contract.
- (2) **Field Change Order means**
 - (a) a specific type of Change Order applicable to infrastructure, facilities and Construction Services that relates primarily to changes caused by unanticipated conditions encountered during Construction not covered by the drawings, plans or specifications of the project.
 - (b) Field Change Orders do not increase the cost to the County or expand the size, function or intended use of the project.
 - (c) Identified contingency for projects delivered on a unit cost basis may be processed with a Field Change Order.

7.202 CHANGES TO WORK

- (1) **Field Change Order.** The Project Manager with the concurrence of the Department Director may approve and issue Field Change Orders ordering minor changes in Contract scope providing there is no resulting change to the Contract Price or Contract time, except as provided for by the Contingency. Field Change Orders are to be signed by the Department Director and Vendor.
- (2) **Contingency.** It is customary for Contracts identified in Part B of this section to include a contingency for changes to the original Contract through Field Change Orders. A contingency may be included in Contracts but shall generally not exceed 5% of the original Contract value, unless circumstances justify same.
 - (a) When a Contract is approved with such a contingency, the Project Manager with the concurrence of the respective Department Director or Designee is authorized to approve one or more Field Change Orders up to the aggregate monetary value of the Contingency. The Contract must contain an approved Contingency clause for this type of Field Change Order. The Project Manager with the concurrence of the Department Director shall submit such Field Change Order documentation to Procurement within 5 Business days.
 - (b) Contingency identified in a project budget but not included in a Contract may be processed with a Field Change Order up to the aggregate monetary value of the Contingency. These Field Change Orders must be approved by the County Manager prior to authorizing the work. The Project Manager with the concurrence of the Department Director shall submit such Field Change Orders documentation to Procurement during the next payment draw request.
- (3) **Approval of change order.** The following shall apply for approval of change orders for infrastructure, facilities, and construction Services. The County Manager may approve change orders that, either cumulatively or individually, increase the contract price up to ten percent of the original contract price or \$100,000, whichever is less. The board shall approve change orders that, either individually or cumulatively, increase the contract price by more than ten percent of the original contract price or more than \$100,000. Only the board may approve a change order that expands the size, function, or intended use of the project from that stated in the contract documents, regardless of cost. Contract time may be adjusted in any change order. All change orders approved by the County Manager, shall be reported to the board as information items to be included in its consent agenda. Change orders are subject to budgetary limitations. This authority is in addition

to the authority identified in [Article 2, Section 22.2-203](#) (Signature Authority) of the Procurement Code.

PART C – CONTRACT PROCEDURES

7.301 CONTRACT PROCEDURES

- (1) **County Generated Contracts** Once the determination is made that a Contract is required and that the Procurement method, RFP, Bid, Single/Sole Source, or exempt is the Contract process may begin.

The following is the overall process in the majority of situation where the County Contract is drafted utilizing the County Contract Template and flow through the process in its entirety.

(a) Contract Drafting

- (i) Once it is determined that a Contract is required to be developed and at an appropriate point in the Procurement Process the Department coordinated with the Contract Office of Procurement. As applicable the Department completes and submits a Contract Request Checklist and requisite documents (technical specs, plans, scope of service, etc.) for the anticipated Contract to the Contracts Office.
- (ii) As applicable the Contract Office initiates a contract record within the currently utilized Contract Workflow Management system.
- (iii) The Contracts Office begins drafting the Contract document utilizing the appropriate County Contract Template and utilizing the information and documents provided by the Department.
- (iv) The Contracts Office coordinates with the Department for their review and concurrence of the draft Contract. The Department confirms that the draft Contract meets their needs based on the scope and specifications of the Procurement
- (v) Following Department concurrence, the Contracts Office forwards the draft Contract to the County Attorney's Office for review. The Attorney's Office provides approval of the draft or requests edits/clarification of the document. If there are Attorney requests edits/clarification the Contract Office will coordinate with the Department to incorporate the edits and/or respond to the requests for clarification for the Attorney.
- (vi) Once the draft Contract is reviewed and approved by the Attorney the Contracts Office coordinates with the Department to forward the Contract to the Vendor for review/execution.
- (vii) In the event the Vendor has suggested/requested revisions the Contracts Office will coordinate with the Department to negotiate and incorporate the revisions. In the event that the revisions are substantial or substantive the Contracts Office may request a supplemental review by the County Attorney's Office as appropriate.

(b) County Execution

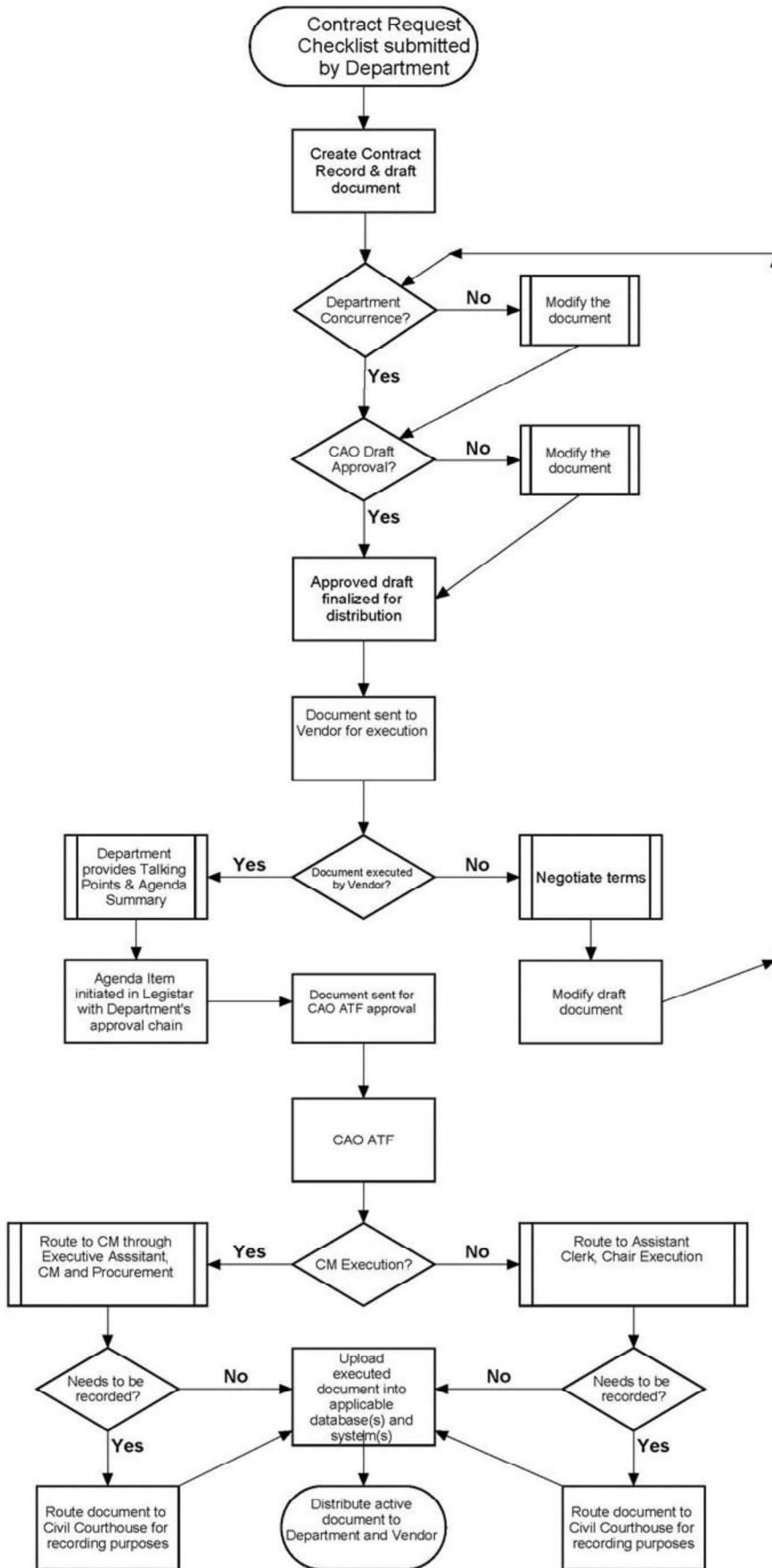
- (i) Once the Vendor has approved and executed the contract and provided required supplemental documents, typically signature authority documentation and a Certificate of Insurance (COI), the Contracts Office uploads the documents into the currently utilized Contract Workflow Management system.
- (ii) Contracts Office will coordinate with the Department on creating and initiating an applicable agenda item in the currently used Agenda System

- (iii) If required the Contract Office submits a Vendor Executed Contract to the County Attorney's Office for a signature as Approved to Form (ATF).
- (iv) Once ATF and received back from the Attorney the contracts Office will annotate/upload the Contract to the appropriate system(s)
- (v) Once the Agenda process is complete the Contracts Office will route for signature

 1. For County Manager signed Contracts, the Contracts Office will route to the Manager through their Executive Assistant.
 2. For Chair of the Board of the County Commission signed Contracts, the Contracts Office will route through the Assistant Alachua County Clerk. The Clerk will hold the documents until the approval by the board of County Commissioners.
- (vi) Once a Contract is fully executed, by either the County Manager or the Chair the Contracts Office will conduct final processing, including the following:

 1. Upload a digital copy of the executed Contract into the applicable database(s) and system(s)
 2. Distribute a digital and hard copy of the executed Contract the Department
 3. As required have the executed Contract Recorded by the Clerk
- (vii) No document, including contracts, should be sent directly to the BOCC Chair or the County Manager for signature. Coordination should be made with the Contracts Office to properly route documents for signature.

Contract Process



SECTION 8

PROCESSING OF SPECIAL REQUESTS

8.101 UNAUTHORIZED PURCHASES AND SPECIAL PAY REQUESTS

- (1) Unauthorized Purchases in excess of \$3,500.00. All requests for approval for payment of purchases in excess of \$3,500.00 not procured in accordance with the Procurement Code or Procedures within shall be processed as follows:
 - (a) The department director of the department involved shall submit a detailed memorandum of explanation to the Board of County Commissioners explaining and justifying the after-the-fact purchase.
 - (b) The department director shall be responsible for scheduling the item on the Board of County Commissioners meeting agenda and shall be present at the Board of County Commissioners meeting to provide any explanation or clarification needed.
 - (c) The Board of County Commissioners may: (i) approve the item for payment; (ii) disapprove the item for payment; or (iii) hold the item for further information.
 - (d) An Employee making unauthorized purchases may be subject to disciplinary action.

8.102 PETTY CASH PROCEDURES

- (1) No single item expenditure from any Petty Cash Fund shall exceed \$100.00 unless authorized by Finance and Accounting, nor shall any total purchase from such fund exceed \$150.00 except when authorized by the Procurement Manager. Reimbursement for employee travel expenses shall not exceed \$50.00. Registration shall not be paid out of petty cash without prior approval of Finance and Accounting. Neither shall any amounts be expended from a Petty Cash Fund for the purchase of equipment or payment of salaries.
- (2) Expenditures from a Petty Cash Fund shall be reimbursed as needed, provided such expenditures:
 - (a) Are supported by itemized signed vouchers (vouchers are to be signed by the Agency Head or a duly authorized representative);
 - (b) Qualify under the law as a legitimate public purpose;
 - (c) Are included within the approved annual budget of the agency.
- (3) A full accounting of all Petty Cash Funds shall be made to a representative of the Auditor General's Office or to Finance and Accounting in the course of periodic reviews of the accounts and records of the County Commission.
- (4) Petty Cash Funds with bank accounts should be established in a name other than Alachua County, since these funds are not County deposits according to [Chapter 280](#) and [Chapter 136](#) Florida Statutes.
- (5) Petty Cash Funds are a personal liability of the department head to whom the amount is advanced.
- (6) Authorization for Departments to utilize a petty cash fund must be approved by the Clerk of the Circuit Court's Finance and Accounting Department.

8.103 STANDARDIZATION OF COUNTY PRINTING REQUIREMENTS

- (1) The Communications Office must approve all print projects including signs, vehicle logos, patches on uniforms, fliers etc. The Communications Office shall be the central point in providing quality assurance for communications projects including print, audio/visual, computer presentations (PowerPoints), radio, television, etc. The Communications Office will serve in an advisory

capacity to ensure consistency in form and style with the County standard and that messages are clear, concise and appropriate for the intended audience. It is essential that Board presentations be previewed by the Communications Office.

<https://intranet.acbocc.us/departments/Communications/Documents/CommunicationsPlan.pdf>

- (2) Recycled paper should, whenever possible, for the purchasing of letterhead stationery, letterhead envelopes and business cards. Departments are to utilize 100% recycled paper that meets State and Federal Regulations for letterhead stationery and envelopes on all correspondence.

8.104 SURPLUS PROPERTY

- (1) **Policy**

The disposal of County declared surplus property shall be conducted in a manner which will be in the best interest of the County within the parameters of Commission ordinances, resolutions, and policies relating to the disposal of surplus property and to land and land use within Alachua County, excepting that zoning decisions consistent with the land use plan may be made to maximize sales value.

- (2) **Identification and Disposal of Surplus Land**

- (a) Upon completion of the Property Control listing for the previous fiscal year (approximately November 15), a committee consisting of the individuals assigned by the County Manager shall meet to review the Land Inventory to determine the availability of any surplus land for disposition:
 - i. The Committee shall consider such possible uses as parks and playgrounds, road right-of-ways, drainage easements, borrow pits and location of County facilities. This review shall include the determination of the marketability of the Title.
- (b) Upon completion of the review, the Committee shall forward their recommendation to the Board of County Commissioners together with a recommended method of sale, i.e., public auction or sealed bid.
- (c) In the instance where circumstance warrants the disposal of property during a fiscal year, the County Manager may seek the Board's approval to dispose of the surplus land.
- (d) The Board of County Commissioners shall determine the final action as to the land being declared surplus and the method of sale, as outlined in Section [125.35](#), [125.37](#) and [125.38](#) Florida Statutes.
- (e) Once the property has been declared surplus by the Board, Procurement shall be responsible for the preparation and processing of the paperwork for the sealed bid process or engagement of an auctioneer for the sale of the property or a private sale (for properties having an appraised value of \$5,000 or less).
- (f) In the instance of the sealed bid, Procurement shall forward a bid report to the Board for consideration. Upon acceptance of bids and receipt of the proceeds, the County Attorney's Office shall be responsible for the preparation of the deeds and the closing of the transactions.
- (g) In the instance of a Public Auction, upon completion of the auction and receipt of the proceeds, the County Attorney's Office shall be responsible for the preparation of the deeds and the closing of the transactions. The Property Control Officer in the Clerk's Office shall coordinate the auction.
 - i. In the instance of a private sale, the Survey & Real Property Division of the Public Works Department shall send notice of its intended action to owners of adjacent property by certified mail, effect a sale and conveyance of the parcel at private sale without receiving bids or publishing notice; however, if within ten (10) working days after receiving such mailed notice, two or more owners of adjacent property notify the County of their desire to purchase the parcel, the Board shall accept sealed bids for the parcel from such property

(3) **Disposal of Surplus Tangible Personal Property**

- (a) Disposal of County declared surplus property shall be conducted in a manner which will be in the best interest of the County and is delegated to the Clerk of the Circuit Court of Alachua County in Resolution 94-34, [Exhibit L](#).
- (b) Procedures for disposal of such property are defined by the Clerk of the Circuit Court's Finance and Accounting Department and attached as [Exhibit M](#).

SECTION 9

LEGAL AND CONTRACTUAL REMEDIES

PART A – PROCUREMENT PROTESTS

Unless otherwise governed by state or Federal law, this Part shall govern the protest and appeal of Procurement decisions by the County. As used in Part A of [SECTION 9](#), the term “Bidder” includes any Person that responds to any type of Solicitation issued by the County (e.g., ITB, RFP, ITN), and is not limited solely to a Person that submits a bid in response to an Invitation to Bid (ITB).

9.101 PROTESTS AND APPEALS OF SOLICITATIONS AND AWARDS.

- (1) **Notice of Solicitations and Awards.** The County Shall provide notice of all Solicitations and Awards by Electronic posting in accordance with the requirement of the Florida Statutes.
- (2) **Solicitation Protest.** Any prospective Bidder may file a Solicitation Protest concerning a Solicitation.
 - (a) **Basis of the Solicitation Protest:** The alleged basis for a Solicitation Protest shall be limited to the following:
 - i. The terms, conditions or specifications of the solicitation are in violation of, or are inconsistent with this Code, Florida Statues, County procedures, or the terms of the solicitation at issue, including but not limited to the method of evaluating, ranking or awarding of the solicitation, reserving rights of further negotiations, or modifying or amending any resulting Contract; and
 - ii. The solicitation instructions are unclear or contradictory.
 - (b) **Timing and Content of the Solicitation Protest:** The solicitation protest must be in writing and must be received by the Procurement Manager by no later than solicitation’s question submission deadline. Failure to timely file a solicitation protest shall constitute a total and complete waiver of the Bidder’s right to protest or appeal any solicitation defects, and shall bar the Bidder from subsequently raising such solicitation defects in any subsequent Award Protest, if any, or any other administrative or legal proceeding. In the event a solicitation protest is timely filed, the protesting party shall be deemed to have waived any and all solicitation defects that were not timely alleged in the protesting party’s solicitation protest, and the protesting party shall be forever barred from subsequently raising or appealing said solicitation defects in a subsequent award protest, if any, or any other administrative or legal proceeding.

