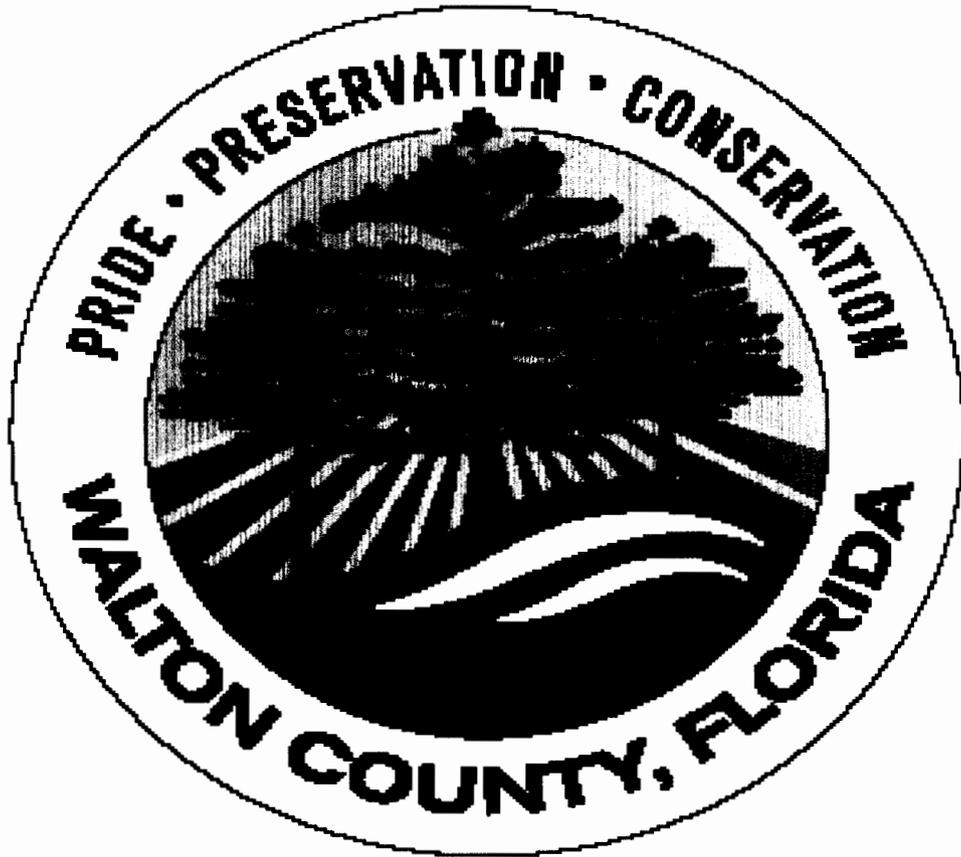


**Walton County Florida
Board of County Commissioners
Office of Central Purchasing**



Policies and Procedure Manual

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Title: Purchasing Procedures Title Page

Effective Date: March 25, 2008

Revised Date: September 3, 2008

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PURCHASING DEPARTMENT MISSION STATEMENT

It is the mission of the Walton County Office of Central Purchasing Department first and foremost to conduct all purchasing duties in accordance with all applicable federal, state and local laws, statutes, ordinances, regulations and rules. The Purchasing Department will also strive to receive the maximum value for the taxpayer's dollar, obtain the goods and services at the best possible prices. It will also provide the highest quality of service to work crews, administrators and support staff. To develop a mutually beneficial relationships with the vendors with which the Board does business, and ensure that all purchasing personnel conduct their duties within the highest degree of ethical behavior.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-001

Title: Purchasing Procedure Manual

Effective Date: March 25, 2008

Revised Date: September 3, 2008

The Purchasing Manual is designed to explain and facilitate understanding of the Purchasing code and the functions, policies, and procedures of the Office of Central Purchasing. Additionally, it will serve as a tool in personnel training.

I. Applicability:

Procedures contained herein are applicable to all County personnel involved in the requisitioning, receiving, transferring and replacement of supplies, materials, services and equipment.

II. Responsibility and Functions:

The Office of Central Purchasing is responsible for administering Walton County Purchasing Procedures as approved by the Board of County Commissioners; establishing and administering purchasing policies; dealing fairly with all potential sources of supply; obtaining goods and services in an efficient and businesslike manner; consolidating purchases of like or common items; obtaining fair prices for materials, equipment, supplies and services; and generally defining how to effect cost saving and coordinate purchasing and contracting procedures for Walton County.

The primary function of the Office of Central Purchasing is to purchase supplies, materials, equipment and services required by the County and to insure that maximum value is achieved for each dollar spent.

Specific responsibilities, duties, and functions include:

A. Policies and Procedures:

Develop purchasing objective, policies, programs and procedures for the purchase of and contracting for all materials, supplies, equipment and services.

B. Representation:

Act as Walton County's representative on matters pertaining to purchasing and contracts.

C. Specifications:

Purchasing will work with the using departments/division to prepare and assemble specifications and technical requirements which are subsequently included in Invitations to Bids, Requests for Proposals, Requests for Letters of Interest, and/or Requests for Qualification.

The Office of Central Purchasing shall assist the using departments/division in ascertaining the appropriate quality, quantity, and kind of materials requisitioned in order to serve the best interests of the County. If any questions arise contact the Office of Central Purchasing.

D. Standardization:

Work with other departments/division to establish standardization of materials, supplies and equipment where practicable within a competitive environment.

E. Vendor Relations:

Promote good will between Walton County and its suppliers. Encourage full and open competition. Assure fair and equitable business dealing with all vendors. All bidders shall be afforded equal opportunity to quote and compete in public bidding.

The County will avoid buying from suppliers who are not financially stable, do not have high ethical standards, and do not have a record of adhering to specifications, maintaining shipping promises, and giving full measure of service.

The County strives to maintain strong and enduring relationships with vendors of proven ability and those who desire to meet our needs. To accomplish this, our purchasing activities are conducted in such a manner that all vendors are treated equally, and awards are always based on specifications, quality, service and price.

The end user will be consulted on the selection of the best vendor; price shall not be the deciding factor.

In interviews with sales people, only employees of Office of Central Purchasing may commit the County to a preference for or purchase any product or service, or give any information regarding performance or price, which might in any way compromise the County.

All correspondence with suppliers is to be through the Office of Central Purchasing, except in special cases where the technical details involved make it advisable to delegate authority to others. In such cases, the Office of Central Purchasing must receive copies of all correspondence.

Acceptance of gifts at any time, other than advertising novelties of nominal value, in excess of \$100 is PROHIBITED under the guidelines of the National Institute of Governmental Purchasing and Section 112.3148, Florida Statutes. Also see Personnel Policy & Procedures 6.2 Gratuities.

Acceptance of elaborate entertainment is also prohibited. Employees must not become obligated to any supplier and shall not conduct any County transaction from which they may personally benefit. No employee of the County shall obligate the County whereby said employee may derive income or benefits other than those provided as remuneration from the County for his/her employment.

F. Purchasing Analysis:

Keep informed of current developments in the field of purchasing, including but not limited to prices, market conditions and new products. Secure for the County the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations, and private businesses and organizations.

III. Procedures:

The following guidelines shall govern the procurement of goods and services for the County.

All requests for goods and/or services and all purchases will be made through and by the Office of Central Purchasing unless otherwise exempted by the Board of County Commissioners. In some instances, authority to request prices may be delegated to others. For budget purposes only, personnel may contact vendors to obtain information. Vendors must be told that the requested department is only requesting prices for budgetary purposes.

Like purchases may be combined for bidding and quantity discount pricing.