The Solicitation Protest must include, at a minimum, the following information:

- i. The name, address and telephone number of the protesting party;
- ii. The solicitation number and title;
- iii. Information sufficient to establish that the protesting party has legal standing to file the solicitation Protest because:
 1. It has a substantial interest in and is aggrieved in connection with the solicitation; and
 2. That the protesting party is responsive, in accordance with the criteria set forth in the solicitation, unless the basis for the Solicitation Protest alleges that the criteria set forth in the solicitation is defective, in which case the protesting party must demonstrate that it is responsible in accordance with the criteria that the protesting party alleges should

- be used;
- iv. A detailed statement of the basis for the protest;
 - v. References to section of the Code, Florida Statutes, County policies or procedure or solicitation term that the protesting party alleges have been violated by the County or that entitles the protesting party to the relief requested;
 - vi. All supporting evidence or documents that substantiate the protesting party's alleged basis for the protest; and
 - vii. The form of the relief requested.
- (c) **Review and Determination of Protest:** If the Solicitation Protest is not timely, the Procurement Manager shall notify the protesting party that the Solicitation Protest is untimely and, therefore, rejected. The Procurement Manager shall consider all timely Solicitation Protests and may conduct any inquiry that the Procurement Manager deems necessary to make a determination regarding a protest. The Procurement Manager shall issue a written determination granting or denying the protest. The written determination shall contain a concise statement of the basis for the determination.
- (d) **Appeal:** If the protesting party is not satisfied with the Procurement Manager's determination, the protesting party may appeal the determination to the County Manager by filing a written Appeal, which sets forth the basis upon which the appeal is based, including all supporting documentation. The scope of the appeal shall be limited to the basis alleged in the Solicitation Protest. The appeal must be filed with the Procurement Manager within five business days of the date on which the Procurement Manager's written determination was sent to the protesting party. Failure to timely file an appeal shall constitute a waiver of the protesting party's rights to an appeal of the Procurement Manager's determination, and the protesting party shall be forever barred from subsequently raising or appealing said Solicitation defects in a subsequent award protest, if any, or any other administrative or legal proceeding. After considering the appeal, the County Manager must determine whether the solicitation should stand, be revised, or be cancelled, and issue a written determination and provide copies of the determination to the protesting party. The determination of the County Manager shall be final and not subject to further appeal under this Code.
- (3) **Award Protest.** Any Bidder who is not the intended awardee and who claims to be the rightful awardee may file an award protest. However, an award protest is not valid and shall be rejected for lack of standing if it does not demonstrate that the protesting party would be awarded the Solicitation if its protest is upheld.
- (a) **Basis of the Award Protest:** The alleged basis for an Award Protest shall be limited to the following:
- i. The protesting party was incorrectly deemed non-responsive due to an incorrect assessment of fact or law;
 - ii. The County failed to substantively follow the procedures or requirements specified in the Solicitation documents, except for minor irregularities that were waived by the County in accordance with this Code, which resulted in a competitive disadvantage to the protesting party; and
 - iii. The County made a mathematical error in evaluating the responses to the solicitation, resulting in an incorrect score and not protesting party not being selected for award.
- (b) **Timing and Content of the Award Protest:** The Award Protest must be in writing and must be received by the Procurement Manager by no later than 3:00 PM on the third business day after the County's proposed Award decision was posted by the County. Failure to timely file an Award Protest shall constitute a total and complete waiver of the Bidder's right to protest or

appeal the County's proposed Award decision in any administrative or legal proceeding. In the event an Award Protest is timely filed, the protesting party shall be deemed to have waived any and all proposed Award defects that were not timely alleged in the protesting party's Award Protest, and the protesting party shall be forever barred from subsequently raising or appealing said Award defects in any administrative or legal proceeding. The Award Protest must include, at a minimum, the following information:

- i.* The name, address and telephone number of the protesting party;
- ii.* The Solicitation number and title;
- iii.* Information sufficient to establish that the protesting party's response was responsive to the Solicitation;
- iv.* Information sufficient to establish that the protesting party has legal standing to file the Solicitation Protest because:
 1. The protesting party submitted a response to the Solicitation or other factual and legal basis for establishing legal standing;
 2. The protesting party has a substantial interest in and is aggrieved in connection with the proposed Award decision; and
 3. The protesting party, and not any other bidder, should be awarded the Solicitation if the protesting party's Award Protest is upheld.
- v.* A detailed statement of the factual and legal basis for the protest;
- vi.* References to section of the Code, Florida Statutes, County policies or procedure or solicitation term that the protesting party alleges have been violated by the County or that entitles the protesting party to the relief requested;
- vii.* All supporting evidence or documents that substantiate the protesting party's alleged basis for the protest; and
- viii.* The form of the relief requested.

(c) Review and Determination of Protest: If the Award Protest is not timely, the Procurement Manager shall notify the protesting party that the Award Protest is untimely and, therefore, rejected. The Procurement Manager shall consider all timely Award Protests and may conduct any inquiry that the Procurement Manager deems necessary to resolve the protest by mutual agreement or to make a determination regarding the protests. The Procurement Manager shall issue a written determination granting or denying each protest. The written determination shall contain a concise statement of the basis for the determination.

(d) Appeal:

- i.* If the protesting party is not satisfied with the Procurement Manager's determination, the protesting party may appeal the determination to the County Manager by filing a written appeal, which sets forth the basis upon which the appeal is based. The scope of the appeal shall be limited to the basis alleged in the award protest. The Appeal must be filed with the Procurement Manager within five business days of the date on which the Procurement Manager's written determination was mailed to the protesting party. Failure to timely file an appeal shall constitute a waiver of the protesting party's rights to an appeal of the Procurement Manager's determination, and the protesting party shall be forever barred from subsequently raising or appealing said award defects in any administrative or legal proceeding.
- ii.* After reviewing the appeal, the County Manager will issue a written final determination to the protesting party. Prior to issuing a final determination, the County Manager, in his or her discretion, may direct a hearing officer, or magistrate, to conduct an administrative hearing in connection with the protest and issue findings and recommendations to the County Manager. Prior to a hearing, if held, the Procurement Manager must file with the

hearing officer the protest, any background information, and his or her written determination. The protesting party and the County shall equally share the cost of conducting any hearing, including the services of the hearing officer. If applicable, the County Manager may wait to issue a written final determination until after receipt of the finds and recommendations of the hearing officer. The determination of the County Manger shall be final and not subject to further appeal under this Code.

- (4) **Burden of Proof:** Unless otherwise provide by Florida law, the burden of proof shall rest with the protesting party.
- (5) **Stay of Procurements during Protests:** In the event of a timely protest, the County shall not proceed further with the solicitation or with the award of the contract until the Procurement Manager, after consultation with the head of the using department, makes a written determination that the award of the solicitation without delay is:
 - (a) Necessary to avoid an immediate and serious danger to the public health, safety, or welfare;
 - (b) Necessary to avoid or substantial reduce significant damage to County property;
 - (c) Necessary to avoid or substantially reduce interruption of essential County Services; or;
 - (d) Otherwise in the best interest of the public.

PART B – SOLICITATIONS OR AWARDS IN VIOLATION OF LAW

9.201 APPLICABILITY OF THIS PART.

The provisions of this Part apply where it is determined administratively, or upon administrative or judicial review, that a Solicitation or award of a Contract is in violation of law.

9.202 REMEDIES PRIOR TO AN AWARD.

If prior to award it is determined that a Solicitation or proposed award of a Contract is in violation of law, then the Solicitation or proposed award shall be cancelled or revised to comply with the law.

9.203 REMEDIES AFTER AN AWARD.

If after an award it is determined that a Solicitation or award of a Contract is in violation of law, then:

- (1) If the Person awarded the Contract has not acted fraudulently or in bad faith:
 - (a) The Contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the County; or
 - (b) The Contract may be terminated and the Person awarded the Contract shall be compensated for the actual expenses reasonably incurred under the Contract, prior to the termination.
- (2) If the Person awarded the Contract has acted fraudulently or in bad faith:
 - (a) The Contract may be declared null and void; or
 - (b) The Contract may be ratified and affirmed if such action is in the best interests of the County, without prejudice to the County's rights to such damages as may be appropriate.

PART C - AUTHORITY TO SUSPEND OR DEBAR.

9.301 SUSPENSION OR DEBARMENT

- (1) **Authority to suspend or debar**
 - (a) After consultation with County Attorney, the Procurement Manager is authorized to suspend a person or entity from consideration for award of contracts if the Procurement Manager has

adequate documented evidence to demonstrate that the person or entity has engaged in any activity which is grounds for suspension or debarment. The suspension shall be for a period not to exceed 12 months from the date of the Procurement Manager's discovery of the most recent incident giving rise to the suspension. Suspension may be as to all contracting opportunities, or may be only as to certain types or sizes of projects or contracts, or it may be directed only to one or more distinct operating divisions or units of the suspended person or entity depending on the cause(s) and severity of the reason(s) for suspension.

- (b) After reasonable notice to the person or entity involved and reasonable opportunity for that person or entity to be heard by the Procurement Manager, the Procurement Manager, after consulting with the County Attorney, is authorized to debar a person or entity for cause from consideration for award of contracts. The debarment shall be for a period of not more than three (3) years from the date of the County Manager's discovery of the most recent incident giving rise to the debarment. Debarment may be as to all contracting opportunities, or may be only as to certain types or sizes of projects or contracts, or it may be directed only to one or more distinct operating divisions or units of the suspended or debarred person or entity depending on the cause(s) and severity of the reason(s) for debarment.

(2) **Causes of Suspension or Debarment**

The causes for suspension or debarment include, but are not limited to:

- (a) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract.
- (b) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as bidder or responder to the County.
- (c) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.
- (d) Persistent and repetitive violation of contract provisions.
- (e) Failure without good cause to perform in accordance with the specifications and/or budget or within the time limit provided in the contract.
- (f) A record of unsatisfactory performance in accordance with the terms of one or more contracts.
- (g) A documented history of significant deviation from contract specifications, engineering standards, design or material requirements or safety regulations.
- (h) Debarment by another governmental entity for any cause listed in this Section or provided for in general law.
- (i) For violation of applicable ethics standards set forth in local, state, or federal law.
- (j) Any other cause the Procurement Manager in consultation with the County Attorney determines to be serious and compelling as to effect responsibility.

(3) **Action of Suspension or Debarment**

- (a) The Procurement Manager shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken, the period the suspension or debarment shall be in effect, and inform the debarred or suspended person or entity of any right it may have to administrative review of the decision.
- (b) A decision to suspend or debar shall be final and conclusive unless the debarred or suspended person or entity, within ten business days after receipt of the decision, files a written notice of appeal to the County Manager. The written notice must be submitted to the Procurement Manager for scheduling the matter before the County Manager or designee. The County Manager's decision shall be final and no further appeal will be allowed.

(4) **Reinstatement**

- (a) A person or entity that has been suspended may be reinstated upon written request to the Procurement Manager or designee following the end of the term of suspension.
- (b) After debarment, a person or entity may not contract with the County until reinstated by the Procurement Manager or designee. The person or entity must supply information and reasonable documentation indicating that the conditions causing the debarment have been rectified.
- (c) Suspended or Debarred vendors may continue to receive notifications of Alachua County Board of County Commissioners bid opportunities. Notification of bid opportunities to suspended or debarred bidders shall not be construed as an “invitation”, request to bid, or waiver of suspension or debarment. Suspended or debarred bidders are not eligible for award for the duration of their suspension or debarment period.

SECTION 10

INTERGOVERNMENTAL RELATIONS

PART A – COOPERATIVE PURCHASING

10.201 COOPERATIVE PURCHASING AUTHORIZED

- (1) This section implements the [Alachua County Procurement Code, Article 10](#). The County may participate in, sponsor, conduct, or administer a Cooperative Purchasing agreement for the Procurement of any Supplies, Services, or Construction with one or more Public Procurement Units or Procurement Consortiums in accordance with an agreement entered into between the participants. Such Cooperative Purchasing may include, but is not limited to, joint or multi-party Contracts between Public Procurement Units or Procurement Consortiums and open-ended Public Procurement Unit Contracts that are made available to other Public Procurement Units.
- (2) All Cooperative Purchasing conducted under this Section shall be through Contracts awarded through full and open competition, including use of source selection methods substantially equivalent to those specified in [SECTION 3](#) (Source Selection) of this Manual.
- (3) Cooperative Procurement opportunities will only be used when it is in the County's best interest.

10.202 PIGGYBACKING

- (1) **Piggybacking** the procurement of commodities or services is subject to review by Procurement and the approval of the Procurement Manager. The Procurement Manager may consider the size of the entity, qualifications of Procurement, volume of the purchase and other factors when determining if a piggyback is viable.

SECTION 11

ETHICS

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental Procurement by responsible Contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the County Procurement process. To achieve the purpose of this Section, it is essential that those doing Business with the County also observe the ethical standards prescribed herein. Procurement strives to comply with the National Institute of Government Purchasing (NIGP) Code of Ethics, in [Exhibit N](#).

11.101 GENERAL STANDARDS OF ETHICAL CONDUCT

(1) General Ethical Standards for Employees and Officials

Every Employee, and elected or appointed official of Alachua County has the responsibility to maintain the confidence of the citizens of Alachua County by conducting the Procurement process in an ethical, fair and transparent manner. Employees and officials shall act in good faith to discharge their duties and avoid either the intent or appearance of unethical practices in Procurement relationships, actions and communications. Any attempt to realize personal gain from the Procurement process is a breach of a public trust. All County Employees and elected or appointed officials of Alachua County shall govern themselves in accordance with the standards of conduct as set forth in applicable County Regulations and [Florida Statute, Chapter 112](#).

(2) General Ethical Standards for Non-Employees

Any effort to influence any public Employee to breach the standards of ethical conduct is a breach of ethical standards.

(3) General Ethical Standards for Vendors

(a) No vendor shall discuss or consult with other vendors intending to compete for the same or similar Contract for the purpose of bid rigging, collusion or other activities that are illegal, unethical or limiting competition. No vendor shall submit false information or intentionally submit misleading information.

(b) No vendor shall submit false information or intentionally submit misleading information.

(c) Black-Out Period/Cone of Silence. After the issuance of any Solicitation, no current or prospective vendor or any Person acting on their behalf, shall contact, communicate with or discuss any matter relating to the Solicitation with any Alachua County Employee or elected or appointed official, other than the Procurement Manager or his/her Designee. The prohibition ends upon execution of the final Contract or upon cancellation of the Solicitation. Any current or prospective vendor that lobbies any Alachua County Employee or elected or appointed official while a Solicitation is open or being recommended for award may be deemed ineligible for award of that Solicitation by the Procurement Manager and may be subject to suspension or debarment outlined in [Article 9](#) of the Alachua County Procurement Code and [SECTION 9](#) of this Manual.

11.102 REMEDIES

Failure to comply with this Section shall be deemed a violation of ethical standards subject to administrative actions and may be subject to civil, and/or criminal penalties for ethical violations. Employees who violate the ethics standards described in this Section may be subject to administrative disciplinary action up to and including dismissal from employment. Vendors who violate the ethics standards described in this Section may be subject to suspension and debarment outlined in [Article 9 of the Procurement Code](#) and [SECTION 9](#) of this Manual.

SECTION 12

RENTAL CAR PROCEDURES

12.101 PURPOSE

To establish the process for Alachua County Board of County Commissioners employees renting vehicles while on county business, and to ensure all departments and employees have an understanding of procedures for renting vehicles and provide employees with a reasonable level of service at the lowest possible cost. For additional information refer to the Rental Car Procedures by clicking the link below:

<https://www.powerdms.com/public/ACBOCC/documents/1977602>

SECTION 13

SMALL BUSINESS ENTERPRISE PROGRAM

For Information regarding the Alachua County Small Business Enterprise Program, refer to [Article 11 of the Alachua County Procurement Code](#).

SECTION 14

ALACHUA COUNTY GOVERNMENT MINIMUM WAGE

For Information regarding the Alachua County Government Minimum Wage, refer to [Article 12 of the Alachua County Procurement Code](#).

SECTION 15

GLOSSARY

The County shall utilize the definitions as published in the County Procurement Code and listed below. In addition, the County supports and shall utilize the procurement term definitions as published by the [National Institute of Governmental Purchasing](#) (NIGP). The published definitions shall be maintained in Procurement.

15.101 DEFINITIONS

The words defined in this section shall have the meanings set forth below whenever they appear in this Manual unless:

- The context in which they are used clearly requires a different meaning; or
 - A different definition is prescribed for a particular section or provision.
- (1) **Auction** means a public sale in which Supplies are sold to the highest Bidder.
 - (2) **Best Value Procurement** means a method that emphasizes value over Price. It recognizes that the best value may not be the lowest cost. It may be an assessment of the return that can be achieved based on the total life cycle cost of the item; may include an analysis of the functionality of the item; may use cost-benefit analysis to define the best combinations of quality, Services, time, and cost considerations over the useful life of the acquired item.
 - (3) **Bidder or Offer** means one who submits a response to an Invitation to Bid or one who makes an offer in response to a Solicitation.
 - (4) **Blanket Purchase Order** means an agreement to purchase supplies or services from a specific supplier over a defined period of time, up to a maximum dollar amount. A blanket order generally includes established prices, terms and conditions for a defined period of time, although no quantities are specified; shipments are to be made when and as required by the purchaser, which, in certain cases, may be the end user.
 - (5) **Board** means the Alachua County Board of County Commissioners.
 - (6) **Business** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
 - (7) **Business Day** means any day in which normal County Business operations are conducted. This is considered to be Monday through Friday from 8:30 am to 5 pm local time, and excludes weekends and County observed holidays.
 - (8) **Change Order** means a written order amending the scope or Specification, the Price, the time of performance, or correcting errors, omissions, or discrepancies in a Contract or Purchase Order.
 - (9) **Commodity** means something useful that can be turned to commercial advantage; something that can be processed and resold.
 - (10) **Construction** means the process of building, altering, renovating, improving, or demolishing any public Infrastructure Facility, including any public structure, public building, or other public improvements of any kind to real property. It does not include the routine operation, routine repair, or routine maintenance of any existing public Infrastructure Facility, including structures, buildings, or real property.
 - (11) **Contract** means all types of County agreements, regardless of what they may called, including Purchase Orders, for the Procurement or disposal of Supplies, Services, or Construction.
 - (12) **Contract Amendment** means any written alteration in scope, Specifications, Delivery point, rate of Delivery, period of performance, Price, quantity, or other provisions of any Contract. To be effective, Contact Amendments must be executed by all parties to the Contract.
 - (13) **Contractor** means any individual, Business or legal entity having a Contract with the County.
 - (14) **County** means the Alachua County Board of County Commissioners, and Persons duly authorized to act on behalf of the Board.