It is the intent of the Purchasing Department that no contract, purchase, or group of requisitions shall be subdivided to avoid bid and quotation requirements.

It is incorrect for a County officer or employee to order the purchase of any materials, supplies, equipment, and contractual services, or make any contract other than through the Purchasing Agent without prior written authority or as specifically delegated herein. Failure to follow this procedure can lead to disciplinary action.

In cases of emergency purchase or circumstances, and only in such cases, an exception to the above policy may be made under the conditions set by the Board of County Commissioners.

IV. Deviations:

Deviations from the procedures prescribed herein shall not be made without prior approval of the Board of County Commissioners.

V. Suggestions:

Suggestions for improved methods and new ideas concerning these procedures are encouraged and welcomed.

VI. Amendments:

The terms of this Policy and Procedures Manual may be amended by a resolution duly adopted by the Board of County Commissioners.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-002

Title: Spending Levels

Effective Date: March 25, 2008

Revised Date: September 3, 2008

Levels of Authority

I. Supervisor/Department Head:

Up to \$5,000

II. Division Director:

Up to \$15,000

III. Assistant County Administrator:

Up to \$25,000.00

IV. County Administrator and TDC Executive Director :

Up to \$25,000.00

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-003

Title: Definition of Procurement Terminology

Effective Date: March 25, 2008

Revised Date: September 3, 2008

Terms:

1. **Addendum** – A written statement, which clarifies, corrects, or changes the bidding documents or the contract documents
2. **Amendment** – A method of changing the terms and conditions or requirements of a contract beyond what is specifically allowed by the contract
3. **Award** – The acceptance of a bid, offer, or proposal by the proper authority
4. **Bid Bond** – Insurance agreement, accompanied by a monetary commitment, by which a third part (the surety) accepts liability and guarantees that the bidder will not withdraw the bid, the bidder will furnish bonds as required.
5. **Bidder** – A person who submits a response to an invitation for bids
6. **Bid Process** – The use of an invitation for bids or a request for proposals pursuant to this Policy.
7. **Bid Tabulation** – A public document listing all vendors who received a copy of the Invitation to Bid with a list of all items in the Invitation to Bid.
8. **Blanket Purchase Order** – A purchase order issued to a vendor and the vendor agrees to provide goods or services on a demand basis, as needed. States the dollar amount that can be purchased at one time, with a not to exceed total amount.
9. **Change Order** – A written order issued on or after the effective date of the agreement to correct errors, omissions, or discrepancies in purchase orders to cover acceptable overruns and freight costs, incorporate requirements to expand or reduce the scope of commodities or services ordered, or to meet unforeseen field, regulatory or market conditions; or a written order authorized by the proper authority, authorizing additions, deletions, or revisions in the work or an adjustment on the contract price in accordance with the change order clause of a construction contract and signed by the appropriate county representative and contractor.

10. **Commodities** – All personal property, including but not limited to supplies, goods, equipment, materials and printing, which are purchased, leased or otherwise contracted for by the County.
11. **Commodity Codes** – A system of words and numbers designed to identify and list commodities or services by classes and sub-classes
12. **Consultant's Competitive Negotiation Act** – Common name for Section 287.055 of the Florida Statutes concerning the procurement of architectural, engineering, landscaping architecture and registered land surveying services.
13. **Contract** – A written binding agreement, including purchase orders, by Walton County, regardless of what it may be called, for the procurement of land, commodities or contractual services.
14. **Contractor** – Any person having a contract with Walton County to perform a service or sell or lease land or a commodity.
15. **Contractual Services** – The rendering by a contractor of its time and effort rather than the furnishing of specific commodities, supplies, materials, goods, equipment, and other personal property. The term applies only to those services rendered by individuals and firms who are independent contractors.
16. **Cooperative Purchases** – Means procurement conducted by or on behalf of more than one governmental entity. These include GSA contracts, which are contracts entered into by the General Services Administration of the Federal Government and are multiple-awarded contracts containing prices to be utilized by all Federal Government Agencies. Other cooperative purchases include, Florida State Contracts, extending off of other governmental entities contracts, and State Negotiated Agreement Pricing (SNAPS).
17. **County** – Walton County Board of Commissioners.
18. **Designee** - A duly authorized representative or another person.
19. **Formal Bid Process** – The use of an invitation for bids or a request for proposals pursuant to this Policy.
20. **Good Cause** – Insufficient funding, inappropriate contact by vendors or other reasons deemed by the County.
21. **Governmental Agency** – Any agency of the Federal, State or local government.

22. **Indemnify** – To protect against hurt or loss.
23. **Inventory** – Goods in stock.
24. **Invitation to Bid** – A written solicitation for competitive sealed bids with the title, date and hour of the public bid opening and specifically defining the commodities and contractual services for which bids are sought.
25. **Local Contractor** – A construction business entity which as maintained its principal place of business within Walton County; or a business entity which as maintained a permanent place or places of business within Walton County on a regular and continuing basis for at least six (6) months prior to a potential contract being advertised.
26. **Local Vendor** – A business entity, including a franchise owned by a Walton County resident, which has maintained its principal place of business within Walton County; or a business entity which as maintained a permanent place or places of business within Walton County and which has employed people who live in Walton County on a regular and continuing basis for at lease six (6) months prior to a potential contract being advertised.
27. **NIGP** – National institute of Governmental Purchasing.
28. **Notice of Award** – The written notice by the County to the apparent, successful bidder.
29. **Notice to Proceed** – The written notice by the County for the awarded vendor/contractor to begin work.
30. **Offeror** – A person who submits a proposal in response to a request for proposals.
31. **Performance Bond** – A bond executed subsequent to award by a successful bidder, to protect the buyer from loss due to the bidder's inability to complete the contract as agreed.
32. **Procurement** - Purchasing, renting, leasing or acquiring supplies, services or construction; includes all functions that pertain to the acquisition, including description of requirements.
33. **Professional Services** – Advice, instruction, or specialized work from a person specifically qualified in a particular area. Professional Services may include a report or written advice. However, the main thrust of the service is not considered labor, but the exercise of intellectual ability.
34. **Public Bid Opening** – The process of opening and reading bids at the time and place specified in the Invitation to Bid.
35. **Purchase Order** – The County's document to formalize a purchase transaction with a contractor or vendor-conveying acceptance of a proposal, bid or quotation.

36. **Quotation** – A notice by a contractor or vendor to the County stating the prices, terms and conditions under which the contractor or vendor will furnish certain commodities or services.
37. **Request for Proposals** – A solicitation for sealed proposals with the title, date and hour of the public opening designated. A request for proposal may be used when the County is incapable of specifically defining the scope of work for which the commodities or services is required.
38. **Request for Qualification** – A solicitation for sealed qualification with the title, date and hour of the public opening designated. A request for qualification may be used when the County is soliciting services or should the County determine the need to pre-qualify contractors for services prior to obtaining pricing.
39. **Responsible Bidder** – The bidder determined by the County to be responsible to complete the project provided that the bid is considered reasonable and in the best interest of the County.
40. **Responsive Bidder** – Responsive bidder/propose, a person or company whose bid conforms in all material aspects to the invitation to bid or request for proposal. This person or company shall not be on the suspension or de-barred list.
41. **Selection and Negotiation Committee** – Group or person selected to rank in preferential order those professional firms or individuals interested in providing services in accordance with the Consultant’s Competitive Negotiation Act, FS Chapter 287.055, on a particular project and to negotiate a final contract with the highest ranked firm. Selection Committee shall be appointed by the County Administrator and consist of an employee from the Office of Central Purchasing, Administration and the Requesting Department or their designees.
42. **Sole Source** – The only known vendor or only vendor reasonably capable of providing a service or commodity to the County.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-004

Title: Purchase Orders

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Purpose:

To establish a procedure for the issuance of purchase orders.