- (15) **County Manager** means the Alachua County Manager. The County Manager may delegate specific authority in accordance with [SECTION 22.2-203](#) of the Procurement Code and [section 2.108](#) of this manual.
- (16) **Cost-Reimbursement Contract** means a Contract under which a Contractor is reimbursed for costs which are allowable and allocable in accordance with the Contract terms and the provisions of this Code, plus an allowed fee.
- (17) **Competitive Sealed Bidding** means the preferred method for procuring Supplies, Services, and Construction for public use in which the award is made to the Responsive and Responsible Bidder with the lowest price, based solely on the response to the criteria set forth in the Invitation to Bid. This method does not include discussions or negotiations with Bidders.
- (18) **Competitive Sealed Proposal** means a formal Solicitation method requiring vendors to provide a detailed Proposal in response to the Specifications, which may be more general in nature, and may result in a contractual agreement.
- (19) **Data** means recorded information, regardless of form or characteristic.
- (20) **Delivery** means the physical transfer of possession from one Person to another, as from a carrier, vendor, or Contractor to the purchaser.
- (21) **Designee** means a duly authorized representative.
- (22) **Electronic** means electrical, digital, magnetic, optical, electromagnetic, or any other similar technology.
- (23) **Emergency Purchase** means a purchase made due to an unexpected and urgent request where there is a reasonable risk of harm to public health, welfare or safety, to protect the assets of the County, to ensure compliance with contractual or legal deadlines, or maintain operational effectiveness or efficiency of the County. All purchases will be in accordance with procedures as set forth in this Manual.
- (24) **Established Catalog Price** means the Price included in a catalog, Price list, schedule, or other form that:
- (a) Is regularly maintained by a manufacturer or Contractor
 - (b) Is either published or otherwise available for inspection by customers
 - (c) States Prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the Supplies or Services involved.
- (25) **Employee** means an individual drawing a salary from the County, whether elected or not, and any non-compensated individual performing personal Services.
- (26) **Government Minimum Wage** means contractor or subcontractor of the County providing a covered service to the County shall pay to all of the covered employees an Alachua County GMW as identified in [SECTION 14](#) of this Manual.
- (27) **Governmental Body** means any department, commission, council, board, bureau, committee, institution, legislative body, agency, Government Corporation, or other establishment or official of the executive, legislative, or judicial branch of the County.
- (28) **Grant** means the furnishing of assistance, whether financial or otherwise, to any Person to support a program.
- (29) **Invitation to Bid (ITB)** means all documents, whether attached or incorporated by reference, used for formally soliciting Competitively Sealed Bids. Once bids are opened by the County, changes in scope or Price are not allowed.
- (30) **Invitation to Negotiate (ITN)** means a formal Solicitation method requiring vendors to provide a detailed competitively sealed Proposal in response to the Specifications, which may be more general in nature. Once opened, the County may negotiate agreements with one or all offerors simultaneously to achieve best value. This method allows for negotiation in scope, Price and Delivery.
- (31) **May** denotes the permissive.

- (32) **Multi-Step Bidding** means a formal Solicitation method of source selection involving two competitive steps, combining the elements of both Invitation for Bids and Request for Proposals. The first step may require the submission of technical and Price Proposals with only the technical Proposals being evaluated and scored. The second step involves the opening of Price Proposals of those firms who have achieved the highest technical scores.
- (33) **Office of Procurement** means the office identified by the County Manager as having the primary responsibility to Procure Supplies, Services and Construction, referred to as Procurement.
- (34) **Owner Direct Purchase** means the procurement of Supplies by the County directly from the source for use in a construction project, thus reducing the project's cost to the County by the amount that would have been paid for sales taxes had the Supplies been purchased by the Contractor. All warranty of supplies and workmanship from the Contractor remain intact.
- (35) **Person** means any Business, individual, union, committee, club, other organization, or group of individuals.
- (36) **Piggyback** means a form of intergovernmental Cooperative Purchasing in which an entity will extend the pricing and terms of a Contract entered into by another entity. Terms not altering the scope may be negotiated and the Price may be reduced by negotiation.
- (37) **Price** means the sum or amount of money or its equivalent for which anything is bought, sold or offered for sale.
- (38) **Procedure** means the detailed series of related activities that must be completed, in the order in which they must be done, to accomplish a given task.
- (39) **Procurement** means buying, purchasing, renting, leasing, or otherwise acquiring any Supplies, Services, or Construction. It also includes all functions that pertain to the obtaining of any Supplies, Services, or Construction, including description of requirements, selection and Solicitation of sources, preparation and award of Contract, and all phases of Contract administration. This definition does not include Real Property, which is addressed in Article 6 of the Procurement Code.
- (40) **Procurement Manager** means the employee designated by the County Manager as the administrator of Procurement.
- (41) **Procurement Agent** means any Person duly authorized to enter into and administer Purchase Orders and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.
- (42) **Procurement Card Program** – this program allows for County owned credit cards to be issued to Employees and allows for an efficient, cost-effective method of purchasing or paying for small-dollar items as well as high-volume **purchases**.
- (43) **Procurement Card** means a payment method whereby internal customers are empowered to deal directly with suppliers for purchases using a credit card issued by a bank or major credit card provider.
- (44) **Procurement Description** means the words used in a Solicitation to describe the Supplies, Services, or Construction to be procured, and includes Specifications attached to, or made a part of the Solicitation.
- (45) **Professional Services** means Services rendered by members of a recognized profession or possessing a special skill. Such Services are generally acquired to obtain information, advice, training or direct assistance.
- (46) **Proposal** means a document submitted by an Offeror in response to some type of formal Solicitation to be used as a basis for negotiation or for entering into a Contract.
- (47) **Public Notice** means the distribution or dissemination of information using methods that are described in Procedures or as otherwise required by law. Such methods may often include publication in newspapers of general circulation, posting in public areas, Electronic or paper mailing lists, and web site(s) designated by the County and maintained for that purpose.
- (48) **Purchase Order** means that document to a vendor formalizing all of the terms and conditions for a specified need, and may include, but not be limited to, the technical description of the requested item, scope, Price, Delivery schedule, transportation, criteria for evaluation, suggested sources of

- supply, and information supplied for the making of any written determination required by this Code. Purchase Orders may be amended by Change Orders.
- (49) **Regulation** means a statement by the Board of County Commissioners having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or practice.
- (50) **Request for Applications (RFA)** formal Solicitation means a non-binding method of Solicitation for potential financial awards to provide Services to the community on behalf of the County.
- (51) **Request for Information (RFI)** means a non-binding method whereby a jurisdiction publishes its need for input from interested parties for an upcoming Solicitation. A Procurement practice used to obtain comments, feedback, or reactions from potential responders (suppliers, contractors) prior to the issuing of a Solicitation. Generally, Price or cost is not required. Feedback may include best practices, industry standards, technology issues, et cetera.
- (52) **Request for Proposals (RFP)** means all documents, whether attached or incorporated by reference, utilized to solicit Competitive Sealed Proposals from potential providers for Supplies and Services.
- (53) **Request for Qualifications (RFQf)** means a formal Solicitation method of non-binding Solicitation of the County's specific needs requiring detailed Proposals in response to identify the most qualified providers. Generally, Price or cost is not required.
- (54) **Request for Quotes (RFQ)** means an informal Solicitation where oral or written quotes are obtained from vendors without formal Solicitations. However, such opportunities may be posted on the County's webpage as part of its outreach to small vendors.
- (55) **Responsible Bidder** or Offeror means a Bidder or Offeror who has the capability, in all respects, to perform fully the Contract requirements, and the experience, integrity, perseverance and reliability, capacity, facilities, equipment and credit which will assure good faith performance.
- (56) **Responsive Bidder** or Offeror means a Bidder or Offeror who submitted a bid, proposal or quote which conforms in all material respects to the Solicitation document.
- (57) **Reverse Auction** means an online Auction in which sellers bid against each other to win a buyer's Business. They are typically used to purchase commodities from multiple pre-qualified providers. They also referred to as e-Auctions.
- (58) **Services** means the furnishing of labor, time, or effort by a Contractor, rather than furnishing Supplies or Construction. This term shall not include employment agreements or collective bargaining agreements.
- (59) **Shall** denotes a requirement.
- (60) **Signature** means a manual or Electronic identifier, in accordance with Florida Statutes, or the Electronic result of an authentication technique attached to or logically associated with a record that is intended by the Person using it to have the same force and effect as a manual Signature.
- (61) **Single Sourcing** means a Procurement decision whereby purchases are procured from one source because of standardization, warranty, patent, compatibility, exclusive rights, or other factors including, but not limited to, the continuation of previous Services or additional service even though other competitive sources may be available.
- (62) **Small Business** means an independently owned and operated Business currently performing a useful Business function, headquartered in the Small Business Enterprise Zone, having 25 or fewer permanent fulltime Employees and having a net worth of less than \$1,000,000.
- (63) **Small Business Enterprise Zone** means the area comprised of a list of neighboring counties approved by the County Manager, or designee.
- (64) **Sole Source** means a situation created due to the inability to obtain competition. May result because only one vendor or supplier possesses the unique ability or capability to meet the particular requirements. This decision may also be based on, copyright or proprietary technology.
- (65) **Solicitation** means an Invitation to Bid, a Request for Proposal, telephone calls or any means used to obtain bids, Proposals or quotes for the purpose of entering into a Contract or Purchase Order.

- (66) **Specification** means a precise description of the physical or functional characteristics of a Supply Service, or Construction item of what the purchaser seeks to buy from a Responsible and Responsive Bidder or Offeror. May be referred to as Scope of Work, Scope of Services, Scope, or Statement of Work (SOW).
- (67) **Spend Management** means the process of collecting, cleansing, classifying, and analyzing expenditure Data from all sources within the organization (i.e., Procurement Card, e-Procurement systems, et cetera). The process analyzes the current, past, and forecasted expenditures to allow visibility of Data within the organization at various levels, for example, by supplier, commodity, service, or by department. Spend Analysis provides answers to such questions as what was bought, when was it bought, where was it purchased, how many suppliers were used, how much was spent with each supplier, and how much was paid for the item.
- (68) **Subcontractor** means any business or entity employed to perform part of a contractual obligation under the control of the principal Contractor.
- (69) **Supplier** means the Person or Business actually providing the Supply, Service or Construction required by the contract.
- (70) **Supplies** means all property, including but not limited to goods, equipment, materials, printing, insurance, and leases of personal property, excluding real property.
- (71) **Using Agency** means any agency, board, committee, department, office or other portion of the County which utilizes any Supplies, Services, or Construction procured under this Code unless the County agrees that the agency may adopt their own set of policies and procedures.
- (72) **Vendor** means a supplier or seller of Supplies, Services, and Construction.
- (73) **Written or In-Writing** means the product of any method of forming characters on paper, other materials, or viewable screens, which can be read, retrieved, and reproduced, including information that is Electronically transmitted and stored.

SECTION 16

SUPPLEMENTAL RESOURCES

Alachua County Procurement Code.

https://library.municode.com/fl/alachua_county/codes/code_of_ordinances?nodeId=PTIIADCO_TIT2AD_CH2_2PR

Resolution #14-33 - Contractual Indemnification by the County. [Exhibit P](#)

Resolution #14-49 – Revised Signature Guidelines. [Exhibit Q](#)

List of Florida Procurement Statutes applicable to Counties [Exhibit O](#).

[National Institute of Governmental Purchasing](#).

[Universal Public Procurement Certification Council \(UPPCC\)](#).

[Florida Association of Public Procurement Officers \(FAPPO\)](#).

[Florida Department of Management Services](#).

[Florida Department of State Division of Corporations](#).

SECTION 17

EXHIBITS

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VENDOR PERFORMANCE FORM

VENDOR PERFORMANCE EVALUATION FORM

Vendor Name _____ Vendor Number _____

Department's Name _____ PO Number _____

Items	Always	Usually	Often	Seldom	Never	
	4	3	2	1	0	
1. Holds back orders to a minimum						
2. Delivers without constant follow-up						
3. Provides specified procedures (No substitutes)						
4. Handles complaints/rejections promptly						
5. Delivers on time						
6. Delivers per instructions						
7. Provides proper and accurate deliver receipts						
8. Delivers at quoted prices						
Total Number of Points (4-0) in Each Column						
Vendor's Score	Total Points	Divided by	%	A	C	F
A C F		36	Equals			

Comments/Other:

Signature: _____ Date: ___/___/___

Title: _____ Department: _____

PROCUREMENT CARD PROCEDURES

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PROCUREMENT CARD PROCEDURES

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT CARD PROGRAM

Last Revision

December 11, 2000, January 25, 2008, April 2011, September 2011, October 18, 2021

Contents

Title: INTRODUCTION 1

 I. Purpose 1

 II. General Information 1

 III. Benefits to the Cardholder 1

 IV. Benefits to BOCC 1

 V. Benefits to Suppliers/Merchants 1

Title: CONTRACT INFORMATION 2

 I. Purpose 2

 II. Responsible Position Procurement Manager 2

 III. BOCC's Procurement Card Program Administrator 2

 IV. Bank of America Card Services 2

 V. Contact Person for Payment Inquiries 2

Title: PARTIES INVOLVED IN PROCUREMENT CARD PROGRAM 3

 I. Purpose 3

 II. Card Issuer 3

 III. Procurement Card Program Administrator 3

 IV. Department Director/Division Manager or Higher 4

 V. Department Liaison 4

 VI. Cardholder 5

 VII. Disbursements Manager (Finance & Accounting) 5

 VIII. Supplier/Vendor 6

Title: PROGRAM INFORMATION 7

 I. Purpose 7

 II. Cardholder Eligibility 7

 III. Cardholder Liability 7

 IV. Automatic Closure of a Cardholders Account 7

 V. Misuse of Purchase Card 8

 VI. Security and Storage of Procurement Card 8

 VII. Supplier Blocking 8

 VIII. Spending Controls 8

 IX. Cardholder Compliance with Reporting and Use Requirements 9

Title: HOW TO USE THE PROCUREMENT CARD 10

 I. Purpose 10

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II. Making a Purchase.....	10
III. Purchases/Using the Card for items that are exempt from the Procurement Process in accordance with the Procurement Code.....	11
IV. Recommended Purchases: Items that can be paid for via the Procurement Card but a Purchase Order is required prior to placing the order.....	11
V. Prohibited Purchases.....	11
VI. Sales Tax Exemption.....	12
VII. Erroneous Declines.....	12
VIII. Procedure for Lost, Misplaced, or Stole Procurement Card.....	12
Title: RETURNS, CREDITS, AND DISPUTED ITEMS.....	13
I. Purpose.....	13
II. Returns.....	13
III. Credits.....	13
IV. Unresolved Disputes and Billing Errors.....	13
Title: RECONCILIATION & PAYMENT OF CARDHOLDER'S MONTHLY STATEMENT.....	14
I. Purpose.....	14
II. Reconciliation of Cardholder's Monthly Statement.....	14
III. Payment Guidelines for Bank of America's Monthly Statement.....	14
Title: ATTACHMENTS.....	16
ALACHUA COUNTY BOCC.....	16
PURCHASING CARD PROGRAM CARDHOLDER ACKNOWLEDGMENT.....	17
DISPUTE FORM.....	18
NON-BOCC EMPLOYEE PROCUREMENT CARD AGREEMENT.....	19
PROCUREMENT CARD PROGRAM CARDHOLDER ACKNOWLEDGMENT.....	20
REQUEST FOR CARDHOLDER ADDITIONS/CHANGES.....	21

PROCUREMENT CARD PROCEDURES

Title: INTRODUCTION

I. Purpose

Welcome to the Alachua County Board of County Commissioners (BOCC) Procurement Card Program. The Procurement Card Program is designed to allow rapid purchase of low-dollar goods and services while simultaneously reducing paperwork and handling costs associated with the procurement process.

II. General Information

- a. The Procurement card is a credit card issued by Bank of America. It is a fast and flexible Procurement tool which provides an extremely efficient and effective method of Procurement and paying for small dollar items.
- b. Procurement cards are assigned to individual employees and cannot be transferred to, assigned to, or used by anyone other than the designated employee. Use for personal purchase is strictly prohibited. Fraudulent and/or misuse of the card is grounds for revoking Procurement card privileges and may lead to disciplinary action, up to and including termination of employment.
- c. The Procurement card works just like a regular credit card and will enable Cardholders to purchase non-restricted commodities directly from suppliers. Purchases can be completed with suppliers in person, by phone, by mail, or by secure Internet web-site.
- d. The Procurement card will be issued in the employee's name with Alachua County Board of County Commissioners name also being clearly indicated on the card.

III. Benefits to the Cardholder

- a. Will be able to obtain goods and services directly from suppliers without the need to use the Purchase Order process.
- b. Goods and services may be acquired faster. Purchases are made at the time the need is determined.
- c. Eliminates paperwork and reduces processing time for departmental staff.

IV. Benefits to BOCC

- a. The Procurement card program provides a cost-efficient method for Procurement small dollar goods. Processing costs are reduced at all levels by minimizing the number of procurement related PO's, invoices and checks.
- b. Opportunity to reduce processing of impress/petty cash accounts.
- c. Opportunity to improve vendor relations. Payment for goods and services are received by the vendor within 48 hours from Bank of America.

V. Benefits to Suppliers/Merchants

- a. The Procurement card process eliminates vendor invoicing and the vendor's accounts receivable process.
- b. The vendors receive prompt payment and increases cash flow.
- c. Strength of the Visa name encourages vendors to make sales that would not be made if a field purchase order or regular purchase order were used.

PROCUREMENT CARD PROCEDURES

Title: CONTRACT INFORMATION

I. Purpose

To provide guidelines on who to contact with questions and/or problems concerning the Procurement card program.

II. Responsible Position Procurement Manager

Disbursement Manager
Department Director/Division Manager or Higher
Bank of America Account Specialist

III. BOCC's Procurement Card Program Administrator

Darryl R. Kight, Procurement Supervisor
Mandy Mullins, Procurement Agent 1
Phone Number (352) 374-5202
Fax Number (352) 491-4569

IV. Bank of America Card Services

Phone Number: 1-888-449-2273

V. Contact Person for Payment Inquiries

Patricia Lawrence, Division Manager, Disbursements
Phone Number: 374-3605
Fax Number: 374-5265

PROCUREMENT CARD PROCEDURES

Title: PARTIES INVOLVED IN PROCUREMENT CARD PROGRAM

I. Purpose

To define each parties' roles & responsibilities within the Procurement Card Program.

II. Card Issuer

- a. The card issuer, Bank of America, issues procurement cards to approved BOCC's employees, provides electronic transaction authorization, and bills BOCC for all purchases made using the procurement cards.
- b. Responsibilities of the Card Issuer include:
 1. Provide electronic transaction authorization to purchase goods/services using Bank of America procurement card.
 2. Maintain an electronic profile for each individual Cardholder. Each Cardholder's profile includes spending controls (by \$ per transaction and by monthly \$ total) and supplier blocking (Blocked Merchant Classification Listing).
 3. Make payment to suppliers/vendors within 48 hours of BOCC making a purchase.
 4. Resolve disputed items between BOCC and suppliers.
 5. Provide liability protection to BOCC for fraudulent use of the procurement card.

III. Procurement Card Program Administrator

- a. The procurement card program administrator serves as the main contact for BOCC. The administrator acts as the intermediary for establishing and maintaining Bank of America Reports and for coordinating all Cardholder maintenance (adds, changes, and closures).
- b. The Program Administrator's responsibilities include
 1. Acting as a liaison with Bank of America.
 2. Reviewing approved Cardholder applications for completeness of required information.
 3. Submitting Cardholder applications, change requests, and closures to Bank of America.
 4. Providing training materials to Department Director/Division Manager or Higher and Cardholders before releasing/authorizing the procurement card.
 5. Ensuring Cardholder signs Procurement Card Agreement, signifying cardholder's agreement with the terms of the Procurement Card Program.
 6. Retaining signed Procurement Card Agreements in a secure location.
 7. Ensuring that lost or stolen cards have been closed by Bank of America.
 8. Assist Department Liaison with erroneous declines, unresolved supplier disputes, lost-stolen cards, and fraudulent charges.
 9. Utilizing Bank of America forms and/or electronic reports to administer the Procurement Card Program.
 10. Receive and distribute Master Bank of America bill (statement).
 11. Analyzing exception reports.
 12. Timely deactivation of P-Cards for all Cardholders that terminate employment.

PROCUREMENT CARD PROCEDURES

IV. Department Director/Division Manager or Higher

- a. Approves procurement card applications for employees and forwards the approved application to the Procurement Card Administrator. **Department Director/Division Manager or Higher** also ensures compliance with BOCC's Procurement Card Policies and Procedures Manual within their own department.
- b. The **Department Director/Division Manager or Higher's** responsibilities include:
 1. Ensure the procurement card is used for legitimate business purposes (Public Purpose) only.
 2. Approves initial Cardholder application to establish account with Bank of America and forwards to Program Administrator.
 3. Delegates/assigns authority to Department Liaison (Fiscal Assistant, etc.) to receive and review Cardholder statements and receipts.
 4. Delegates authority to Department Liaison to approve payment for individual Cardholder's monthly statements.
 5. Inform Program Administrator if Cardholder transfers to a different department or terminates employment.
 6. Inform Program Administrator of a request for a Cardholder blocking code or credit limit profile change.
 7. Inform Program Administrator if Cardholder violates policies and procedures as documented in this manual which will also subject Cardholder to disciplinary action.
 8. Destroy Procurement Cards for Cardholders who have been transferred, no longer need card, or have terminated.

V. Department Liaison

- a. Assigned by the **Department Director/Division Manager or Higher**. Reviews transactions of individual Cardholders to make sure the transactions are classified as an appropriate expenditure of the BOCC.
- b. Responsibilities of the Department Liaison include
 1. Receive and review all Cardholder receipts for transactions made with the procurement card.
 2. Reconcile paid receipts to monthly Cardholder statement.
 3. Complete Procurement Card Transmittal Form.
 4. The transmittal form is used to allocate procurement card transactions to the proper expenditure code.
 5. Ensure the transmittal form is completed properly and includes the required signatures for payment authorization. Note: the form must be signed by both the **Department Director/Division Manager or Higher** and Department Liaison.
 6. Submit transmittal form, reconciled signed cardholder statement, and all supporting documentation (detailed receipts) to Finance and Accounting for payment processing to Bank of America no later than the 10th of each billing cycle.
 7. Coordinate merchandise returns directly with the supplier/vendor.
 8. Analyze exception reports.

PROCUREMENT CARD PROCEDURES

9. Attempt to resolve billing disputes directly with the supplier. If unable to resolve the dispute, fax the required Dispute Form (attachment) to Bank of America and contact Program Administrator.
10. Ensure that an appropriate credit for reported disputed items or billing errors (sales tax, etc.) appear on the subsequent Cardholder statement.
11. Report lost or stolen procurement cards to the Program Administrator.
12. Report erroneous declines or fraudulent charges to the Program Administrator.

VI. Cardholder

- a. A card holder is a BOCC employee who is approved by his/her Department Director/Division Manager or Higher to use the procurement card to execute purchase transactions on behalf of BOCC or a Non-BOCC employee who utilizes county funds and will follow the same policies and procedures as BOCC employees.
- b. Responsibilities of the Cardholder include
 1. Ensure the procurement card is used for legitimate business purposes only.
 2. Maintain the procurement card in a secure location at all times.
 3. Not allow other individuals to use their procurement card.
 4. Adhere to the purchase limits and restrictions as defined in BOCC's Procurement Card Agreement. Note, each individual cardholder has to sign a procurement card agreement prior to the Card being issued.
 5. Obtain a paid detailed receipt for ALL transactions.
 6. Forward all receipts to Department Liaison.
 7. Do not accept cash in lieu of a credit to the procurement card account.
 8. Immediately report a lost or stolen card to Bank of America at 1-800-300-3084 (24hours a day, 365 days a year).
 9. Immediately notify the Department Liaison of a lost or stolen procurement card at the first opportunity during normal business hours.
 10. Return procurement card to Department Director/Division Manager or Higher upon terminating employment with BOCC or transferring to another department within BOCC.
 11. If a supplier does not accept credit cards, contact Department Liaison.
 12. Report erroneous declines or fraudulent charges to Department Liaison.
 13. Sign monthly procurement card holder statement used to process payment to Bank of America.

VII. Disbursements Manager (Finance & Accounting)

- a. Process payment to the card issuer, Bank of America, based on purchases approved by the Department Liaison. Ensures all required documentation is maintained to support each purchase transaction.
- b. Responsibilities of the Disbursements Manager include
 1. Ensure payment to Bank of America within 15 calendar days after the close of the billing cycle of the previous month.

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PROCUREMENT CARD PROCEDURES

2. Ensure all transactions post to the correct expenditure account in the general ledger.
3. Perform audit/review of Cardholder statements and receipts to monitor compliance with policy and procedures.
4. Notify Program Administrator of incomplete transmittal package.
5. Maintain file copy of monthly payment to Bank of America along with supporting documentation.

VIII. Supplier/Vendor

- a. An approved vendor from whom a Cardholder is making a purchase.
- b. Vendor's responsibilities include
 1. Supply goods and services free of defects.
 2. Issue itemized receipts for goods/services purchased using the BOCC procurement card.

PROCUREMENT CARD PROCEDURES

Title: PROGRAM INFORMATION

I. Purpose

To provide general guidelines for the purchasing card program.

II. Cardholder Eligibility

- a. Criteria to receive a procurement card is as follows
 1. Employee of Alachua County Board of County Commissioners.
 2. Employee of Court Administration, Guardian Ad Litem, Library Administration, Office of Criminal Conflict, Public Defender, State Attorney that has a legally adopted budget approved by Board of County Commissioners.
 3. Applicant's Request for a procurement card must be approved by his/her Department Director/Division Manager or Higher and forwarded to the Program Administrator.
 4. Each individual Cardholder must sign a Procurement Card Agreement or a Non- BOCC Procurement Card Agreement provided by the Program Administrator.
 5. Spending parameters (section VIII) and supplier blocking will be established to maintain each Cardholder's profile.

III. Cardholder Liability

- a. The procurement card is a government charge card which will not affect the Cardholder's personal credit. However, it is the Cardholder's responsibility to ensure that the card is used within the stated guidelines of the Procurement Manual, Accounts Payable Disbursement Handbook. Failure to comply with program guidelines will result in permanent revocation of the card, notification of the situation to management, and further disciplinary measures that may include termination.

IV. Automatic Closure of a Cardholders Account

- a. The Program Administrator is required to close a Cardholders account for any of the following reasons
 1. Transfers to a different department.
 2. Moves to a new job in which a Procurement Card is not required.
 3. Terminates employment with Alachua County.
 4. The procurement card is used for personal or unauthorized purposes.
 5. The procurement card is used to purchase alcoholic beverages or any substance, material, or service which violates BOCC policy, law or regulation pertaining to BOCC.
 6. The Cardholder allows the card to be used by another individual.
 7. The Cardholder splits a purchase to circumvent the limitations of the procurement card.
 8. The Cardholder uses another Cardholder's Card.
 9. The Cardholder fails to provide receipts for all transactions.
 10. The Cardholder fails to provide, when requested, information about any specific purchase.
 11. The Cardholder accepts a cash refund in lieu of credit to the procurement card account.
 12. The Cardholder does not adhere to BOCC's Procurement Card Policies and Procedures Manual.

PROCUREMENT CARD PROCEDURES

13. The Cardholder has inactivity for a 18 month period.

V. Misuse of Purchase Card

- a. Procurement Card misuse includes, but is not limited to, pyramiding, other unauthorized purchases, and use of the card by someone other than the cardholder (including their staff or clerical support). The cardholder will receive notice informing them of the infraction and providing them the opportunity to respond with any additional information that might clarify the situation. If acceptable information is received, the infraction notice will be withdrawn. If no information is received or the information received is unacceptable, the warning will remain and future offenses will be handled as specified in this section.
 1. First Occurrence - Written Notice of Warning to the cardholder.
 2. Second Occurrence – Infraction letter to notify cardholder of a three (3) month suspension of cardholder privileges and mandatory procurement re-training.
 3. Third Occurrence – Infraction letter to notify cardholder of twelve (12) month suspension of cardholder privileges and mandatory procurement re-training.
 4. Fourth Occurrence – Notification of permanent revocation of cardholder privileges.
 5. All suspension, revocations or terminations will be noticed, by Procurement, to the cardholder and copied to the Department Director/Division Manager or Higher, Transaction Reconciler/Liaison, Procurement Card Administrator and Accounts Payable.

Note: These requirements do not supersede Alachua County Personnel Policy and cardholders may be subject to further disciplinary action.

VI. Security and Storage of Procurement Card

- a. Cardholders should always treat their procurement card with at least the same level of care as their own personal credit cards. The card should be maintained in a secure location, and the card account number should be carefully guarded. The only person entitled to use the card is the person whose name appears on the face of the card. The card may not be lent to another person for any reason.

VII. Supplier Blocking

- a. Merchant Category Codes (MCC) are used to identify the type of business in which the merchant/supplier is engaged. The Bank permits certain suppliers to be blocked which will not allow the cardholder to make a transaction from these suppliers. The Program Administrator has blocked certain vendors based on their Merchant Category Code (MCC).

VIII. Spending Controls

- a. The procurement card is to be used only for the purchase of goods and services. The Public Purpose of such purchases should be clearly evident. BOCC's standard spending parameters for a procurement card are set at \$3,500 per transaction (total of all items purchased at one location per day) with a maximum of \$10,000 per month per card. Any exception to these BOCC standards must be approved by the Cardholder's Department Director/Division Manager or Higher before requesting the Program Administrator to change the Cardholder's profile at Bank of America.
- b. During a State of Emergency, the Procurement Manager has the authority to override spending limits on individual card holders by sending written notification to the Program Administrator.

PROCUREMENT CARD PROCEDURES

IX. Cardholder Compliance with Reporting and Use Requirements

a. Delinquent Statements:

A cardholder is in violation when they fail to submit the statement along with the required documentation, including all applicable reconciliation functions by the deadline set by the Procurement Division and Accounts Payable.

1. First Occurrence - Written Notice of Warning to the cardholder from Comptroller/Accounts Payable.
2. Second Occurrence – Infraction Letter to the cardholder from Comptroller/Accounts Payable.
3. Third Occurrence – Refer infraction to Procurement for three (3) month suspension.
4. Fourth Occurrence - refer infraction to Procurement for six (6) month suspension.
5. Fifth Occurrence – refer infraction to Procurement for twelve (12) month suspension
6. Sixth Occurrence – refer to Procurement to permanently revoke cardholder privileges.
7. All warnings and infractions will be noticed to the cardholder and copied to the Department Director/Division Manager or Higher, Transaction Reconciler/Liaison, Procurement Manager, and Procurement Card Administrators.

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PROCUREMENT CARD PROCEDURES

Title: HOW TO USE THE PROCUREMENT CARD

I. Purpose

To provide guidelines on how to use the procurement card.

II. Making a Purchase

- a. Making a purchase with the Bank of America Procurement Card is very similar to making a purchase with a personal credit card. Orders can be placed in person, by phone, by fax, by mail, or by secure Internet website.
- b. When making a purchase, following these steps
 1. Determine that the procurement card is the appropriate method of acquisition.
 2. Determine whether or not the requested item is a prohibited purchase item ([section V](#)).
 3. Determine whether or not the merchant being used to make the purchase is an authorized supplier (request Blocked Merchant Listing).
 4. Ensure item is being purchased for business purposes only.
 5. Determine that the price is the best that can be obtained.
 - (1) Ask for any available discounts.
 - (2) Verify if vendor is on State Contract.
 6. Present card to the vendor (or card number if procurement via mail, phone, fax, or secure Internet site).
 7. Ensure that Florida Sales Tax is NOT charged ([section VI](#)).
 8. Itemized receipt **MUST** be obtained for all purchases.
 9. If needed, arrange for shipping. It is the Cardholder's responsibility to ensure that the proper delivery instructions appear on the shipping label.
- c. The Cardholder is responsible for ensuring receipt of materials and for following up with the vendor to resolve any delivery problems, discrepancies or claims involving damaged goods.
- d. When receiving a shipment, it is the Cardholder's responsibility to properly inspect the shipment. In case of returns, the Cardholder and/or Department Liaison is responsible for coordinating the return directly with the supplier.

PROCUREMENT CARD PROCEDURES

III. Purchases/Using the Card for items that are exempt from the Procurement Process in accordance with the Procurement Code.

- a. The following are examples of recommended uses of the procurement card
 1. Books and Subscriptions
 2. Conference Registrations
 3. Postage
 4. Newspaper/Magazine Advertisements
 5. Membership Dues
 6. College tuition, educational fees, and/or training fees
 7. Software packages for personal computers (I.S. Approval)
 8. Miscellaneous operating materials and supplies
 9. Minor repair/service of equipment
 10. Airline tickets (approved on individual basis)
 11. Hotel rooms (approved on individual basis)
 12. Rental car (approved on individual basis)
 13. Catering or refreshments (approved Public Purpose form is required prior to making a purchase)
 14. Tourist Development travel writer expenses as authorized by FL Statute #125.0104 (9) (a)

IV. Recommended Purchases: Items that can be paid for via the Procurement Card but a Purchase Order is required prior to placing the order.

- a. The following are examples.
 1. All items that are not exempt from the Procurement Card Process
 2. Capital items (equipment, furniture, etc.)
 3. Consulting services

V. Prohibited Purchases

- a. The card cannot be used to purchase the following items
 1. Personal purchases
 2. Alcoholic beverages
 3. Cash advances
 4. Temporary employment services
 5. Prescription drugs or controlled substances, unless approved by the Procurement Manager
 6. Third Party billing (example PayPal, Venmo, Cash App) are prohibited unless approved by the Procurement Manager.
 7. Food
 - (1) Restaurants, catering, or meals except as approved with an approved Public Purpose form

PROCUREMENT CARD PROCEDURES

- b. Whenever possible, the Merchant Category Code Listing will be utilized to restrict purchases of the above items.
- c. If there are any questions as to whether a transaction is allowed or not, the Cardholder should contact the Program Administrator. The Public Purpose should be clearly evident for all items purchased on the procurement card.

VI. Sales Tax Exemption

- a. BOCC is exempt from sales tax in the State of Florida. BOCC's tax exempt certificate may be used only when BOCC is the direct purchaser and payer of record.
- b. It is the responsibility of the Cardholder to ensure that Florida state sales tax is not charged. If charged state sales tax when making a purchase with the card, it is the Cardholder's and/or Department Liaison's responsibility to get credit from the vendor.
- c. Copies of BOCC's tax exempt certificate are available from Finance and Accounting. The tax-exempt number is 85-8013937423C-9.

VII. Erroneous Declines

- a. If the Cardholder feels that the procurement card has been erroneously declined by a supplier, the Program Administrator should be contacted for assistance. The Program Administrator will contact Bank of America to determine the reason for the decline and may make appropriate changes to the Cardholder profile, if needed.
- b. If a purchase is being made outside of normal business hours, the employee must find an alternate payment method or terminate the purchase and contact the Program Administrator during normal business hours.

VIII. Procedure for Lost, Misplaced, or Stole Procurement Card

- a. Cardholders are required to immediately report any lost or stolen procurement card to Bank of America toll-free at 1-888-449-2273. The Cardholder must also immediately notify his/her Liaison and the Program Administrator about the lost or stolen card at the first opportunity during normal business hours.

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PROCUREMENT CARD PROCEDURES

Title: RETURNS, CREDITS, AND DISPUTED ITEMS

I. Purpose

To provide guidelines for handling returns, credits and disputes.

II. Returns

- a. If a Cardholder has a problem with a transaction (damaged goods, wrong product, etc.), the Cardholder and/or Department Liaison should resolve the issue directly with the vendor. It is important to contact the vendor for resolution as soon as the problem is identified. If necessary, return the item for credit or replacement.

III. Credits

- a. Suppliers should issue all credits for returned merchandise or services to the individual procurement card account for any item they have agreed to accept for return. Under no circumstances should a cardholder accept cash in lieu of a credit to the procurement card account.
- b. It is the Cardholder's and/or Department Liaison's responsibility to make sure that proper credit is received and that any original documentation regarding the credit is attached to the monthly statement.

IV. Unresolved Disputes and Billing Errors

- a. The Cardholder or Department Liaison is responsible for contacting the supplier to resolve any disputed charges. If the matter is not resolved with the supplier, the Cardholder or Department Liaison should
 1. Contact Bank of America at 1-800-300-3084 directly for assistance.
 2. Fax a signed Bank of America Dispute Form to Bank of America at 704-719-5423 to document the reason for the dispute.
 3. Forward a copy of Dispute Form to Program Administrator for reference.
 4. Attach a copy of the dispute form to the packet sent to F&A for payment. Be sure to deduct the disputed item from the monthly payment request.
 5. During the investigation, a credit will be issued to the Cardholder's account for the amount questioned.
 6. Upon completion of the investigation, Bank of America will notify the Cardholder of the resolution.
 7. If the dispute is resolved in the Cardholder's favor, a credit in the amount of the disputed transaction will remain on the Cardholder's statement.
 8. If the dispute is not settled in the Cardholder's favor, the Cardholder's account will be charged for the disputed amount plus any research fees.
 9. Notify the Program Administrator if an acceptable resolution is not obtained.

PROCUREMENT CARD PROCEDURES

Title: RECONCILIATION & PAYMENT OF CARDHOLDER'S MONTHLY STATEMENT

I. Purpose

To provide guidelines for reconciling cardholder's monthly statement and issuing payment to Bank of America.