II. Scope:

This procedure applies Countywide.

All purchase orders shall be prepared from a requisition that has been entered into the Naviline system and approved through the proper channels. The purchase requisition is designed to contain all of the necessary information and signatures relevant to the processing of the procurement within the County. The completed purchase requisition by the Purchasing Agent/Buyer is the principal document used to prepare a formal purchase order.

Purchase orders shall be prepared under the following conditions:

- A. After the award of the Contract and/or the decision to award and an order has been made, the purchase requisition is processed and a purchase order is generated to encumber the funds for the purchase.
- B. The purchase order will be emailed or faxed to the vendor and to the requesting department.

The purchase order is used as a written order to a vendor and may be either an original order or may confirm a verbal order. This form shall also serve as a written change order. The form is typed from information supplied on a properly completed purchase requisition as follows:

- 1. Purchase Order Number – Purchase order number assigned by computer.
- 2. Vendor Number – Vendor number assigned by computer.
- 3. Requisition Number – Purchase requisition number generated by computer.
- 4. Vendor – Name and address of vendor.

5. Buyer – Name of the purchasing buyer responsible for transaction.
6. Contact – Name of the vendor who quoted.
7. Term – Specific payment terms, (e.g. net 45 days).
8. Purchase Order Date – Date the purchase order is issued.
9. Required Date – Date goods and/or service are to be delivered.
10. Ship to – Specific location where shipment is to be delivered if other than Central Purchasing.
11. Phone No. – Phone number of the vendor representative who provided quote.
12. Freight – Specific information in selecting options such as county pick up, a particular freight carrier, best way, etc, any shipping charges to be added.
13. Item Number – Line item number, i.e. 1, 2, 3, etc.
14. Quantity – Specific quantities and unit of measure criteria.
15. Vendor Product Number – Specific information about manufacturer's part number.
16. Commodity Code – Specific numbers designed to list commodities or services by classes or subclasses.
17. Unit Price – Unit price quoted by vendor.
18. Extended Price - Actual extended value (quantity times unit price).
19. Project – Actual project, if applicable, from which money is being encumbered if applicable.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-005

Title: Purchasing Requisition Procedure

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Purpose:

To establish guidelines for the completion and timely processing of purchase order requisitions. The authorized requisition assures that a source of funding has been identified prior to the initiation of the purchasing cycle.

II. Scope:

NOTE: THE COUNTY IS IN THE PROCESS OF IMPLEMENTING ON-LINE-REQUISITIONS. ONCE THIS PROCESS HAS BEEN IMPLEMENTED WITHIN THE COUNTY, THERE WILL BE AN AMENDMENT TO THE PURCHASE REQUISITION PROCEDURE.

General:

- A. Following are detailed procedures to be followed when implementing a request for the purchase of equipment, materials, services, supplies, etc. The requesting department shall enter a requisition in the Naviline system.
- B. The purchase requisition form is designed to contain all necessary information and signatures relevant to the procurement process within the County. The processing of the purchase requisition by the Purchasing Agent serves to create the formal purchase order, which is the contractual commitment between the supplier and the County.
- C. Goods and services shall be requisitioned and ordered on a purchase requisition form, with the exception of those purchases made by direct payment voucher. The requesting departments are to complete all areas of the requisition. Failure to complete all required fields on the requisition will cause a delay in the order.

All goods and services that are to be procured shall have a requisition entered in the Naviline system.

D. Exceptions- There can be exceptions, the following are examples:

- 1. Emergency situations that happen after business hours.

2. Situation which creates an impairment to public health, welfare & safety.

Please notify the Purchasing Department of the situation, so we can advise the Finance Department that this bill may be paid by invoice.

- E. Funding- Departments will determine that they have adequate funds to sustain the cost of any services or items they may requisition. Requisitions not having sufficient funding will come up as "Insufficient Funds". You will need to contact the OMB to make arrangements to do a budget transfer in order for your requisition to be processed. Failure to do so will result in your requisition being returned to you, not processed.
- F. Incomplete Requisitions – The Office of Central Purchasing will return any purchase requisition that is incomplete.
- G. Requisition Quotation Sheet – The Purchasing Agent/Buyer responsible for the procurement will document responses from multiple sources for the bids, proposals, and/or quotations on the Requisition Quotation Sheet.
- H. Requisitioned Instructions for Completing Requisitions- Departments are requested to use courier mail in lieu of faxing routine requisitions. Courier mail provides timely delivery and will help the Office of Central Purchasing reduce confusion over receiving a faxed purchase request and some days later receiving the same request in the courier mail. Requisitions with backup attachments must be received in one package to assure accuracy, timely processing, and eliminate duplication. In those cases where departments have an **EMERGENCY REQUISITION**, please call the appropriate Purchasing Agent or Buyer, fax the requisition to 850- 892-8145 with all related backup and then send the original to the Purchasing Agent or Buyer, via mail courier with a note that it was faxed previously.

III. Instructions for Completing Requisitions:

The requisition may be tracked using the requisition number. Always be specific in defining the estimated date required for delivery of requested materials. Avoid the term ASAP (as soon as possible). This will assist the Purchasing Agent/Buyer in determining priorities regarding delivery requirements. Always allow as much lead-time as practical by scheduling your needs as far as possible in advance. This allows the Office of Central Purchasing adequate time to receive competitive bids and to purchase required materials/items in the best and most efficient manner for the County.

- A. Date: The date the purchasing requisition was prepared.
- B. Delivery Date Desired: Specific date goods or services requested are needed.
- C. Department – Enter the department name.
- D. Deliver to – All deliveries will be shipped directly to Central Purchasing unless it is deemed necessary to be shipped to the work site, such as road projects.
- E. Purpose/Justification – Enter purpose for which material and services are requested.

- F. Suggested Vendor – The requestor’s suggested or known source or vendor.
- G. Quantity – Insert the number of items required.
- H. Unit – Unit of purchase; the specific quantity and unit of measure
- I. Item (Description) – Give a clear and specific description of the item desired. Include such information as the size, color, type, grade, part number, model number, etc. **Do not generalize!**
- J. Name – Name of individual to be contacted concerning the requisition for goods and services.
- K. Phone Number – Phone number of individual to be contacted concerning the requisition for goods and services.
- L. Signature Requestor – Signature of individual submitting the requisition for goods and services.
- M. Signature- Department/Division Head – Signature of individual authorized to approve the expenditure of funds.

IV. Instructions for on-line requisitions:

The County has implemented an On-Line requisition which is available to all departments that the County purchases goods and services for with the exception of the Assistant State Attorney’s Office.

A. Processing requisitions:

1. On the Purchasing/Inventory Main Menu, select Purchasing/Receiving Menu. Then select Requisition Entry.
2. Use the “add” function.
3. In the “Reason” field, indicate why the requested items are needed.
4. In the “By” field, type the name of person who is requesting the items.
5. In the “Date” field, put date that item is needed.
6. In the “Vendor” field, type the vendor name, if you don’t know the entire vendor name, you can type part of the name and indicate “Begins or Contains” in the “Search Type” field. This is important, due to the fact we have several vendors with different locations. You need to make sure you use the correct vendor name and number.
NOTE: If you don’t know the name of the vendor to use, type in UNKNOWN. Or if this is a new vendor, type in UNKNOWN and in the comment section, give the vendors name, address, phone and fax numbers to be added as a new vendor.
7. In the “Ship to” field, this should always be CP for Central Purchasing.