II. Reconciliation of Cardholder's Monthly Statement

- a. Bank of America will electronically bill BOCC within 5 days after the close of the billing cycle (currently billing cycle closes the 4th of the month). Note, payment is due on the 18th day of the month.
 1. Each cardholder will download their electronic statement and from the global card access site, review and sign and forward to the department liaison
- b. The Department Liaison reconciles the electronic statement against accumulated receipts, charge slips, and/or other supporting documentation.
 1. After reconciling the Bank of America statement the Department Liaison will complete the Procurement Card Transmittal Form.
 - (1) The form must allocate procurement transactions listed on the monthly statement to the proper/appropriate expenditure code.
 - (2) The transmittal form must be signed by both the Liaison Department Director/Division Manager or Higher.
- c. The Department Liaison will forward the Procurement Card Transmittal Form, Bank of America monthly statements, and all supporting documentation (receipts, charge slips, etc.) to Finance and Accounting by the 15th day following the close of the previous billing cycle.
 1. Request for payment of the monthly statement should be in the following format.
 - (1) Signed Procurement Card Transmittal Form (first)
 - (2) Cardholder Signed Bank of America's Monthly Statement (second)
 - (3) All supporting documentation (last)

III. Payment Guidelines for Bank of America's Monthly Statement

- a. The Disbursement Manager in Finance and Accounting will review the procurement card payment request sent by each department.
 1. The payment packages will be reviewed to ensure compliance with stated policies and procedures. The review should ensure.
 - (1) Payment packet includes signed procurement card transmittal form.
 - (2) All supporting documentation is attached to the payment request.
 - (3) All transactions listed on the Bank of America statement are appropriate purchases of BOCC (i.e. meet public purpose requirements, etc.).
 - (4) All purchases are coded to the proper expenditure account.
- b. The Disbursement Manager will reconcile amounts billed on individual cardholder's statements to the total amount billed to BOCC by Bank of America.
 1. Ensure individual cardholder's statements submitted for payment by departments total to the combined cardholder's statement downloaded from Bank of America.

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PROCUREMENT CARD PROCEDURES

- c. Issue payment to Bank of America by the 18th of the month.
- d. Make sure each payment to Bank of America along with all supporting documentation is properly filed.

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PROCUREMENT CARD PROCEDURES

Title: ATTACHMENTS

ALACHUA COUNTY BOCC
PROCUREMENT CARD AGREEMENT

Alachua County BOCC is pleased to offer you the Bank of America Procurement Card. It represents Alachua County BOCC's trust in you and your empowerment as a responsible agent to safeguard Alachua County BOCC assets.

I, _____, hereby acknowledge receipt of the Alachua County BOCC Procurement Card Program Policies and Procedures document and confirm that I have read and understand its terms. As a Cardholder, I agree to comply with said document and understand that Alachua County BOCC is liable to Bank of America for all Alachua County BOCC approved purchases.

I agree to use the Procurement Card for Alachua County BOCC approved purchases and agree not to charge personal purchases. I understand that Alachua County BOCC will audit the use of the card and report any discrepancies.

I further understand that improper use of the card will result in an investigation which may lead to further disciplinary action, up to and including prosecution and termination of employment. Should I fail to use the card properly, I authorize Alachua County BOCC to deduct such amount from my salary equal to the total amount of improper expenditures. I also agree to allow Alachua County BOCC to collect any amounts owed by me even if I am no longer employed by Alachua County BOCC.

In the event that the Procurement Card is used improperly, I hereby authorize Alachua County BOCC to release my last known address and any information relating to my use of the card to Bank of America.

I understand that Alachua County BOCC may terminate my right to use the card at any time for any reason. I also agree to return the card to Alachua County BOCC immediately upon request or upon termination of employment.

CARDHOLDER:

(Print Name)

(Signature)

(Date)

(Department/Division)

PROGRAM ADMINISTRATOR:

I acknowledge that the above Cardholder has been issued Alachua County

Procurement Card Number: _____

Signature: _____

Date: _____

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PROCUREMENT CARD PROCEDURES

PURCHASING CARD PROGRAM CARDHOLDER ACKNOWLEDGMENT

_____ I have been provided a copy of the Alachua County Board of County Commissioners Purchasing Card Program Policies and Procedures.

_____ I have been provided training on _____ and understand the purchasing card program. I have been given an opportunity to ask any questions to clarify my understanding of the purchasing card program.

_____ I have signed the Alachua County Board of County Commissioners purchasing card agreement.

Cardholder's Name *(print)*

Cardholder's Signature

Date

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PROCUREMENT CARD PROCEDURES

DISPUTE FORM



COMMERCIAL CARD CLAIMS STATEMENT OF DISPUTED ITEM

Instructions: Your company should first make good-faith efforts to settle a claim for purchases directly with the merchant. If assistance from Bank of America is required, please complete this form, and fax or mail with required enclosures within 60 days from the billing close date to:

Bank of America - Commercial Card Services Operations
P. O. Box 53101
Phoenix, AZ 85072-3101
Phone (888) 443-2273, FAX (888) 678-6046

Company Name:
Account Number:
Cardholder Name:

This Charge appeared on my statement, billing close date:
Transaction Date:
Reference Number:
Merchant Name/Location:
Posted Amount: Disputed Amount:

(Cardholder Signature) (Authorized Participant Signature) (Date) (Phone Number)

Please Check Only One

- 1. Unauthorized Transaction: I did not authorize, nor did I authorize anyone else to engage in this transaction. No goods or services represented by the above charge were received by me or anyone I authorized. My Bank of America card was in my possession at the time of the transaction.
2. Charge Amount Does Not Agree With Order Authorizing the Charge: The amount entered on the sales slip was increased from \$ to \$. I have enclosed a copy of the unaltered sales slip.
3. Merchandise or Services Not Received: I have not received the merchandise or services represented by the above transaction. The expected date of delivery of services was. (Please describe your efforts to resolve this matter with the merchant, the date(s) you contacted them and their response.)
4. Defective or Wrong Merchandise: I returned the merchandise on because it was (check one): defective; wrong size; wrong color; wrong quantity. (Please describe your efforts to resolve this matter with the merchant, the date(s) you contacted them, their response and proof of the return of merchandise. Please provide a detailed description of the wrong or defective nature of the merchandise.)
5. Recurring Charges After Cancellation: On (date), I notified the merchant to cancel the monthly/yearly agreement. Since then my Bank of America account has been charged time(s). (Please enclose a copy of the merchant's confirmation of your cancellation request.)
6. Recurring Charges Already Paid by Other Means: I already paid for the goods and/or services represented by the above charge by means other than my Bank of America Commercial Card. (Please provide a copy of the front and back on the cancelled check, money order, cash receipt, credit card statement, or other documentation as proof of purchase/payment. Describe your efforts to resolve this matter directly with the merchant, the date(s) you contacted them, and their response.)
7. Credit Appears as a Charge: The enclosed Credit Voucher appeared as a charge on my Bank of America Commercial Card account.
8. Credit From Merchant Not Received: I did not receive credit for the enclosed Credit Voucher within 30 calendar days from the date it was issued to me by the merchant shown above. (Please describe your efforts to resolve this matter with the merchant, the date(s) you contacted them and their response. Provide a detailed statement explaining your reason(s) for disputing this charge.)
9. Hotel Reservation Cancelled: I made a reservation with the above hotel which I later cancelled on (date) at (time). I received a cancellation number which is. (Please describe how the reservation was cancelled, proof of cancellation and attempts to resolve this issue with the merchant.
I was not given a cancellation number.
I was not told at the time that I made the reservation that my account would be charged for a "No Show".
I was not informed of the cancellation policy.
10. Double or Multiple Charges: My Bank of America Commercial Card Account has been double charged. The valid charge appeared on (date). The duplicate charge(s) appeared on.
11. Do Not Recall the Transaction: The statement has an inadequate description of the charge. Please supply supporting documentation.
12. Other, Above Descriptions Do Not Apply: Please attach a detailed letter explaining the reason for your dispute and your attempts to resolve this issue with the merchant.

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PROCUREMENT CARD PROCEDURES

NON-BOCC EMPLOYEE PROCUREMENT CARD AGREEMENT

Alachua County BOCC is pleased to offer NON-BOCC employees you the Bank of America Procurement Card. It represents Alachua County BOCC's trust in you and your empowerment as a responsible agent to safeguard Alachua County BOCC assets.

I, _____, hereby acknowledge receipt of the Alachua County BOCC Procurement Card Program Policies and Procedures document and confirm that I have read and understand its terms. As a Cardholder, I agree to comply with said document and understand that Alachua County BOCC is liable to Bank of America for all Alachua County BOCC approved purchases.

I agree to use the Procurement Card for Alachua County BOCC approved purchases and agree not to charge personal purchases. I understand that Alachua County BOCC will audit the use of the card and report any discrepancies.

I further understand that improper use of the card will result in an investigation which may lead to further disciplinary action, up to and including prosecution and termination of employment. Should I fail to use the card properly, I authorize Alachua County BOCC to deduct such amount from my salary equal to the total amount of improper expenditures. I also agree to allow Alachua County BOCC to collect any amounts owed by me even if I am no longer employed by Alachua County.

In the event that the Procurement Card is used improperly, I hereby authorize Alachua County BOCC to release my last known address and any information relating to my use of the card to Bank of America.

I understand that Alachua County BOCC may terminate my right to use the card at any time for any reason. I also agree to return the card to Alachua County BOCC immediately upon request or upon termination of employment.

CARDHOLDER:

(Print Name)

(Signature)

(Date)

(Department/Division)

PROGRAM ADMINISTRATOR:

I acknowledge that the above Cardholder has been issued Alachua County

Procurement Card Number: _____

Signature: _____

Date: _____

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PROCUREMENT CARD PROCEDURES

PROCUREMENT CARD PROGRAM CARDHOLDER ACKNOWLEDGMENT

_____ I have been provided a copy of the Alachua County Board of County Commissioners Procurement Card Program Policies and Procedures.

_____ I have been provided training on _____ and understand the Procurement card program. I have been given an opportunity to ask any questions to clarify my understanding of the Procurement card program.

_____ I have signed the Non-BOCC Employee Procurement card agreement.

Cardholder's Name *(print)*

Cardholder's Signature

Date

PROCUREMENT CARD PROCEDURES

**REQUEST FOR CARDHOLDER ADDITIONS/CHANGES
OR
LIAISON ONLY ACCESS TO WORKS AND GLOBAL CARD ACCESS**

EMAIL TO: Darryl R. Kight, Purchasing Supervisor, dkight@alachuacounty.us

CC: Mandy Mullins, Purchasing Agent, mmullins@alachuacounty.us

FROM: _____, Department Director

This request is for the following, (Check Below):

<input type="checkbox"/>	NEW CARDHOLDER REQUEST	<input type="checkbox"/>	LIAISON ONLY (Access to Works and Global Card Access)
<input type="checkbox"/>	DELETE/CLOSE A CARDHOLDER ACCOUNT	<input type="checkbox"/>	CHANGE CARDHOLDER INFORMATION
<input type="checkbox"/>	REPORT A LOST/STOLEN CARD	<input type="checkbox"/>	AMAZON BUSINESS PRIME ACCOUNT

CARDHOLDER INFORMATION			
CARDHOLDER/LIAISON NAME: (MUST BE AS APPEARS ON THE CREDIT CARD/ COMPLETE LEGAL NAME)			
SIGNATURE OF CARDHOLDER: (Signature not needed for Liaison)		DIRECT CONTACT NUMBER:	
		EMAIL ADDRESS	
CARDHOLDER CONTROLS			
MERCHANT CATEGORY GROUP (Please check one of the boxes located to the right)	<input type="checkbox"/>	BOCC EXCLUDE TRAVEL (Check the box to the left)	<input type="checkbox"/>
			BOCC TRAVEL (Check the box to the left)
DEPARTMENT NAME:			
DIVISION NAME:			
DEPARTMENT DIRECTOR NAME (PRINT):			
DEPARTMENT DIRECTOR SIGNATURE:			
REASON/EXPLANATION:			

PURCHASING CARD ADMINISTRATOR APPROVAL: _____

Electronic Record and Signature Disclosure created on: 6/3/2025 8:19:40 AM
Parties agreed to: Michele Liebman

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to **'I agree to use electronic records and signatures'** before clicking **'CONTINUE'** within the DocuSign system.

By selecting the check-box next to **'I agree to use electronic records and signatures'**, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.

EMERGENCY CERTIFICATION FORM

Emergency Certification Form

Date: _____

Note: Complete this form with all pertinent information (Purchasing Policy Manual, Section 3-3, Emergency Purchases).
Submit this form, a requisition and all emergency backup to Procurement.

Department: _____

Division: _____

Account Charged:

/	/	/	/	/	/	/	/	/	/
<small>(Fund)</small>	<small>(Dept/Division)</small>	<small>(Activity)</small>	<small>(Element)</small>	<small>(Object)</small>	<small>(Fund)</small>	<small>(Dept/Division)</small>	<small>(Activity)</small>	<small>(Element)</small>	<small>(Object)</small>
/	/	/	/	/	/	/	/	/	/
<small>(Fund)</small>	<small>(Dept/Division)</small>	<small>(Activity)</small>	<small>(Element)</small>	<small>(Object)</small>	<small>(Fund)</small>	<small>(Dept/Division)</small>	<small>(Activity)</small>	<small>(Element)</small>	<small>(Object)</small>

Authorized Department Signature: _____ Type Name: _____

Emergency Circumstances (Type In Your information for Printing):

Recommended Action (Type In Your information and Print):

***** Procurement Manager Use ONLY *****

Approved Denied

(Procurement Manager's Signature)

____/____/____
(Date)

Chair, Alachua County Board of County Commissioners

____/____/____
(Date)

SINGLE / SOLE SOURCE CERTIFICATION

SINGLE/SOLE SOURCE JUSTIFICATION FORM

Complete this form when requesting an exception to the county's competitive procurement policy where only one firm has a product that will meet the project's needs or product specifications, or only one firm can do the work requested. Completing this form does not guarantee that the proposed vendor will be selected. It is the requester's responsibility to provide all required information and documentation as indicated in this form.

Procurement Manager reserves the right to competitively bid, negotiate, or solicit additional information and remains the final authority on all procurement issues.

Type of Source	
Sole Source: The ONLY known supplier for unique products and services where no other options are available.	
Single Source: Though there may be alternate sources for the product or service requested, circumstances dictate the use of the proposed vendor, i.e., availability, timeliness, location, etc.	
Part I: General Requester Information	
Department Name:	Division Name:
Purchase Order Request# (POR) if available:	Total Amount of Purchase:
Part II: Vendor Information	
Vendor Name:	Vendor Contact Name:
Vendor Contact Phone:	Vendor Contact Email:
Part III: Single/Sole Source Justification (check one or more)	
DESCRIPTION OF PURCHASE: The Manufacturer, model number and / or generic description.	
1	Parts/Equipment Can Only be Obtained from Original Manufacturer - Not Available Through Distributors.
2	Only Authorized Area Distributor of the Original Manufacturer.
3	Proprietary Item/Service <u>(Explain Below)</u>
4	Parts/Equipment not Interchangeable with Similar Parts of Another Manufacturer <u>(Explain Below)</u>
5	This is the Only Known Item/Source that will meet the Specialized need of this Department or Perform the Intended function. <u>(Explain Below)</u>
6	Parts/Equipment are Required from this Vendor to Provide Standardization <u>(Explain Below)</u>
7	Upgrade to existing software. Available only from the Producer of this Software Who Sells on a Direct Basis Only.
8	An Awarding Agency or Pass-through that was competitively Procured.
9	None of the Above Apply. Detailed Explanation for Source Request <u>(Explain Below)</u> Describe the full scope of work contemplated including installation if required; items should include brand, model and part number if applicable;

SPECIFICATION WRITING

Specification: A description of the physical or functional characteristics, or of the nature of a supply, services or construction item; the requirements to be satisfied by a product, material, or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied.

A specification should:

1. Allow for competition at the manufacturing level
2. Identify those measurable physical, functional and quality characteristics common to at least two manufacturers.
3. Complete in the stipulation of all requirements, either directly, or by reference to other specifications, publications, or drawings.

Requirements should include:

1. Basic design
2. Physical dimensions
3. Weights
4. Percent and type of ingredients
5. Types/grades or materials, if applicable

Specifications should not be too restrictive because a restrictive specification usually limits competition and eliminates items that can satisfactorily meet actual needs.

A good specification should be:

1. Simple, consistent and exact, but not so specific that a loophole will allow a bidder to evade any of the provisions and thereby take advantage of his competitors or the buyer.
2. Identified, when possible, with some brand specification already on the market.
3. Capable of being checked. It should describe the method of checking which will govern acceptance or rejection. A specification which cannot be checked is of little value and only confusion will result.
4. Reasonable in its tolerance. Unnecessary precision is expensive
5. As fair to the seller as possible
6. Capable of being met by several bidders for the sake of competition.
7. Clear and up-to-date. Misunderstandings can be expensive
8. Flexible, inflexible specifications defeat progress. Invite vendors to suggest cost saving alternative or substitutes.

Wording:

Inappropriate use of words in your specification could have undesired results. If you say “may” rather than “will” it could mean one thing to one supplier and another to the end user. Use “shall” or “will” to express a requirement and “should” or “may” to express non-mandatory provisions.

Types of Specifications:

1. **Brand Name** specifications cite a brand name, model number, or some other designation such as a catalogue number, etc. that identifies a specific product of a manufacturer as an example of the quality level desired.

2. **Qualified Products List (QPL)** is a form of specification in which various brands and models of a specific item are examined, approved and placed on a list (*helps determines in advance products which are acceptable*).
3. **Design specifications** describe a requirement by use of specific conditions, physical means, dimension, and details (*usually they are not flexible and the supplier has little latitude*).
4. **Performance specifications** describe a requirement in relationship to a function, task, or desired accomplishment without materially indicating a physical means, dimension, specific details or design as to how to perform the desired result (*they allow flexibility because the supplier has latitude in performing the desired results*).
5. **Combination design/performance specifications** incorporate, to the degree required, the attributes of both performance and design (*this type is most common used in government today*).

One of the most important parts of your specifications is to outline the ground rules for sampling, inspection and testing. The terms of the Uniform Commercial Code states that the buyer has the right, before payment or acceptance to inspect. The Code further states that the cost of inspection is to be born by the buyer; however, they may be recovered from the seller if the goods do not conform to the specifications and are rejected.

Specifications should always specify how the items are to be packaged, packed and marked.

With the appearance of national financial, manufacturing and distribution institutions in this country, the need for a uniform law of commerce grew so that commerce would not be hindered by the need to accommodate the varying state laws. Thus, the American Law Institute and the National Conference of Commissioners on Uniform State Laws in 1951 issued a uniform code of commercial law and offered it to the legislatures of each of the fifty states. That code, called the uniform Commercial Code (UCC), addresses a wide range of commercial topics, from the bulk sales of goods to the negotiability of certain documents. For purposes of the sales of goods, it embodies many of the principles of the common law of contracts but also changes them in certain areas. Today, all fifty states have adopted some version of the UCC.

Checklist

1. Decide on the appropriate type of specification.
2. Include essential characteristics necessary.
3. Exclude non-essential characteristics
4. Clearly delineate vendor obligation by including a precise state of:
 - a. The object sought
 - b. The work to be performed
 - c. The items to be delivered, and when
5. Explain terms and conditions, compliance obligations, reports, testing, etc.
6. Provide a clear, consistent and reproducible method for determining if requirements are met.
7. Include a clear statement of intended use.
8. Write plainly and precisely.
 - a. Eliminate ambiguity (*doubt fullness or uncertainty*)
 - b. Allow no room for misinterpretation
 - c. Eliminate legal liabilities
 - d. Use accurate technical and trade terms
 - e. Use short, concise words

- f. Use phrases, words consistently
 - g. Include mandatory language proper to any statutes that may apply
 - h. Don't use unnecessary words
 - i. Don't use words or phrases that have multiple meanings
 - j. Use words in their normal, common meaning
- 9. Don't put anything in the specification which is in conflict with anything else in your bid document.
 - 10. Leave no loopholes
 - 11. Avoid using acronyms (*a word formed from the initial letter or groups of letters of a word in a name or phrase*)
 - 12. Avoid making assumptions
 - 13. Avoid the use of clichés. (*a trite, stereotyped expression*)

**PROCUREMENT INFORMATION REQUIREMENT
(ANNUAL/NON- CONSTRUCTION)**

**PROCUREMENT INFORMATION REQUIREMENT
(ANNUAL/NON- CONSTRUCTION)**

- 1) Choose One _____ # _____ Expiration Letter: Yes No
 - a) Title: _____
 - b) Procurement Agent: Choose One _____
- 2) POR #: _____
- 3) Choose One _____ Choose One _____ 1st _____ 2nd _____
- 4) MPB: Yes No Date: _____ Location: _____
- 5) Opening Date: _____
- 6) Department Name: Choose One _____
 - a) Department Contact: _____
 - b) Department Director: _____
- 7) Insurance: Choose One _____
- 8) SBE: Yes No; if no, Procurement Manager Approval _____
- 9) Estimated Budget: _____
- 10) GMW: Yes No (Services > \$50k)
- 10) PO/CNT: _____
- 11) Term: _____
- 12) Vendors List Attached Yes No _____
- 13) Suggested Commodities to Search:
 - a) _____
 - b) _____
 - c) _____
- 14) Return Date for Routing back to Purchasing: _____

**PROCUREMENT INFORMATION REQUIREMENT
(GENERAL – CAPITAL CONSTRUCTION)**

**Procurement Information Requirements
(General - Capital Construction)**

Project Title _____

Project #: _____ POR #: _____

Project Description (Complete Summary "The Work"): _____

Estimated Project Budget: \$ _____

Project Manager Name and Title: _____

Architect/Engineer: _____

BID Opening Date: _____

Target Ad Date: First Date: _____ Second Date: _____

Mandatory Pre-Bid Meeting/Site Visit:

Site Visit Address _____

Type of Insurance Required by Risk Management: Choose One _____

Required Days to Submit (P & P) Bonds after Execution: _____ Calendar Days

Required Days to Submit Bond in the event of Surety Bankruptcy: _____ Calendar Days

Submittal of "List" after Substantial Completion: _____ Days

Days to Notify County of Acceptance: _____

Working Days for Substantial Completion: _____ Liquidated Damages for Substantial Completion: \$ _____ /day

Calendar Days for Final Completion: _____ Liquidated Damages for Final Completion: \$ _____ / day

Exhibit 1: Non - Technical Specifications (General Terms and Conditions)

Comprehensive Technical Specifications Submitted: _____

Exhibit 2: Technical Specifications (Special Conditions)

Comprehensive Technical Specifications Submitted: _____

Exhibit 3: Plans / Permits / UWS

Submitted to Procurement on : _____

Exhibit 9: Bid Form/ Schedule of Values

Schedule of Values Submitted to Procurement on : _____

TBD by Procurement:

Bid/RFP #: Contract #: _____ SBE: GWM:

Pre-Bid Meeting/Site Visit Date: _____ and time: _____

Suggested Commodities to Search: _____

SAMPLE OF DEPARTMENT RECOMMENDATION



**Alachua County
Public Works Department**

**Ramon D. Gavarrete, P. E.
Public Works Director**

January 20, 2021

MEMORANDUM

TO: Larry M. Sapp, Purchasing Manager
FROM: Ramon D. Gavarrete, P.E., Public Works Director/County Engineer
SUBJECT: BID #21-963 – Alachua County Jail Shower Resurfacing Project #8201911 – FY20

Public Works
Ramon D. Gavarrete, P.E.
Public Works Director
rgavarrete@alachuacounty.us
Tel: (352) 374-5245
Fax: (352) 337-6243

Fleet Management
Gerald D. Bailey
Fleet Manager
gbailey@alachuacounty.us
Tel: (386) 462-1975
Fax: (386) 418-0331

Critical Facilities
Scott Travis
Critical Facilities Manager
stravis@alachuacounty.us
Tel: (352) 491-4513
Fax: (352) 337-6243

Administration
Kenneth Fair, CPA, CGFO
Sr. Administrative Support Manager
kfair@alachuacounty.us
Tel: (352) 374-5245
Fax: (352) 337-6244

Our department has reviewed the response submitted for the above referenced bids, and have determined that the submitted bid is in compliance with the Department's bid documents and instructions.

Critical Facilities, a division of Public Works recommends awarding the bid to the lowest most responsible and responsive bidder E.B Morris General Contractors, Inc. with a base bid of \$165,000.00. Additionally, bid Alternate 1 and bid Alternate 2 will be accepted; therefore, increasing the awarded amount to \$373,100.00.

The department recommends an initial contract amount of \$373,100.00 and a 5% contingency for \$18,655.00 for a total contract amount of \$391,755.00.

As per email from Mr. Tommy Crosby, Assistant County Manager (attached), a budget amendment allocating funds from reserves will accompany the agenda item for the recommended amount.

If you have any questions, or require additional information, please contact Mr. Scott Travis at 352.548.1238.

RDG:ST

5620 NW 120th Lane ■ Gainesville, Florida 32653
Tel: (352) 374-5245

<http://www.alachuacounty.us>

If you have a disability and need an accommodation in order to participate in a County program, service or public meeting, please contact the Equal Opportunity Office at 352-374-5275 at least 2 business days prior to the event. TDD users, please call 711 (Florida Relay Service).

SAMPLE PROPOSED AWARD RECOMMENDATION



ALACHUA COUNTY
Budget and Fiscal Services
Procurement

Larry M. Sapp, CPPB
 Procurement Manager

Darryl R. Kight, CPPB
 Procurement Supervisor

January 22, 2021

MEMORANDUM

TO: Larry M. Sapp, CPPB, Procurement Manager
VIA: Darryl R. Kight, CPPB, Procurement Supervisor
FROM: Theodore White, CPPB, Procurement Agent II *TQW*
SUBJECT: PROPOSED AWARD DECISION (Intent to Award)
 BID 21-963 Alachua County Jail Shower Resurfacing - Project #8201911

Solicitation Opening Date: 2:00 PM, Wednesday, November 25, 2020
Solicitation Notifications Sent To: 1465 Vendors
Solicitations Requested By: 25 Vendors
Solicitation Received From: 1 Vendor

<u>FIRMS:</u>	<u>BID AMOUNT:</u>	<u>ALTERNATE 1:</u>	<u>ALTERNATE 2:</u>
E.B. Morris General Contractors, Inc. Ponte Vedra Beach, FL	\$165,000.00	\$88,400.00	\$119,700.00

RECOMMENDATION:

The above solicitation be awarded to E.B. Morris General Contractors, Inc., as the lowest responsible and responsive bidder meeting specifications. The award is for the Base Bid (\$165,000.00), plus Alternate 1 (\$88,400.00) and Alternate 2 (\$119,700.00), plus a 5% contingency amount of \$18,655.00, for a total fiscal impact of \$391,755.00. The actual bid award is subject to the appropriate signature authority identified in the Procurement Code.

Larry M. Sapp
 Approved
 Larry M. Sapp, CPM, CPPB
 Procurement Manager

2-01-2021
 Date

Disapproved
 Larry M. Sapp, CPM, CPPB
 Procurement Manager

TJ/bf

SAMPLE EVALUATION TEAM MEMO



**Alachua County
Fire Rescue**

Harold Theus, Chief

November 5, 2020

MEMORANDUM

To: Michele Lieberman, County Manager

Via: Harold Theus, Chief *HT*

Via: Carl Smart, Asst. County Manager *CS*

From: Keith Godwin, Communications Section Chief *K.G.*

Re: RFP #21-976 Evaluation Team

The 911 Office is pursuing professional services to replace the current AT&T legacy 911 routing network and associated databases with Next Generation 911 (NG-911) services. NG-911 services are Internet Protocol based and operate within a closed, public safety only network. NG-911 is a nationwide endeavor and many counties within Florida are transitioning to this type service. The AT&T legacy network will at some point be placed out of service.

The below evaluation team members are knowledgeable in 911 services and includes a consultant under contract with the BoCC via the County 911 Coordinator Keith Godwin.

- Keith Godwin, County 911 Coordinator, Team Leader
- Jim Lanier, CCC Manager, Alachua County Sheriff's Office
- Michelle Clark, GIS Specialist, 911 Office
- Phil Royce, 911 Specialist, 911 Office
- Tim Grundlach, Consultant, TGRA Consulting

Approved:

Disapproved: _____

Michele Lieberman *ML*
 Michele Lieberman, Alachua County Manager

NOVEMBER 23, 2020
 Date

AKG/gbg

PURCHASE ORDER FLOW

Subject	Purchase Order Requests (POR)
Description	How to enter Purchase Order PORs
Procedure	<p>Purchase Orders are specifically, issued for specific items, with a specific dollar value.</p> <p>There are three parts to a POR: 1. Purchase Order Information (Header), 2. Item Description and Information and 3. Back-up Documentation</p> <ol style="list-style-type: none"> 1. POR Information (Header): Verify Information <ol style="list-style-type: none"> a. Department: Department your entering for b. Vendor: Confirm correct Vendor/Vendor # c. Description: Agent/Procurement Method/Dept./Name – Vendor Name, Department Info d. Type: Select POR Type (Purchase Order) e. Form Type: Custom PO – Standard – Custom PO – Standard f. Bill to Location: Will automatically select per Department g. Purchasing Address: Confirm Vendor Contact and Email h. G/L Date: FY POR must have current GL date i. Resolution #: Attachment, Quote #/Written Quote (WQ) #, Bid #, Request for Proposals (RFP) #, Florida State Contract (FL CNT) #, National Contract (NAT CNT) #, Etc. j. Assign to Buyer: Procurement Agent 2. Item and Description Information: Customized <ol style="list-style-type: none"> a. Item: Select from the drop-down listing <ul style="list-style-type: none"> • IF using a Single/Sole Source procurement select XBID EX – 27 or 28 as your item type • IF using an Emergency Procurement select XBID EX – 16 as your item type. • IF using Capital funding, select the correct item (ZZ) and make sure that the asset box is marked. b. Description: Detailed information about the service/product being procured. <ul style="list-style-type: none"> • Example: <i>Large American Flags, Size: 8’ x 12’, Color: Red, White, Blue</i> • When using pricing from <u>ANY</u> Annual Bids, Bids, WQ, FL CNT, NAT CNT, etc. the description should read as below: Pricing per (number) (name) in accordance with prices, conditions and specifications. Example: <i>Pricing per 17-35 Annual A & E Services for Capital Construction Less Than \$2 Million in Accordance with Prices, Conditions and Specifications</i> c. Quantity: Number of goods d. Unit of Measure: Type of unit being procured e. Price per Unit: Cost of Unit f. G/L Account: Department’s Responsibility 3. Attach all back-up documentation
Back-Up Documentation	<ol style="list-style-type: none"> a. Bid/RFP documents (Bid/RFP Forms, Addendums, Proposed Award Decision, Contracts, Submittals, Pricing Sheets, Signed Renewal Form, etc.) b. Approved Insurance Certificate (for services) c. Quote/s

	<ul style="list-style-type: none"> d. Director Approved Emergency Certification Form e. Director Approved Single/Sole Source Justification Form
<p>Approval Levels</p>	<p style="text-align: center;"><u>Approval Levels</u></p> <p>Level 1: Fiscal Support Services – Level 1 should be entered by Administrative/Fiscal or Equivalent Staff</p> <p>Level 2: Administrative Support Manager - Level 2 is for Final budget approval (project number, backup, coding, assets flags, etc.)</p> <p>Level 3: Information & Telecom Services</p> <p>Level 4: Department of Finance and Accounting</p> <p>Level 5: Office of Management & Budget</p> <p>Level 6: Procurement Agents</p> <p>Level 7: Procurement Supervisor/Contracts</p> <p>Level 8: Procurement Manager/BOCC Approval</p> <p>Level 9: Procurement/Contract Approver</p>
<p>Dates/Deadlines</p>	<p style="text-align: center;"><u>Informal Bids</u></p> <p>≤ \$3,500.00 = 1 Quote and up to 5 business days processing time.</p> <p>≤ \$25,000.00 = 2 Quotes and up to 10 business days processing time.</p> <p>> \$25,000.00 = 3 Quotes and up to 14 business days processing time.</p> <p style="text-align: center;"><u>Formal Bids</u></p> <p>> \$50,000.00 = Formal Bid/Formal RFP estimated 4/5 Months Minimum.</p>
<p>Notes</p>	<p>Request for POR are submitted to Fiscals Services.</p> <p>The insurance requirements are located on the Intranet under Procurement, Insurance Types.</p> <p>All Certificate of Insurance should be approved by Risk Management before POR entry.</p> <p>Use the “Vendor Services” option to add a new vendor.</p> <p>Make sure ALL vendors have an email associated with them.</p> <p>Contact Procurement if you cannot find an Item.</p> <p>Itemize PORs to match the Quote/Price Estimate when there are 10 items or less. Otherwise lump sum pricing can be used.</p> <p>Attachments cannot be automatically sent.</p> <p>Attach any supplemental information supporting the purchase.</p> <p>If it is a Contract POR, include the contract # associated with the PO in the Contract box.</p> <p>There can only be one Project Number associated with each POR.</p> <p>Procurement will return any PORs that are not entered correctly, back to the department for correction.</p> <p>When using the copy function to create a new POR, you cannot copy PO’s that have already created an Asset, as it ties the two PO together in the asset system.</p>

BLANKET PURCHASE ORDER FLOW

Subject	Purchase Order Requests (POR)
Description	How to complete Blanket Order PORs
Procedure	<p>Blanket Purchase Order means an agreement to purchase goods from a specific supplier over a defined period of time, up to a maximum dollar amount. A blanket order generally includes established prices, terms and conditions for a defined period of time, although no quantities are specified; shipments are to be made when and as required by the purchaser, which, in certain cases, may be the end user.</p> <p>There are three parts to a POR: 1. Purchase Order Information (Header), 2. Item Description and Information and 3. Back-up Documentation</p> <ol style="list-style-type: none"> 1. POR Information (Header): Verify Information <ol style="list-style-type: none"> a. Department: Department your entering for b. Vendor: Confirm correct Vendor/Vendor # c. Description: Agent/Procurement Method//Dept/Name – Vendor Name, Department Info d. Type: Select POR Type (Blanket) e. Form Type: Custom PO – Blanket – Custom PO – Blanket f. Bill to Location: Will automatically select per Department g. Purchasing Address: Confirm Vendor Contact and Email h. G/L Date: FY POR must have current GL date i. Resolution #: Written Quote (WQ), Bid #, Request for Proposals (RFP) #, Florida State Contract (FL CNT) #, National Contract (NAT CNT) #, Etc. j. Assign to Buyer: Procurement Agent 2. Item Description Information: Customized <ol style="list-style-type: none"> a. Item: Select from the drop-down listing b. Description: Detailed information about the service/product being procured. <ul style="list-style-type: none"> • Example: <i>Annual Lock Smith Services</i> • When using pricing from <u>ANY</u> Annual Bids, Bids, WQ, FL CNT, NAT CNT, etc. the description should read as below: Pricing per (number) (name) in accordance with prices, conditions and specifications. Example: <i>Pricing per 19-32 Annual Painting Services in Accordance with Prices, Conditions and Specifications</i> c. Quantity: Number of goods/services d. Unit of Measure: Type of unit being procured e. Price per Unit: Cost of Unit f. G/L Account: Department's Responsibility 3. Attach all back-up documentation

Back-Up Documentation	Bid/RFP documents (Bid/RFP Forms, Addendums, Proposed Award Decision, Contracts, Submittals, Pricing Sheets, Signed Renewal Form, etc.)
Approval Levels	<p style="text-align: center;"><u>Approval Levels</u></p> <p>Level 1: Fiscal Support Services – Level 1 should be entered by Administrative/Fiscal or Equivalent Staff</p> <p>Level 2: Administrative Support Manager - Level 2 is for Final budget approval (project number, backup, coding, assets flags, etc.)</p> <p>Level 3: Information & Telecom Services</p> <p>Level 4: Department of Finance and Accounting</p> <p>Level 5: Office of Management & Budget</p> <p>Level 6: Procurement Agents</p> <p>Level 7: Procurement Supervisor/Contracts</p> <p>Level 8: Procurement Manager/BOCC Approval</p> <p>Level 9: Procurement/Contract Approver</p>
Dates/Deadlines	<p style="text-align: center;"><u>Informal Bids</u></p> <p>≤ \$3,500.00 = 1 Quote and up 5 business days processing time.</p> <p>≤ \$25,000.00 = 2 Quotes and up to 10 business days processing time.</p> <p>> \$25,001.00 = 3 Quotes and up to 14 business days processing time.</p> <p style="text-align: center;"><u>Formal Bids</u></p> <p>> \$50,000.00 = Formal Bid/Formal RFP estimated 4/5 Months Minimum.</p> <ul style="list-style-type: none"> • Annual Blanket Procurement follows the year end timelines established during the year end process.
Notes	<p>Request for POR are submitted to Fiscal Services.</p> <p>The insurance requirements are located on the Intranet under Procurement, Insurance Types.</p> <p>All Certificate of Insurance should be approved by Risk Management before POR entry.</p> <p>Use the “Vendor Services” option to add a new vendor.</p> <p>Make sure ALL vendors have an email associated with them.</p> <p>Contact Procurement if you cannot find an Item.</p> <p>Attach any supplemental information supporting the blanket purchase order.</p> <p>Procurement will return any PORs that are not entered correctly back to level 2 Admin Support Manager for correction with the department.</p>

Template	<input type="text"/>	Purchasing Address	<input type="text"/>
Department	1852 - Purchasing	G/L Date	06/13/2017
Vendor	<input type="text"/>	Deliver by Date	<input type="text"/>
Description	<input type="text"/>	Expiration Date	<input type="text"/>
Type	<input type="text"/>	Resolution Number	<input type="text"/>
Form Type	<input type="text"/>	Assign to Buyer	<input type="text"/>
Bill To Location	PU - PURCHASING		