All items will be shipped to Central Purchasing warehouse. On occasion items will be shipped directly to the department.

8. Item description-be very specific and give as much information as possible, such as item number, size, color, etc.
9. Commodity – if you don't know the commodity, click on the arrow and It will bring up the commodity description screen. Type in your description, such as paper. Then right click on the commodity that best fits your needs.
10. Sub-Commodity – once you've entered your commodity, you need to have Enter a sub-commodity. Such as "paper", sub commodity would be "legal, or perhaps "copier". Click on the one that best meets your needs.
11. Unit of Measure – If you don't know the unit of measure such as "each or box" click on the arrow, and choose the one the best meets your needs.
12. Quantity – This is the amount of item needed.
13. Unit Cost – If you don't know the exact dollar amount, enter \$1.00 and once the requisition is processed; the buyers will enter the correct dollar amount.
14. Account Number – Account number to be charged.
15. Project – leave blank unless you have a project name.
16. Once all information has been entered, the system will take the requisition through an account balance inquiry to ensure funds are available. If funds are not available; the system will put the requisition in, but will show a message of "insufficient funds", which at this time, you will need to contact OMB.

B. Approval of Requisitions:

1. All requisitions up to \$5000 are to be approved by the Department Head of the requesting department.
2. All requisitions over \$5000 up to \$15,000 are to be approved by the Division Director.
3. All requisitions \$15,000 and over are routed through the office of OMB to ensure that funds have been allocated for these purchases.
4. All requisitions over \$25,000 are to be approved by the County Administration Office.

V. Instructions for ordering Inventory Items on-line.

A. Processing requisitions:

1. Go to Issuing/Allocations Menu.
2. Click on stock requisition entry.
3. Click on “Add” stock requisition.
4. Requisition by – enter name or department requesting items.
5. Requisition date - should be today’s date.
6. Deliver by – date that items are needed by.
7. Reason - the need for item requested, such as short on copy paper.
8. Ship to – department’s location of where items are to be delivered.
9. Expense account – the account number the item is to be charged to.
10. Commodity – if you don’t know the commodity, type in a brief description of item needed and this will bring up the stock requisition maintenance screen, which will allow you to choose commodity for item requested.
11. Sub-commodity – once you have determined the correct commodity, the system will list the sub-commodity automatically.
12. Once you’ve listed all items requested, the system will go through the account balance inquiry to ensure that funds are available. If funds are not available then requisition will not go through.
13. Once items have been entered and approved, they will be pulled from The warehouse and delivered by courier within one to two days.

VI. Requisition for Special or Grant Projects

- A. Special Projects and/or Grant Projects will require the requesting Department to complete a Purchase Requisition and forward to Administration for the assignment of the correct account number and for approval.**

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-006

Title: Requisition - Processing Priorities

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Purpose:

To establish guidelines for timely processing of purchase requisitions and provides the highest level of customer service.

II. Scope:

This procedure applies to purchases.

III. General:

A professional procurement organization provides smooth, efficient and timely service in the processing of purchase requisitions. Therefore, these guidelines are established to assist the client departments and purchasing agents in establishing priorities.

A. Emergency Requisitions.....Process the same day

B Maintenance, Repair and Operation
Requisitions.....Process within 24 hours
If the Requisition is delayed, the Department will be notified of the reason

C. Stock/Inventory Requisitions.....Process and deliver within
48 hours

D. Informal Bids, such as:
Telephone/fax quotes.Process within one (1) week

E. Formal Bids/Proposals, such as:
Invitation to Bid, Request for Proposal, Request for Qualification, Request for Letters
of Interest.....Process into solicitations within two weeks

Requisitioners shall submit a complete requisition as generally outlined in the Purchasing Requisition Procedure.

Requisitioners please consider the processing priorities and submit requisitions in a timely manner.

The Office of Central Purchasing will immediately return any purchase requisition that is incomplete, unsigned, has insufficient available funds, or is signed by an unauthorized person.

Departments that have the capability of issuing requisitions electronically are required to do so. A follow-up paper requisition with attachment(s) is acceptable to facilitate the additional information.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-007

Title: Requisition - Processing Delay Documentation

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Purpose:

To establish procedures for dealing with purchase delays.

II. Scope:

This procedure applies to purchases.

III. General:

Delays occur in the processing of purchase requisitions. Typical reasons for such delays are as follows:

- A. Poorly written requisitions, such as deficient scope of work.
- B. Difficulty in sourcing a vendor or outsourcing services.
- C. Wrong account number.
- D. Delay by the vendor, for example, back orders.
- E. Incomplete requisitions.
- F. Requisition with insufficient available funds.

IV. Procedure:

When processing delays occur, Purchasing Agent/Buyers will adhere to the following procedures to provide the highest level of customer service to the client department.

- A. Advise Department Head/Director by email or phone, discussing the reason(s) for delay and provide projection of when the requisition will be processed. This can be done via telephone or email within 72 hours.

- B. Discuss incomplete requisition with Department Head/Director, for example, poorly written scope of work, no delivery date provided, insufficient funds, or anything that a brief conversation may resolve. Serious deficiencies may result in returning requisition to the Department for correction and re-submission.
- C. Delays from the Purchasing Agent will sometimes occur. In cases, where "Requisition Processing Priorities" as outlined in the procedure, are not met, the Purchasing Agent will immediately notify the Department Head/Director either by phone or email.
- D. Difficulties in outsourcing to qualified vendors will be discussed with the requesting Department Head/Director for their guidance and assistance.
- E. Department Head/Directors and/or their authorized representatives are urged to discuss any issues with the Purchasing Agent/Buyer at any time. The Office of Central Purchasing is committed to the highest standards of service and with everyone's cooperation we can achieve this important goal and objective.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-008

Title: Change Orders

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Scope:

The procedures set forth in Section II and III below apply only to change orders that are processed through the Office of Central Purchasing. Change orders for competitively awarded construction contracts shall be processed under the terms set forth in each contract. A copy of a properly approved construction contract change order shall be sent to the Office of Central Purchasing immediately after approval.

II. Purpose:

To establish change order procedure.

- A. Change orders are to be processed for changes that affect the original purchase order amount by increase or decrease of quantity or pricing and shall be submitted in writing to the Office of Central Purchasing. Requesting department shall prepare a requisition and state it's for a change order showing the adjustment to be made to the purchase order involved.

Departments are requested to use courier mail in lieu of faxing routine change order requests. Courier mail typically provides timely delivery and will help the Office of Central Purchasing reduce confusion over receiving a faxed change order request and later receiving the same request in the courier mail.

Even more critical are backup attachments, which may not be sent with the faxed change order request. Change Orders with backup attachments (marked with the Purchase Order Number) must be received in one package to assure accuracy, timely processing and eliminate duplication.

In those cases where departments have an EMERGENCY CHANGE ORDER REQUEST, please call the appropriate Purchasing Buyer, fax the requisition to 850-892-8145 with all related backup and then send the original to the Purchasing Agent, via courier, with a note that it was faxed previously.

- B. Change Orders will also be required, regardless of the monetary value, when changes occur to contracts awarded by the Board of County Commissioners.
- C. Change Orders will also be required to alter, adjust, revise, terminate or cancel the purchase order.
- D. Change Orders will require the same approvals as were required for the **original** purchase order in accordance with the Office of Central Purchasing Procedure and with Signature Authority.
- E. Change Orders should state the reason for the change.

III. Procedure:

All Change Orders amount equal to or less than \$25,000 – County Administrator

1. The initiating Department completes the Request for Change Order form with all required information and the Department Head and Division Director or authorized representative signs on the departmental approval line.
2. The initiating Department forwards the form to the County Administrator, who will review and sign.
3. The County Administrator will forward Change Order to the Office of Central Purchasing, who will process accordingly. Do not verbally commit to a Change Order with a vendor.

All Change Orders of \$25,000 or more goes to the Board of County Commissioners for consideration

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-009

Title: Blanket Purchase Orders

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Purpose:

Blanket Purchase Orders (BPO's) are used for ongoing expenses for the purchase of indeterminable miscellaneous items, materials, supplies, parts, etc., over a specific period of time (can't extend beyond the fiscal year). Items may be purchased as needed by the user department, against the blanket order number for the term of the BPO, or until the dollar amount is reached. The BPO generally establishes a maximum dollar amount limit, the period covered, and any pertinent terms and conditions. However, since the items to be purchased are unknown at the time of issuance of the BPO, no line item pricing is included.

II. Procedure:

A BPO is initiated by a regular Purchase Requisition, and is printed on regular purchase order forms, it indicates that it is a BPO, and is consecutively numbered as with regular purchase orders, and shall contain the following information:

- A. Vendor name and address.
- B. Description and types of items to be purchased (to the extent known).
- C. The period of time the BPO will remain valid (usually only for 90 days).
- D. The maximum dollar amount (cap), which cannot be exceeded (unless increased by a change order). When it is apparent the cap will be insufficient, a change order may be requested by the using department to increase the cap.
- E. Provision for cancellation of the order at any time.
- F. Individual purchase limits (per item) shall be set on BPO's by the Office of Central Purchasing in order to avoid unauthorized expenditure of funds for capital equipment. BPO shall have actual names and positions of authorized purchaser of BPO to initiate.

- G. Name of department/division and any specific personnel authorized to utilize BPO.
- H. Should the user department/division wish to have the account number(s) printed on the purchase order, the number(s) should be entered as the last line of text, while inputting the requisition.
- I. The Purchasing Agent, Finance Director and/or County Administrator will determine when a BPO is to be issued.

After a BPO is issued, the using department/division is authorized to place orders, via telephone or in person, directly with the vendor, when needed. Example: A using department may wish to request a BPO to purchase miscellaneous hardware items from a hardware store for a 60-day period with total expenditures not to exceed a specified dollar amount. The department/division shall be responsible for acknowledging receipts of goods, and thereby, approval of payment. To liquidate a BPO, indicate on the "Receiving" copy "Final" and forward directly to the Clerk's Accounts Payable Section. At the end of the expiration date of the BPO, if funds still exist, the Accounts Payable will liquidate BPO.

Partial payments are made, as items are purchased against the BPO until the dollar amount encumbered for that BPO is reached. Departments/divisions must acknowledge, in a timely manner, the receipt of goods to indicate authority for the Clerk's Accounts Payable Section to pay invoices.

The Accounts Payable Section will process invoices for received materials or services so that any discounts may be obtained. Departments/divisions should monitor the status of the BPO for discounts taken and freight charges applied.

BPO's shall be monitored very closely by the user department as to expenditures, so as not to exceed encumbered amounts and as to time so that the BPO does not lapse before a new one, if needed, is issued, or it is extended via issuance of a change order.

The Office of Central Purchasing and the Accounts Payable Section may monitor all or selected purchases to ensure adherence to County Procedures. The Office of Central Purchasing may take appropriate action, as deemed necessary, should the using department not strictly adhere to County purchasing procedures.

BPO's may be issued for commodities and service. Such needs for BPO's must be discussed with the Purchasing Agent, prior to issuance, to ensure appropriate procurement steps are taken; appropriate terms and conditions, specifications, etc. as applicable are in place; and that appropriate documentation is on file.

III. Limitations:

BPO's cannot exceed \$25,000 unless approved by the Board of County Commissioners.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-010

Title: Purchases Exempt From Competition

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Purpose:

The purpose of this procedure is for procuring goods and services, which are exempt from the competitive bid requirements.

II. Scope:

This procedure applies to purchases that are exempt from the formal competitive bid and proposal requirements including but not limited to:

- A. Agreements between the Board of County Commissioners and non-profit organizations, the federal government, or other state or local governments, including the transfer, sale or exchange of goods and/or services.
- B. Goods and/or services received by grant, gift or bequest.
- C. Awarded bids by local, state, or national government agencies, government cooperative purchasing organizations or purchasing associations.
- D. Purchases from the State of Florida or U.S. General Services Administration Contracts or Florida Sheriff's Association Contract.

III. Procedure:

Direct Payment - The user department/division shall utilize the Direct Payment to approve payment for the following exempt items, and submit directly to the Finance Department:

- A. Mileage Reimbursements.
- B. Towing, copies of records, transcripts.
- C. Outside Counsel.

- D. Other legal services, including paralegal services, expert witnesses, court reporters, title searches and research services.
- E. Pre-approved interview and/or moving expenses (personnel only).
- F. Risk management claim settlements.
- G. Subscriptions to and legal advertisements in newspapers and periodicals.
- H. Agreements between the Board of County Commissioners and non-profit organizations, the federal government, or other state or local governments, including the transfer, sale or exchange of goods and/or services.
- I. Goods and/or services received by grant, gift, or bequest.
- J. Awarded bids by local, state, or national government agencies, government cooperative organizations or purchasing associations.
- K. Purchases from the State of Florida or U.S. General Services Administration.

Purchase Orders shall be issued to provide for payment for the following exempt items, which do not require competitive quotes.

- A. Emergency purchases.
- B. Processed media: movies, slides, videos, and other from processor, producer or exclusive distributor.
- C. Purchases from the State of Florida term contracts.
- D. Purchases from Florida Sheriff's Association Contracts, GSA Contracts and other governmental entities, Invitations to Bids.
- E. Blanket purchase orders wherein the exact quantity of items or identification of specific terms cannot be determined in advance.
- F. Sole Source procurements.
- G. Items, which have been approved for standardization, and a specific vendor, have been delineated in the standardization process.
- H. Maintenance agreements (i.e. copiers, postage machines).
- I. Awarded bids by Local, State, or National Government Agencies, Government Cooperative Purchasing Organizations or Purchasing Associations and Purchases from the State of Florida or U.S. General Services Administration.

The procedure also known as "extending off of a contract" is allowed and utilized for the procurement of goods and services without formal bid procedures

via utilizing other public entities' award of an Invitation to Bid or Request for Proposal; for example, the sources mentioned above.

Purchasing Agent shall have all extending off of a contract procurements pre-approved by the Finance Director prior to performing the following due diligence, to assure that extending off of a contract for the purchase in question will be appropriate.

The following documentation shall be included in the due diligence for extending off of a contract.

1. A full copy of the other entity's Invitation to Bid, the vendor's price sheet, vendor's signature, allowance for extending off of a contract by other entity, notification for award, date of purchase order or contract and expiration date.
2. Quotation from vendor, offering to honor the same prices under the same terms and conditions as indicated in the Invitation to Bid.
3. Bids from other entities will not be considered for extending off of a contract if the bids are over twelve months old.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-011

Title: Sole Source

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Purpose:

To provide a mechanism for the procurement of goods and services which are a sole source.

II. Definition:

Sole source items must meet both of the following criteria:

- A. It is the only item that will produce the desired results (or fulfill the specific need).
- B. The item is available from only one source of supply within the needed time frame.