Item	<input type="text" value="<New>"/>	Number of Items	0	Total	\$0.00	Encumbered Amount	\$0.00
------	--	-----------------	---	-------	--------	-------------------	--------

Item	Detail
<u>Item</u> <input type="text"/>	<u>Vendor Part Number</u> <input type="text"/>
<u>Description</u> <input type="text"/>	<u>Employee</u> <input type="text"/>
<u>Quantity</u> <input type="text"/>	<u>Ship Via</u> <input type="text"/>
<u>Unit of Measure</u> Each - Each	<u>Ship To</u> PU - PURCHASING
<u>Price per Unit</u> <input type="text"/> \$0.00	<u>Freight Terms</u> <input type="text"/>
<u>G/L Account</u> <input type="text"/>	<u>Confirming Request</u> <input type="checkbox"/> 1099 Item <input type="checkbox"/>
<u>Contract</u> <input type="text"/>	<u>Taxable Item</u> <input type="checkbox"/> Create New Asset <input type="checkbox"/>

CONTRACT ENCUMBERANCE FLOW

Subject	Encumbrance Requests (POR)
Description	How to complete Encumbrance Request (PORs)
Procedure	<p>Contract is a formal written agreement executed with another party.</p> <p>There are three parts to a POR: 1. Purchase Order Information (Header), 2. Item Description and Information and 3. Back-up Documentation</p> <ol style="list-style-type: none"> 1. POR Information (Header): Verify Information <ol style="list-style-type: none"> a. Department: Department your entering for b. Vendor: Confirm correct Vendor/Vendor # c. Description: NP/Procurement Method//CNT/Dept/FY/Name – Vendor Name, Department Info d. Type: Select POR Type (Contract) e. Form Type: Custom PO – Contract – Custom Encumbrance Advice – Form f. Bill to Location: Will automatically select per Department g. Purchasing Address: Confirm Vendor Contact and Email h. G/L Date: FY POR must have current GL date i. Resolution #: Attachment (only if required): Quote #/Written Quote (WQ) #, Bid #, Request for Proposals (RFP) #, Florida State Contract (FL CNT) #, National Contract (NAT CNT) #, Etc. j. Assign to Buyer: Procurement Agent 2. Item and Description Information: Customized <ol style="list-style-type: none"> a. Item: Select from the drop down listing b. Description: Detailed information about the service/product being procured. <ul style="list-style-type: none"> • Example: Architectural and <i>Engineering Services</i> • When using pricing from <u>ANY</u> Annual Bids, Bids, WQ, FL CNT, NAT CNT, etc. the description should read as below: Pricing per (number) (name) in accordance with prices, conditions and specifications. Example: <i>Pricing per 17-35 Annual A & E Services for Capital Construction Less Than \$2 Million in Accordance with Prices, Conditions and Specifications</i> • If an attachment should be sent with the PO please specify in this area at the bottom. Example: <i>Attachment: Proposal</i>

	<p>c. Quantity: Number of goods</p> <p>d. Unit of Measure: Type of unit being procured</p> <p>e. Price per Unit: Cost of Unit</p> <p>f. G/L Account: Department's Responsibility</p> <p>3. Attach all back-up documentation</p>
Back-Up Documentation	Bid/RFP documents (Bid/RFP Forms, Addendums, Proposed Award Decision, Contracts, Submittals, Pricing Sheets, Signed Renewal Form, etc.)
Approval Levels	<p>Approval Levels</p> <p>Level 1: Fiscal Support Services – Level 1 should be entered by Administrative/Fiscal or Equivalent Staff</p> <p>Level 2: Administrative Support Manager - Level 2 is for Final budget approval (project number, backup, coding, assets flags, etc.)</p> <p>Level 3: Information & Telecom Services</p> <p>Level 4: Department of Finance and Accounting</p> <p>Level 5: Office of Management & Budget</p> <p>Level 6: Procurement Agents</p> <p>Level 7: Procurement Supervisor/Contracts</p> <p>Level 8: Procurement Manager/BOCC Approval</p> <p>Level 9: Procurement/Contract Approver</p>
Dates/Deadlines	<p style="text-align: center;"><u>Informal Bids</u></p> <p>≤ \$3,500.00 = 1 Quote and up to 5 business days processing time.</p> <p>≤ \$25,000.00 = 2 Quotes and up to 10 business days processing time.</p> <p>> \$25,001.00 = 3 Quotes and up to 14 business days processing time.</p> <p style="text-align: center;"><u>Formal Bids</u></p> <p>> \$50,000.00 = Formal Bid/Formal RFP estimated 4/5 Months Minimum.</p> <p>Annual Blanket Procurement follows the year end timelines established during the year end process.</p>
Notes	<p>Departments are responsible for POR entries.</p> <p>All contracts are located on the Intranet under Purchasing, Agreements/Licenses/Standard Documents.</p> <p>Request for POR are submitted to Fiscal Services.</p>

The insurance requirements are located on the Intranet under Procurement, Insurance Types.

All Certificate of Insurance should be approved by Risk Management before POR entry.

Use the ' Vendor Services' option to add a new vendor.

Make sure ALL vendors have an email associated with them.

Contact Procurement if you cannot find an Item.

Attach any supplemental information supporting the blanket purchase order.

Procurement will return any PORs that are not entered correctly back to level 2 Admin Support Manager for correction with the department.

Attachments cannot be automatically sent. Make sure to specify (Resolution Number Field) if an attachment should be sent with the PO as well.

Attach any supplemental information supporting the purchase.

If it is a Contract PO, please include the contract # associated with the PO in the Contract box.

Template	<input type="text"/>	Purchasing Address	<input type="text"/>
Department	1852 - Purchasing	G/L Date	06/13/2017
Vendor	<input type="text"/>	Deliver by Date	<input type="text"/>
Description	<input type="text"/>	Expiration Date	<input type="text"/>
Type	<input type="text"/>	Resolution Number	<input type="text"/>
Form Type	<input type="text"/>	Assign to Buyer	<input type="text"/>
Bill To Location	PU - PURCHASING		

Item Number of Items 0 Total \$0.00 Encumbered Amount \$0.00

Item	Detail
Item <input type="text"/>	Vendor Part Number <input type="text"/>
Description <input type="text"/>	Employee <input type="text"/>
Quantity <input type="text"/>	Ship Via <input type="text"/>
Unit of Measure Each - Each	Ship To PU - PURCHASING
Price per Unit <input type="text"/> \$0.00	Freight Terms <input type="text"/>
G/L Account <input type="text"/>	Confirming Request <input type="checkbox"/> 1099 Item <input type="checkbox"/>
Contract <input type="text"/>	Taxable Item <input type="checkbox"/> Create New Asset <input type="checkbox"/>

CHANGE ORDER FLOW

Subject	Change Order Requests (COR)						
Description	How to enter a Change Order Request						
Procedure	<p>Change Order means a written order amending the scope or Specification, the Price, the time of performance, or correcting errors, omissions, or discrepancies in a Contract or Purchase Order.</p> <p>There are three parts to a POR: 1. Purchase Order Information (Header), 2. Item Description and Information and 3. Back-up Documentation</p> <ol style="list-style-type: none"> 1. POR Information (Header): Verify Information <ol style="list-style-type: none"> a. Department: No Change b. Vendor: No Change c. Description: No Change d. Type: No Change e. Form Type: No Change f. Bill to Location: No Change g. Purchasing Address: No Change h. G/L Date: No Change i. Resolution #: Change if applicable j. Change/Correct Reason: ADD ITEM, CANCEL ITEM, CANCELLATION, DECREASE, ENCUMBRANCE ADJ, G/L ACCOUNT UPDATE, INCREASE, QUANTITY OR UNIT CHANGE, TEXT CHANGE k. Example: Change Order to Increase by \$3,000.00 <table style="margin-left: 20px;"> <tr> <td>Original PO Total:</td> <td>\$19,000.00</td> </tr> <tr> <td>Change Order #1:</td> <td>\$ 3,000.00</td> </tr> <tr> <td>Revised Total:</td> <td>\$22,000.00</td> </tr> </table> l. Assign to Buyer: Procurement Agent 2. Item and Description Information: Customized <ol style="list-style-type: none"> a. Item: Change if applicable b. Description: Detailed information about the service/product being procured. Change if applicable. <ul style="list-style-type: none"> • If an attachment should be sent with the CO please specify in this area at the bottom. Example: <i>Attachment: Revised Proposal</i> c. Quantity: Number of goods - Change if applicable d. Unit of Measure: Type of unit being procured - Change if applicable e. Price per Unit: Cost of Unit – Change if applicable f. G/L Account: Department’s Responsibility – Change if applicable 3. Back-up Documentation 	Original PO Total:	\$19,000.00	Change Order #1:	\$ 3,000.00	Revised Total:	\$22,000.00
Original PO Total:	\$19,000.00						
Change Order #1:	\$ 3,000.00						
Revised Total:	\$22,000.00						
Back-Up Documentation	Quotes, Price Estimate, Bid/RFP documents, Change Request Information.						

Approval Levels	<p style="text-align: center;"><u>Approval Levels</u></p> <p>Level 1: Fiscal Support Services – Level 1 should be entered by Administrative/Fiscal or Equivalent Staff</p> <p>Level 2: Administrative Support Manager - Level 2 is for Final budget approval (project number, backup, coding, assets flags, etc.)</p> <p>Level 3: Information & Telecom Services</p> <p>Level 4: Department of Finance and Accounting</p> <p>Level 5: Office of Management & Budget</p> <p>Level 6: Procurement Agents</p> <p>Level 7: Procurement Supervisor/Contracts</p> <p>Level 8: Procurement Manager/BOCC Approval</p> <p>Level 9: Procurement/Contract Approver</p>
Deadlines/ Approval	<p style="text-align: center;"><u>Approval Timelines</u></p> <p>≤ \$3,500.00 = 1 quote and up to 5 business days processing time.</p> <p>≤ \$25,000.00 = 2 quotes and up to 10 business days processing time.</p> <p>> \$25,000.00 = 3 quotes and up to 14 Business Days processing time.</p> <p>> \$50,000.00 = BOCC Approval of Change Order Request</p> <p style="text-align: center;"><u>Authorization for Change Order Approval</u></p> <p>≤ \$10,000.00 = Procurement Agent(s)</p> <p>≤ \$25,000.00 = Procurement Supervisor or Designee</p> <p>> \$25,000.00 - \$50,000.00 = Procurement Manager or Designee</p> <p>> \$50,000.00 = Board of County Commissioners or Designee</p>
Notes	<p>Departments are responsible for requesting COR entries by Fiscal Services.</p> <p>Change orders that decrease or do not change the value of a Purchase Order are issued upon approval of the Procurement Manager or designee.</p> <p>Change orders that increase but do not exceed the original approval amount are issued upon approval of the Procurement Manager or designee.</p> <p>All Encumbrance Advices are issued upon approval of the Grants and Contracts Administrator or designee.</p> <p>Contact Procurement if you cannot find an Item.</p> <p>Attachments cannot be automatically sent.</p> <p>Attach any supplemental information supporting the change order request.</p> <p>Procurement will return any CORs that are not entered correctly back to level 2 Admin Support Manager for correction.</p>

Department 5500 - Environmental Protection Approval Status 0 of 1 at 9 Validation Status Valid Printed Not Printed Encumber Funds Yes

Vendor 16721 - CLEAN EARTH SYSTEMS INC Purchasing Address CLEAN EARTH SYSTEMS INC - Pri

Description M/AWQ/BO/17/EP/SANDY -CLEAN EARTH SYSTEMS G/L Date 5/17/2017

Type Blanket Deliver by Date

Form Type Custom PO - Blanket - Custo Expiration Date 9/30/2017

Bill To Location EP - ENVIRONMENTAL PROTECTION Resolution Number

Change/Correct Reason INCREASE - Increase Assign to Buyer 3 - MULLINS, MANDY

Item Operating Supplies - Other Operati Number of Items 1 Total \$22,000.00 Encumbered Amount \$7,854.50

Item (Status: Open)

Item Operating Supplies - Other Operati

Description Reconditioned/Remanufactured Drums

Quantity 1.0000

Unit of Measure NA - Not Applicable

Price per Unit \$22,000.0000 \$22,000.00

G/L Account 401.55.541.537.52.99 - Operating Supplies Other Op

Project

Contract

Save Save/New Item Delete Item Remove PO Complete Item

new world ERP -- Webpage Dialog

https://logosboccc2.acfins.org/Logos/LogosSuite/CommonPages/ModalDialogContai

Changed Purchase Order Reason Code Entry

Reason Text CHANGE ORDER TO INCREASE BY \$3,000.

ORIGINAL PO TOTAL: \$19,000.00
 CHANGE ORDER #1: 3,000.00
 NEW REVISED TOTAL: \$22,000.00

OK Cancel

myFavorites | Financial Management | Maintenance

Changed Purchase Order List

Changed Purchase Order - 2017-00001341

Approvals

Level 1 (1) Gwendolyn Keith

Level 2 (1) Julie Thompson

Level 6 (1) Mandy Mullins

Level 9 (1)

Approve Return Deny

Changed Purchase Order Information

Changed By Mandy Mullins Change/Correct Reason Code Decrease
 Change/Correct Reason Text CHANGE ORDER TO DECREASE PO BY \$674.42 TO UNENCUMBER...

Changed Date 05/02/2017 Change/Correct Reason Text UNENCUMBER...

Purchase Order

Field	Current Value	Revised Value
Department	2900 Community Support Services	2900 Community Support Services
Vendor	OFFICE DEPOT	OFFICE DEPOT
Description	MCO/OFF/17/CU/GRK	MCO/OFF/17/CU/GRK
Type	Blanket	Blanket
Form Type	Custom PO - Blanket	Custom PO - Blanket
Bill To Location	CU - COMMUNITY SUPPORT SERVICES	CU - COMMUNITY SUPPORT SERVICES
Contact Name	OFFICE DEPOT	OFFICE DEPOT
Address	PO BOX 1413 CHARLOTTE NC 282011413	PO BOX 1413 CHARLOTTE NC 282011413
G/L Date	01/05/2017	04/27/2017

Purchase Order Items

Item	UM	Quantity	Price per Unit	Total Amount	Status
X PO Exempt 15 - Purchases under contract wit...	NA	1.0000	125.5800	\$125.58	Changed

new world ERP -- Webpage Dialog

https://logosboccc2.acfins.org/Logos/LogosSuite/CommonPages/ModalDialogContainer.aspx?Page=https%3a%2f%2flogosboccc2.acfins.org

Item - X PO Exempt 15 - Purchases under contract with other Govts

Field	Current Value	Revised Value
Item	X PO Exempt 15 - Purchases under contract with other...	X PO Exempt 15 - Purchases under contract with other...
Description	CHANGE ORDER TO UPDATE CONTRACT INFOR...	CHANGE ORDER TO DECREASE PO BY \$674.42
Quantity	1.0000	1.0000
Unit Of Measure	Each	NA
List Price Per Unit	800.0000	125.5800
Price Per Unit	800.0000	125.5800
Total Amount	\$800.00	\$125.58
Contract		

Current GL Distributions

GLAccount	Description	Project	Project Description	Dist. Percent	Dist. Amount
218.29.2956.564...	Office Supplies Office Sup...			100.00%	

Revised GL Distributions

GLAccount	Description	Project	Project Description	Dist. Percent	Dist. Amount
218.29.2956.564...	Office Supplies Office Sup...			100.00%	

GL Entries

Type	GLAccount	Description	Project	Project Description	Amount
EA	218.29.2956.564...	Office Supplies Office Sup...			-\$674.42

OK

ALACHUA COUNTY RES 94-34

RESOLUTION 94-34

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AUTHORIZING AND DELEGATING TO THE CLERK OF THE CIRCUIT COURT OF ALACHUA COUNTY, FLORIDA, THE AUTHORITY TO CLASSIFY AS SURPLUS COUNTY PROPERTY THAT IS OBSOLETE OR SERVES NO USEFUL FUNCTION FOR ALACHUA COUNTY, INCLUDING AUTHORITY TO DISPOSE OF SUCH SURPLUS PROPERTY IN ACCORDANCE WITH CHAPTER 274, FLORIDA STATUTES; AUTHORIZING THE CHAIRMAN AND THE CLERK TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR REPORTS OF PROPERTY DISPOSAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County, a charter county pursuant to Article VIII, Section 1(g), of the Florida Constitution, has all powers of local self-government not inconsistent with general law or with special law approved by vote of the electors; and,

WHEREAS, Chapter 274, *Florida Statutes*, provides requirements related to tangible personal property owned by local governments, including requirements for maintaining a record and inventory of such property and requirements relating to the disposal of surplus tangible personal property; and,

WHEREAS, Section 274.04, *Florida Statutes*, provides that a governmental unit may acquire property by paying a purchase price or may exchange property; and,

WHEREAS, Section 274.05, *Florida Statutes*, provides that a governmental unit may declare as surplus any of its property, which is not otherwise lawfully disposed of, that is obsolete or the continued use of which is uneconomical or inefficient, or

which serves no useful function, and provides for a method of disposal of such property; and,

WHEREAS, Section 274.06, *Florida Statutes*, provides an alternate procedure for disposing of surplus property; and,

WHEREAS, Section 274.07, *Florida Statutes*, requires that the authority for the disposal of surplus property shall be recorded in the minutes of the governmental unit; and,

WHEREAS, the Board of County Commissioners acknowledges that the Clerk of the Circuit Court, ex officio Clerk of the Board of County Commissioners, is responsible for the maintenance of inventory records for all County property, except for the property of the Sheriff; and,

WHEREAS, the Board wishes to authorize the Clerk to classify as surplus property of the county, except for that of the Sheriff, which is obsolete or the continued use of which is uneconomical or inefficient or which service no useful function, and to authorize the Clerk to dispose of such surplus property in the most cost-effective and efficient manner allowed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

1. The Board hereby authorizes and delegates to the Clerk of the Circuit Court of Alachua County, Florida, the authority to declare as surplus such property owned by the Board of County Commissioners of Alachua County, Florida, the Alachua

County Clerk of Court, the Alachua County Property Appraiser, the Alachua County Tax Collector, and the Alachua County Supervisor of Elections, which property is obsolete or the continued use of which is uneconomical or inefficient or which serves no useful purpose.

2. The Board hereby authorizes and delegates the Clerk of the Circuit Court of Alachua County, Florida, the authority to dispose of surplus property in accordance with either Section 274.05 or Section 274.06, *Florida Statutes*. This authority includes the ability to determine whether any property is without any commercial value and whether the property should be donated, destroyed, or abandoned. Disposal of County property pursuant to Section 125.38, *Florida Statutes*, shall still require approval and action by the Board of County Commissioners.