Purchases of supplies, equipment and contractual services from a sole source are exempted from competitive requirements upon approval of the Finance Director and/or the County Administrator. Said approval shall be formally authorized utilizing a Sole Source Purchase Data Sheet.

The request for Sole Source purchase shall set forth the purpose and need, in addition to why the item is the only one that will produce the desired results (or fulfill the specific need).

The user department/division and/or the Purchasing Agent shall attempt to locate competition (alternate sources of supply).

Compatibility to existing equipment shall be an acceptable justification for waiver of bidding requirements, provided the item is only available from one source of supply.

The Office of Central Purchasing shall keep a Sole Source Log, which logs all sole source purchases, includes the vendor name, the amount, item description, justification and the purchase order number.

III. Procedure:

The user department/division shall submit to the Finance Director and/or County Administrator a completed Sole Source Purchase Data Sheet.

The Finance Director and/or County Administrator shall review and approve or disapprove, in writing; sole source designation after a good faith effort is made to find other available sources. If questions arise, the requesting department will be consulted before final decision is made.

When the Finance Director and/or County Administrator determines a sole source exists for the required goods, and/or services, staff shall conduct negotiations, as appropriate, as to price, delivery, and terms. If questions arise, the requesting department will be consulted before final decision is made.

Approved requests shall be processed and the log and files updated by the Purchasing Agent.

The user department/division shall be informed of any requests, which are disapproved, and the procurement shall be made in accordance with standard procedures.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-012

Title: Source Selection

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Purpose:

To provide policies and procedures for the selection of sources.

II. Scope:

These policies and procedures will cover the following methods of source selection: Invitation to Bid, Request for Qualifications, Request for Letters of Interest, Request for Proposals, Proposals submitted for Competitive Negotiations, Competitive Sealed Bidding, Sole Source/Non-Competitive Negotiations, Sole Brand, Budget Commodities and Emergency Purchases.

III. Responsibility:

The Purchasing Agent and the Office of County Attorney have the responsibility for maintaining a uniform contract format and set forms to serve the source selection process. Consideration should include the need for mechanisms for vendor notification, analysis and summary, bonds, mailing list, invitations, notice of award and notice to proceed.

The Purchasing Agent/Finance Director may conduct a pre-qualification process in which the responsibility of potential vendors/contractors is evaluated and may then limit acceptance of bids or responses to those vendors/contractors deemed qualified in such process.

The Purchasing Agent is responsible, under the supervision of the Finance Director, for obtaining bids and proposals on all supplies and services except for sole source.

Answers to technical questions rose during the source selection process; must be provided in writing by the using Department. The Purchasing Agent should coordinate the reply and ensure that all potential suppliers are provided the same information.

After all bids or proposals have been received and examined for completeness, a tabulation sheet is to be prepared, noting all the pertinent data and exceptions. A recommendation for award will be prepared by the Review Team and/or using Department.

The information gathered will be kept with the source selection file as backup documentation. A copy of each response will be sent to the using Department, along with the tabulation sheet.

All original bid and proposal packets will be forwarded to the Clerk's Office for recording. Copies will also be maintained on file in the Office of Central Purchasing.

IV. Competitive Sealed Bidding:

Policy – All County contracts in excess of \$25,000 shall be awarded through a process of competitive sealed bidding except as otherwise provided for in these sections: “Competitive Sealed Proposals, Request for Letters of Interest, Request for Proposal, Request for Qualification, Sole Source/Non-Competitive Negotiations, Sole/Brand, and Emergency Purchases.”

V. Invitations to Bids:

An Invitation to Bid shall be issued for purchases of \$25,000 and over and shall include specifications and all contractual terms and conditions applicable to the purchase.

Policy – An invitation to bid may be used when the commodities sought after are defined.

A. Procedures:

1. Requestor contacts the Purchasing Agent to determine the type of procurement that will occur.
2. Purchasing Agent will coordinate a meeting date/time with the Office of County Attorney, and requestor to discuss the procurement needing a contract.

At this meeting, requestor is to provide all necessary documents and information needed to complete the contract.

Documents needed may include the following:

- ◆ Engineering specifications
- ◆ Construction drawings
- ◆ Scope of Work

3. The Office of County Attorney has a prepared form to assist with providing the needed information; this copy will be provided to the requestor. The form is to be completed and brought to the meeting. To the best of your ability, please provide a cost estimate for the project.
4. If at the conclusion of the meeting all information is provided, the Office of County Attorney will begin to prepare the front-end documents. The Office of County Attorney will be unable to complete the documents until all necessary information is provided.
5. If for any reason a contract request is to be tabled, please advise the Office of County Attorney in writing. (E-mail is acceptable.) At that time, the Office of County Attorney will stop work on the contract. When the contract is revived, please advise the Office of County Attorney in writing. (E-mail is acceptable). The Office of County Attorney will be unable to continue with the contract if not so informed.
6. If at any time the project documents (drawings, specifications, etc.) are revised or changed, please provide the updated version to the Office of County Attorney and Purchasing. This includes any addenda to the bidding documents.
7. When requesting contracts from the Office of County Attorney please keep in mind that up to 10 working days are needed to complete a contract once all information is provided. If you need a contract by a particular date (such as for a particular Board meeting) please remember to include the time in the Office of County Attorney when calculating the time frame.
8. After contract documents are prepared by the Office of County Attorney, they are given to the County Administrator to review.
9. After review, Administration forwards to the Purchasing Agent to advertise.
 - a. Purchasing will be given approximately two (2) weeks to prepare the bid document.
 - b. The advertisement will be published at least once, 14 days prior to a pre-bid conference. For construction contracts the notice requirements of Section 255.0525(2), Florida Statute shall apply.

- c. A pre-bid conference with vendors may be necessary, depending on the complexity of the specifications, or the scope of work, to be performed. When pre-bid conferences are held, no bid will be accepted from a bidder who did not attend the conference in its entirety. The Purchasing Agent shall prepare a summary or transcript of the meeting. If changes are made to the specifications, the Purchasing Agent shall prepare an addendum and issue to all known prospective bidders.
 - d. The bid submission closing date will be set for 30 days after the last day the advertisement runs.
 - e. Invitation to Bids arriving in the Office of Central Purchasing before deadline, are filed until the bid opening. All bids received shall be date-time stamped.
10. On the 31st day after the last day of advertising, the Purchasing Agent and an appointed designee will open the bids, read aloud publicly. Purchasing Agent and requestor will review each bid for compliance with the standards and requirements identified in the Invitation for Bid and project specifications and verify that bidders hold current, active licenses and/or certifications that may be required by the contract or specifications, and are authorized to transact business in the State of Florida. If consultant services are used to assist in the bid process, Purchasing retains oversight responsibility for determining whether or not bids are responsive to the standards and requirements identified in the Invitation to Bid and project specifications.
- a. Purchasing will prepare a bid tabulation sheet, including any applicable local preference pursuant to PP 017.
 - b. This form will include the names, address, and dollar amounts for the submitted bids, identify any non-responsive bids and the reason(s) for the non-responsiveness.
 - c. The original bid documents will be sent to the Deputy Clerk of Court, and copies will be sent to Administration and requestor.
 - d. The bid tabulation form will be sent to the requestor and to the Office of County Attorney.
 - a) The requestor will inform the Purchasing Agent when the bids will be presented to the Board.
 - b) The Office of County Attorney will check the corporate status of the bidders.

11. The requestor will arrange to have review of bids placed on the agenda for the Board of County Commissioners and will present the bids along with his/her recommendation at the BCC meeting.
12. After Board approval, the Purchasing Agent will contact the Deputy Clerk of Court to find out which vendor was awarded the bid and prepare the Notice of Award.
 - a. A copy of the Notice of Award will be sent to the Office of County Attorney, Administration, the requestor and the winning bidder.
 - b. Purchasing Agent will receive the necessary bonds and proof of insurance.
 - c. Purchasing Agent will provide the winning bid package, including the necessary bonds and bid addenda to the Office of County Attorney.
13. The Office of County Attorney will finalize the contracts and review the bond.
14. Finalized contract will be given to Administration, who is responsible for getting the documents signed. In case of contracts prepared for the Tourist Development Council, the contract document will be provided to the Executive Director.
 - a. The Office of County Attorney will be the final signature, approving as to form. All contract documents (as itemized in the contract) must be available for review prior to approval as to form.
 - b. The Office of County Attorney will return the signed originals to Administration for distribution, retaining one fully executed original.
15. The Purchasing Agent will issue the Notice to Proceed and provide executed originals to the bidder, the requestor, Administration and the Deputy Clerk of Court.

B. Public Notice:

Adequate public notice of the Invitation for Bids shall be given prior to the bid opening date set forth in the Invitation to Bid. A minimum of 14 calendar days should be provided. Such notice may be published in a newspaper of general circulation or on the County web page. The notice shall state the date and time of the bid opening. For construction projects, the notice requirements of Section 255.0525(2), Florida Statutes shall apply.

C. **Bid Opening:**

Bids shall be opened publicly in the presence of two (2) or more people at the time and date designated in the Invitation to Bid. The amount of each bid and such other relevant information as deemed appropriate, together with the name of each bidder, shall be recorded; records and bids shall be open for public inspection in accordance with Florida State Statute.

1. Bid tabulation sheet will be posted at the Office of Central Purchasing for a period of three (3) business days.
2. All persons present at the Invitation to Bid opening shall sign the attendance sheet. The bids are then made available for inspection by the public, in accordance with Florida Statute. Bid tabulation sheet is posted for three (3) business days at the Office of Central Purchasing.

D. **Acceptance:**

Bids shall be accepted without alteration or correction. Apparent obvious mathematical errors will be revised with bidder to determine corrections of bid amount.

E. **Bid Cancellation or Postponement:**

The Finance Director and/or County Administrator, for good cause, may, prior to bid opening, elect to cancel a bid or postpone the date and/or time of bid submission or opening. After a bid opening, for good cause, the Finance Director and/or County Administrator may cancel a bid if no or only one (1) responsive, responsible bid is received, if the lowest, responsible bid is in excess of the funding limits established by the County for that project, or if it is deemed that it is not in the best interest of the County to continue with the procurement process. It may also be cancelled in the event of discovery after bid opening of a patent irregularity or procedural flaw which is so severe as to render the process invalid, or in the event that the County determines that the need for the procurement no longer exists and will not exist in the immediate future, the Finance Director and/or County Administrator may cancel the bid. The Finance Director and/or County Administrator will present the recommendation to cancel or postpone the bid to the Board of County Commissioners at the next Commission meeting.

F. **Corrections, Additions to and Withdrawal of Bids:**

The following shall govern the correction of information submitted in a bid when that information is a determinant of the responsiveness of the bid:

1. Errors in the extension of unit prices, stated in a bid or in multiplication, division, addition, or subtraction in a bid, may be corrected by the Purchasing Agent/Finance Director prior to award. In such cases, the unit prices shall not be changed.

2. No bidder shall be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid, except that any bidder may correct errors in extension of unit prices stated in the bids, or in multiplication, division, addition, or subtraction. In such cases, unit prices shall not be changed.

A bidder who is alleging a judgmental mistake of fact shall not be permitted to withdraw his/her bid after bid opening. If such bidder unilaterally withdraws his/her bid without permission after bid opening, the Purchasing Agent/Finance Director may suspend the vendor from receiving new orders from the County up to two years, dating from the date of unilateral withdrawal.

A bidder alleging a nonjudgmental mistake of fact may be permitted to withdraw his/her bid only when it is determined by the Purchasing Agent/Finance Director that there is reasonable proof that such a mistake was made and, if the bid is the low bid, that the intended bid cannot be determined with reasonable certainty. If a bidder unilaterally withdraws his/her bid without permission after bid opening, the Purchasing Agent/Finance Director may suspend the vendor from receiving new orders from the County for up two (2) years, dating from the date of the unilateral withdrawal.

Information in a bid, which concerns the responsibility of the bidder, shall not necessarily be considered conclusive at the time of bid opening, except when the Invitation to Bid unequivocally states that the bid shall not be considered responsive unless the particular information is provided in the bid; when such information has not been so declared as a determinant of responsiveness of the bid.

3. The Purchasing Agent/Finance Director may determine that the information submitted concerning the responsibility of the bidder is so administratively inadequate as to warrant a recommendation of rejection of the bid based on lack of demonstrated bidder responsibility.
4. The Purchasing Agent/Finance Director may, after bid opening, request additional information of the bidder concerning his/her responsibility to perform, and the bidder may voluntarily, after bid opening, provide additional or corrective information concerning his/her responsibility as a bidder. The Purchasing Agent/Finance Director may seek and shall consider this and all other information gained prior to the time of award or rejection in making his/her determinations and recommendations concerning bid acceptance and award.

A bid shall be considered responsive only if it conforms to the requirement of the Invitation to Bid concerning pricing, surety, insurance, specifications of the goods or services requested, and any other matters unequivocally stated in the Invitation to Bid as a determinant of responsiveness, provided, however, that the alternative methods may be considered and awarded unless specifically prohibited. A lack of conformity on these matters which is not substantive in nature may be considered a technicality or irregularity which may be waived by the Purchasing Agent/Finance Director. Failure by the bidder to execute the

County's contractual services acknowledgment form, binding the bidder's offer, shall result in bid being rejected as non-responsive.

G. Evaluation:

The County reserves the right to accept or reject any and all bids and to make award to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid and whose award will, in the opinion of the County, be in the best interest and most advantageous to the County.

Factors to be considered in determining whether the standard of responsibility has been met shall include whether a prospective contractor/vendor has:

1. Available the appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements.
2. A satisfactory record of performance.
3. A satisfactory record of integrity.
4. Qualified legally to contract with the County.
5. Supplied all necessary information in connection with the inquiry concerning responsibility including but not limited to any licenses, permits, and insurance or organization papers required.
6. Been suspended, debarred, or otherwise disciplined by the county, any state agency or subdivision, or the federal government for violations of procurement ordinances or laws.

The prospective contractor/vendor shall supply information requested by the County concerning the responsibility of such contractor/vendor. If such contractor/vendor fails to supply the requested information, the County shall base the determination of responsibility upon any available information or may find the prospective contractor/vendor not responsible if such information is not submitted within the time specified by the county.

7. The County may conduct a prequalification process in which the responsibility of potential vendors/contractors is evaluated and shall then limit acceptance of bids or responses to those vendors or contractors deemed qualified in such process.

H. Awards:

The contract should be awarded to the lowest responsible and responsive bidder whose bid meets the specifications, requirements and criteria set forth in the Invitation to Bid.

I. Vendor Compliance:

All correspondence in regards to a bid shall be directed to the Office of Central Purchasing. Failure to do so may disqualify vendor from doing business with the County for up to a year.

Note: In cases where the lowest cost bid is not recommended for Board award, the Finance Director will prepare a memo to the County Administrator with copies to the Office of County Attorney based upon information provided by the requesting division and a copy to all the Commissioners substantiating the determination that the recommendation for award is for a contractor other than the lowest cost bidder.

VI. Request for Proposals:

A request for proposal shall be issued for purchases of \$25,000 and over.