3. The Board hereby authorizes the Chairman of the Board and/or the Clerk of the Circuit Court to execute any necessary documents for the legal disposal of surplus, tangible personal property.

4. The Board hereby directs that the Clerk of the Circuit Court provide a report to the Board of County Commissioners regarding the disposal of all surplus property and ensure that the disposal report is recorded in the minutes of the Board of County Commissioners.

5. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 12 day of April, A.D., 1994.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

By: Kate Barnes
Kate Barnes, Chairman

ATTEST: J. K. "Buddy" Irby
J. K. "Buddy" Irby, Clerk
(SEAL)

APPROVED AS TO FORM
Darryl A. Marshall
Alachua County Attorney

ALACHUA COUNTY CLERK TO THE BOARD FINANCIAL PROCEDURES**Alachua County Clerk to the Board****Declaration of Surplus Property****Title: Declaration of Surplus Property**

- | | | |
|------|----------------------------|--|
| I. | Last Revision Date: | September 1 st , 2020 |
| II. | Purpose: | To describe the procedure to declare tangible property as Surplus. |
| III. | Responsible Position: | Fixed Asset Supervisor , Fixed Asset Property Accountant |
| IV. | Forms Used/Output Produced | Surplus Declaration Form |
| V. | Legal Reference | F.S. 274.05-.07, BoCC Resolution 94-34, ACLD Resolution 94-2 |
- VI. Procedure
- A. When a department has obsolete property or where the continued use is uneconomical or inefficient, or where the Department Head deems the property to have no useful function they may declare it as surplus.
 - B. The authorized department representative must complete a "Declaration of Surplus Form" stating the condition of the property, and forward the form to F&A, Fixed Asset Property Accountant.
 - a. The department representative must determine the condition of the property, using the required codes listed on the reverse side (page 2) of the Declaration of Surplus Form.
 - b. The department representative must include on the Declaration of Surplus Form the original cost of the property that is being transferred to the surplus warehouse.
 - c. The department representative must make a recommendation as to whether the surplus item(s) will be stored for use elsewhere, transferred to the surplus warehouse to be auctioned to the public at a later date, or salvaged, recycled, and/or destroyed by being taken directly to the Leveda Brown Solid Waste Transfer Station.
 - C. The Fixed Asset Property Accountant will contact the warehouse to notify and schedule drop-off of items being placed in surplus. Advising the warehouse staff to adhere a receipt tag advising and confirming of receipt of items. A copy to the department, a copy on the items deposited in the warehouse, and the third copy sent to the Accounting department.
 - D. Fixed Asset Property Accountant will advise the department representative of the date and time to bring items to warehouse. It is the responsibility of the department to move items from their possession to the surplus warehouse.
 - E. Once the Fixed Asset Property Accountant confirms transfer of item (s) to the surplus warehouse, he/she will update the financial records to reflect the transfer.
 - F. The Fixed Asset Property Accountant will then ensure the item (s) is included on the surplus listing required for the County Auction.
 - G. When the items being placed in surplus are computers, lap tops, servers, and all accompanying material, the units must be completely identified on the "Declaration of

ALACHUA COUNTY CLERK TO THE BOARD FINANCIAL PROCEDURES

TITLE: Surplus Equipment Sold at Public Auction

- I. Last Revision Date: SEPTEMBER 2, 2020 (Added bid dollar requirements)
Last Review Date: SEPTEMBER 2, 2020 By: Jonathon Hembree
- II. Purpose: To describe the process to declare equipment surplus; Auction Equipment; Disposal; & Reporting
- III. Responsible Position: Fixed Asset Accountant/Surplus Manager
- IV. Forms Used/Output Produced: Surplus Property Declaration Form Surplus Property Pick-Up Form/Receipt
- V. Legal Reference: [F.S. 274.05](#) -.07, BoCC Resolution 94-34, ACLD Res.94-2
- VI. Procedure: **Process to Declare Equipment Surplus/Transfer to Warehouse**
 - A. The department completes a *Surplus Property Declaration Form* for the property they wish to declare surplus (including items less than \$1,000). Additional forms may be obtained by calling Finance & Accounting at 374-3605 or from the County Intranet under F&A-Property.
 - B. Forward the completed form to Finance & Accounting's Fixed Asset Property Control Accountant or Property Clerk.
 - C. Upon receiving the *Surplus Property Declaration Form*, the Property Control Accountant will contact the department to arrange for the items to be tagged with a *Surplus Property Pick-Up Form/Receipt*. This three-part form, with string for attachment to the property, should be signed by the department head or authorized employee.

Special requirement for PC's and digital copiers – before transmittal to the surplus warehouse, departments must either arrange with ITS or be qualified to wipe the hard drives of the equipment. The person doing the wipe must affix a sticker giving details of the completion of the wipe. The stickers are available from F&A.
 - D. Tagged items may be delivered to the surplus warehouse by appointment. Facilities personnel will not remove surplus property, unless it is their own. Outside movers can be used if necessary.

ALACHUA COUNTY CLERK TO THE BOARD FINANCIAL PROCEDURES

TITLE: Surplus Property Sold by Sealed Bid (Ex. Bldgs, Vehicles, Heavy Equip)

- I. Last Revision Date: September 2, 2020
Last Review Date: September 2, 2020 By: Jonathon Hembree
- II. Purpose: To describe the procedure required to sell surplus property by sealed bid.
- III. Responsible Position: Fixed Asset Reporting Accountant
- IV. Forms Used/ Output Produced:
 - A. Letter noticing individuals of property for sale
 - B. Rules for Sealed Bids
 - C. Copy of advertisement of property for sale
 - D. Bid Form
 - E. Tabulation of Bids form
 - F. Award of Bid letter
 - G. Property sold in accordance with Florida Statutes
 - H. General Ledger and Fixed Assets Subsidiary Ledger updated
- V. Legal Reference: F. S. [274](#), [125.35](#), and [125.38](#)
Alachua County BoCC Resolution 94-34
Alachua County Library District Resolution 94-2
- VI. Procedure:
 - A. Department notifies Finance and Accounting that they have surplus property and provides a description of said property and approximate current value. This process is used for higher dollar items, usually buildings, vehicles or trailers, but sometimes equipment. The process is required for items with a value of \$5,000 or greater.
 - B. Based on information provided, determine process and advertising required to be followed from F.S. 274.05 or alternatively F.S. 274.06, or if real property F.S. 125.35 or 125.38.
 - C. Prepare [letter](#) to mail other governments and non-profit organizations with attachments specific to the sale but including [Rules for Sealed Bid](#) and a [Sealed Bid form](#).
 - D. Determine dates required to be advertised (if any) from applicable state statutes and prepare [copy for advertisement](#). Fax to Gainesville

NIGP CODE OF ETHICS

- The Institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by a public sector procurement or materials management organization:
- Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.
- Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.
- Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.
- Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.
- Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.
- Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.
- Resists encroachment on control of personnel in order to preserve integrity as a professional manager.
- Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.
- Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination.
- Subscribes to and supports the professional aims and objectives of NIGP - The Institute for Public Procurement.

"NIGP" stands for the National Institute of Governmental Purchasing, Inc. In 2011, "NIGP: The Institute for Public Procurement" was adopted as the go-to-market identity for the Institute to promote their leadership role in supporting public procurement practitioners.

LIST OF FLORIDA PROCUREMENT STATUTES APPLICABLE TO COUNTIES

- 28.235, FS: Advanced Payment for Goods and Services
- 50.011, FS: Language of legal and official advertisements
- 50.061, FS: Chargeable amounts for legal and official advertisements
- 101.293, FS: Voting Machines and Equipment
- 125.012, FS: Transportation and Port Facilities
- 125.031, FS: Lease or lease-purchase of Property
- 125.3401, FS: Purchase, Sale or Privatization of Water, Sewer, or Wastewater Reuse Utility
- 125.35, FS: Property sale or lease
- 125.355, FS: Purchase of Real Property
- 129.07, FS: Prohibits County from contracting for more than the amount budgeted
- 129.08, FS: Prohibits County from incurring indebtedness or paying claim not authorized
- 130.01-.07, FS: Bonds
- 153.10, FS: Water and Sewer System Construction Contracts
- 155.12, FS: Supply Purchased for County Hospitals
- 157.03-.07, FS: Drainage Projects
- 217.15-.19, FS: Federal Surplus Property Procurement
- 218.391, FS: Auditor selection procedures
- 218.70-.79, FS: Local Government Prompt Payment Act
- 218.80, FS: Public Bid Disclosure Act
- 252.38, FS: Emergency Management Power
- 255.103, FS: Procurement of Construction Management Services
- 255.20, FS: Local bids and contracts for public construction works
- 255.05, FS: Payment and Performance Bond for Public Construction Contracts
- 255.0518, FS: Public Bid Openings
- 255.065, FS: Public-Private Partnership Act
- 286.011, FS: Sunshine Law – applicable to bid evaluation committees
- 286.0113, FS: Sunshine Law – temporary exemption for procurement related oral presentations, Q&A, and contract negotiations.
- 286.043, FS: Limitation on use of funds for Airport Car Rental

287.055, FS: CCNA

287.082, FS: Preference for commodities manufactured, grown or produced in the State

287.0822, FS: Beef and Pork Purchases

287.084, FS: Preference for Florida Businesses

287.087, FS: Preferences to Businesses with Drug Free Work Programs

287.092, FS: Preferences to Certain Foreign Manufacturers

287.093, FS: Preference for Minority Businesses

287.0931, FS: Preference for Minority Business Bond Underwriters

287.0935, FS: Surety Bond Insurers

287.133, FS: Public Entity Crimes – prohibits contracting with vendor/contractors

287.135, FS: Prohibition against contracting with scrutinized companies

336.41 & 336.44, FS: ITB on County Roadwork

403.70605, FS: Solid Waste Collection Services in Competition with Private Companies

Chapter 489, FS: Generally – Contracting for Electrical and Alarm Systems and Septic Tanks

489.145, FS: Guaranteed Energy, Water and Wastewater Performance Savings Contracting Act

705.103, FS: Sale of Abandoned Property Procedure

CONTRACTUAL INDEMNIFICATION BY THE COUNTY

RESOLUTION 14- 39

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA AUTHORIZING THE CLERK TO REMOVE FROM THE BOARD'S "AMOUNTS INVESTED IN PROPERTY" THE VALUE OF UNACCOUNTED FOR PROPERTY FOR THE ALACHUA COUNTY COURT ADMINISTRATION DEPARTMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alachua County, a Charter County pursuant to Article VII, Section 1(g), of the Florida Constitution, has all power of local self-government not inconsistent with general law or with special law approved by vote of the electors: and,

WHEREAS, Chapter 69I-73, Florida Administrative Code, provides requirements related to tangible personal property owned by local governments, including requirements for maintaining a record and inventory of such property; and,

WHEREAS, Chapter 69I-73, Florida Administrative Code, requires a reconciliation of the physical inventory to property records; and,

WHEREAS, Chapter 69I-73, Florida Administrative Code, requires items not located by a physical inventory be promptly reported to the governmental unit which shall cause a thorough investigation to be made and to that end, the Department Head was duly notified; and,

WHEREAS, Chapter 69I-73, Florida Administrative Code, requires items identified as unaccounted for shall not be recorded as dispositions or otherwise removed from the property records except as provided in Section 17.041, Florida Statutes and Chapter 69I-71 Florida Administrative Code; and,

WHEREAS, Chapter 69I-73, Florida Administrative Code, requires that pending their location or disposition, the value of such items may be omitted from the amounts reported as invested in property, but not removed from the property records.

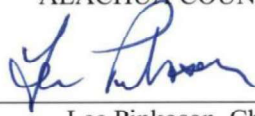
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF ALACHUA:

1. As authorized by Chapter 69I-73, Florida Administrative Code, the Clerk has identified the following unaccounted for item of property for the Alachua County Court Administration Department, Property # 36357, Dell Optiplex GX260S.
2. The Clerk will adjust the amounts reported as invested in property to reflect the unaccounted for item as a result of the fiscal year 2013-2014 property inventory for the above item.
3. By adoption of this resolution the Board authorizes the Clerk to remove the value of the item from amounts reported as invested in property and if the item is subsequently found, to reverse the removal.
4. That this resolution shall take effect immediately upon its adoption.

Duly adopted in regular session, this 27th day of May, A.D. 2014.

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY

By: _____



Lee Pinkoson, Chair

ATTEST:



J. K. Irby, Clerk
(Seal)

APPROVED AS TO FORM:



Alachua County Attorney

REVISED SIGNATURE GUIDELINES

RESOLUTION 14- 49

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA,; ADOPTING REVISED SIGNATURE GUIDELINES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (Board) adopted Guidelines for signature of contract and grant documents at it regularly scheduled meeting of December 12, 2000, and;

WHEREAS , the Board at its regularly scheduled meeting on July 10, 2012 the Board adopted modifications to the guidelines; and,

WHEREAS, additional changes in the signature authority guidelines are needed to reflect reassignment of duties within the County.

NOW, THEREFORE, BE IT RESOLVED BY THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, OF ALACHUA COUNTY FLORIDA THAT:


SECTION 1. Guidelines for Signature of Contracts and Grants by the County Manager and Staff as detailed in Exhibit "A" are hereby adopted.

SECTION 2. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 8th day of July, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

ATTEST:



J. K. Irby, Clerk
(SEAL)

By: 

Lee Pinkoson, Chair

APPROVED AS TO FORM


Alachua County Attorney

EXHIBIT A:

A. EXECUTION OF CONTRACTS BY COUNTY MANAGER AND COUNTY STAFF

- a. Guidelines for Execution of Contracts by County Manager
 - i. In accordance with Section 21.30, Alachua County Code, the Board of County Commissioners ("Board") establishes the following guidelines for execution of contracts by the County Manager:
 - ii. The County Manager is authorized to execute contracts when the monetary amount of the contract, including amendments, is fifty thousand dollars (\$50,000.00) or less annually. This includes contracts which receive or expend funds or state no monetary amount. If no maximum amount is stated in the contract (such as a per unit cost contract), the limiting amount will be the amount budgeted annually for the contract.
 - iii. All contracts approved by the County Manager or his designees shall be identified in a report which will be placed on the Board of County Commissioners agenda at least monthly. A copy of the contracts will be attached to the Clerk's copy of the agenda for inclusion into the minutes.
 - iv. Contract includes memoranda of understanding, Interlocal agreements, license agreements, grant applications and any other document creating an obligation to perform or not to perform a particular act. Contracts for the sale or acceptance of real property, granting or accepting of easements, and granting of leases of a term greater than one year are excluded.
 - v. All contracts will be reviewed and approved prior to execution. The review process will include the Office of Management and Budget, the County Attorney and, where appropriate, Finance and Accounting, Risk Management or Equal Opportunity.
 - vi. The Board may specially authorize the County Manager to execute specific contracts that exceed the authority of these guidelines.
 - vii. These guidelines do not apply to the execution process for Purchase Orders, which is addressed in the Purchasing Policies and Procedures, or for construction change orders, as set forth in Section 22.09(i) of the Purchasing Code.
 - viii. Grant applications that result in the award of a contract without further action by the County shall be governed by these guidelines. If the submission deadline for such a grant application does not allow for timely execution by the Board, then the County Manager may execute the application, regardless of the amount of the grant. Grant applications that result in the award of a contract that require further action by the County may be executed by the County Manager regardless of the amount of the grant.
 - ix. These guidelines supercede all previous authorizations regarding signature authority for contracts.
- b. Guidelines for Execution of Contracts by County Staff
 - i. In accordance with Section 21.30, Alachua County Code, the Board of County Commissioners "Board" establishes the following guidelines for execution of contracts by County staff.
 - ii. County staff includes only those employees in positions listed on Exhibit "A".
 - iii. Contract includes all agreements, memoranda of understanding, licenses and any other document creating an obligation to perform or not to perform a particular act.

Contracts for the sale or acceptance of real property, granting or acceptance of easements and granting of leases are excluded. Interlocal agreements, grant applications, and agreements resulting from grant applications are excluded, unless specifically identified herein.

- iv. Only the following contracts, including agreements with other public entities, may be executed by specific County staff:
 - v. Agreements for facility rental, when the cost is five hundred dollars (\$1000.00) or less and the term is sixty (60) days or less. Authority: County staff.
 - vi. Memoranda of Understanding for Community Services. Authority: Director of Court Services.
 - vii. Memoranda of Understanding relating to the Foster Grandparent and RSVP program. Authority: Director of Community Support Services.
 - viii. Grant Network User Memorandum of Understanding License. Authority: Director of Community Support Services Management and Budget or designee
 - ix. Subordination agreements and satisfaction of liens for mortgages for Alachua County Housing Programs may be executed by the Director of Growth Management or his designee if they are in the form approved by the Board. Subordination agreements and satisfaction of liens for mortgages not in the form approved by the Board are subject to the review and signature guidelines of this policy.
 - x. All Subordination agreements and satisfaction of liens for mortgages executed by the County will be recorded by the Department of Growth Management in the official records of Alachua County and are not subject to the reporting requirements contained herein.
 - xi. County Attorney or designee may sign satisfaction of lien for any Housing Programs secondary mortgage in the event of a foreclosure or a deed in lieu of foreclosure by the First Mortgage holder. Growth Management will record any such documents in Official Records.
 - xii. All contracts approved by County staff will be identified in a report which will be placed on the Board of County Commissioners agenda at least monthly. A copy of all contracts will be attached to the Clerk's copy of the agenda for inclusion into the minutes.
 - xiii. All contracts shall be reviewed and approved prior to execution. The review process will include the originating department, the Office of Management and Budget, the County Attorney and, where appropriate, Finance and Accounting, Risk Management or Equal Opportunity.
 - xiv. County Staff is authorized to accept End-User License Agreements (EULA) for subscriptions or software approved by Information Technology Services, or terms of use for websites that do not require signature by the County, such as click and accept websites. The requirement that the Board approve indemnification language that may be included in such EULA's is specifically waived by Resolution 14-33.
 - ~~xiii~~.xv. These guidelines do not apply to the execution of Purchase Orders or change orders for capital improvement projects.

xiv.xvi. These guidelines supercede all previous authorizations regarding signature authority for contracts.

Exhibit A:

Deputy County Manager
Assistant County Manager
Public Information Officer
Director of Management and Budget
Director of Tourist Development
Director of Administrative Services
Director of Community Support Services
Director of Court Services
Director of Environmental Protection
Director of Emergency Services
Director of Growth Management
Director of Public Works
Director of Information Services