Policy – A request for proposal may be used when the County is incapable of specifically defining the scope of work for which the commodities or contractual services is required and the County is requesting that a qualified offeror propose commodities or contractual services to meet the specifications of the solicitation document.

A. Procedure:

1. The requestor along with the Purchasing Agent meets with the Office of County Attorney and discusses scope of work.
2. The Purchasing Agent reviews the purchase description for clarity and completeness
3. The Purchasing Agent plans and schedules key events and dates for the Request for Proposal review and issuance, public notice, the pre-solicitation conference, the proposal opening, evaluation and the preparation of the Purchase order if applicable. If a contract is to be issued, the Office of County Attorney will prepare documents.
4. The Office of County Attorney reviews the specifications and the Request for Proposal, if proposal is for services. If for commodities, the Purchasing Agent will review and prepare Request for Proposal.
5. The Purchasing Agent will review the vendor list and, as a courtesy, will fax notice of advertisement to all vendors or electronically notify on website when available.
6. A pre-solicitation conference with vendors may be necessary, depending on the complexity of the specifications, or the scope of work, to be performed. When pre-solicitation conferences are held, no proposal will be accepted from a proposer who did not attend the conference in its entirety. The Purchasing Agent shall prepare a summary or transcript of the meeting. If changes are made to the specifications, the Purchasing Agent shall prepare an addendum and issue to all known prospective proposers.

7. Request for Proposals arriving in the Office of Central Purchasing before deadline for receipt of proposals are filed until the proposal opening. All proposals received shall be date-time stamped.
8. The proposals are opened publicly, in the presence of two or more witnesses, at the time, date, and place designated in the Request for Proposal.
9. All persons present at the Request for Proposal opening shall sign the attendance sheet. The proposals are then made available for inspection by the public. The Proposal sheet is posted for three (3) business days at the Office of Central Purchasing.
10. The Review Team tabulates and evaluates the proposals to determine the lowest most responsive and most responsible proposal meeting the specifications.
11. The Purchasing Agent coordinates with the Proposal Review Team, when necessary, discussion with those vendors submitting proposals that is acceptable or potentially acceptable. The Purchasing Agent with the Proposal Review Team conducts discussions with offerors to promote an understanding of the County's requirements and the offeror's Proposal and to facilitate arriving at a contract that will be most advantageous to the County, taking into consideration price and the other evaluation factors set forth in the Request for Proposals.
12. If discussions are held, the Purchasing Agent schedules a date and time for the vendors to submit best and final offers.

Note: Negotiations, which result in modifications to the original proposal shall be documented and supported with a revised proposal from the offeror, which clearly demonstrates their "best and final offer."

13. When the Proposal Review Team and Office of Central Purchasing have completed the proposal review and made a recommendation(s) the information is presented to the Board for final review, concurrence and contract award.

Note: In cases where the lowest cost proposal is not recommended for Board award, the Finance Director will prepare a memo to the County Administrator with copies to the Office of County Attorney based upon information provided by the requesting division and a copy to all the Commissioners substantiating the determination that the recommendation for award is for a contractor other than the lowest cost proposer.

14. Upon award by the Board of County Commissioners, the Purchasing Agent prepares a Notice of Award. A copy of the Notice of Award will be forwarded to the Office of County Attorney, Requestor, Administration and winning proposer.

15. Purchasing will receive the necessary bonds and proof of insurance.
16. Purchasing will provide the winning proposal package, including the necessary bonds and bid addenda to the Office of County Attorney.
17. The Office of County Attorney will finalize the contracts and review the bonds.
18. The finalized contract will be given to Administration who is responsible for getting the documents signed. In the case of contracts prepared for the Tourist Development Council, the contract will be provided to the Executive Director.
19. The Office of County Attorney will be the final signature, approving as to form. All contract documents (as itemized in the contract) must be available for review prior to approval as to form.
20. The Office of County Attorney will return the signed originals to Administration for distribution, retaining one fully executed original.
21. Purchasing will issue the Notice to Proceed and provide executed originals to the contractor, the requestor, Administration and the Deputy Clerk.

Adequate public notice of the Request for Proposal shall be given prior to the proposal opening date set forth in the Request for Proposal. A minimum of 14 calendar days should be provided. Such notice may be published in a newspaper of general circulation or on the County web page. The notice shall state the date and time of the proposal opening.

For construction contracts, the provision of Section 255.0525(2), Florida Statutes shall be followed.

B. Proposal Opening:

Proposals shall be opened publicly in the presence of two (2) or more people at the time and date designated in the Request for Proposal. The list of respondent firms and such other relevant information as deemed appropriate, shall be recorded. Records and proposals shall be open for Public inspection in accordance with Florida State Statute.

1. Proposal sheet will be posted at the Office of Central Purchasing for a period of three (3) business days.
2. All persons present at the opening of the RFP shall sign the attendance sheet.

C. Proposal Cancellation or Postponement:

The Finance Director and/or County Administrator, for good cause, may, prior to proposal opening, elect to cancel a proposal or postpone the date and/or time of proposal submission or opening. After a proposal opening, for good cause, the

Finance Director and/or County Administrator may cancel a proposal. If the lowest, responsible proposal is in excess of the funding limits established by the County for that project, or if it is deemed that it is not in the best interest of the County to continue with the procurement process. It may also be cancelled in the event of discovery after proposal opening of a patent irregularity or procedural flaw which is so severe as to render the process invalid, or in the event that the county determines that the need for the procurement no longer exists and will not exist in the immediate future, the Purchasing Agent, Finance Director and/or County Administrator may cancel the proposal. The Finance Director and/or County Administrator will present the recommendation to cancel or postpone the proposal to the Board of County Commissioners at the next Commission meeting.

E. Corrections, Additions to and Withdrawal of Proposal:

The following shall govern the correction of information submitted in a proposal when that information is a determinant of the responsiveness of the proposal:

1. Errors in the extension of unit prices, stated in a proposal or in multiplication, division, addition, or subtraction in a proposal, may be corrected by the Purchasing Agent/Finance Director prior to award. In such cases, the unit prices shall not be changed.
2. No proposer shall be permitted to correct a proposal mistake after proposal opening that would cause such proposer to have the low proposal, except that any proposer may correct errors in extension of unit prices stated in the proposals, or in multiplication, division, addition, or subtraction. In such cases, unit prices shall not be changed.

A proposer who is alleging a judgmental mistake of fact shall not be permitted to withdraw his/her bid after proposal opening. If such proposer unilaterally withdraws his/her proposal without permission after proposal opening, the Purchasing Agent/Finance Director may suspend the vendor from receiving new orders from the County up to two (2) years, dating from the date of unilateral withdrawal.

A proposer alleging a nonjudgmental mistake of fact may be permitted to withdraw his/her proposal only when it is determined by the Purchasing Agent/Finance Director that there is reasonable proof that such a mistake was made and, if the proposal is the low proposal, that the intended proposal cannot be determined with reasonable certainty. If a proposer unilaterally withdraws his/her proposal without permission after proposal opening, the Purchasing Agent/Finance Director may suspend the vendor from receiving new orders from the County for up two years, dating from the date of the unilateral withdrawal.

Information in a proposal, which concerns the responsibility of the proposer, shall not necessarily be considered conclusive at the time of proposal opening, except when the Request for Proposal unequivocally states that the proposal shall not be considered responsive unless the particular information is provided in the proposal.

3. The Purchasing Agent/Finance Director may determine that the information submitted concerning the responsibility of the proposer is so administratively inadequate as to warrant a recommendation of rejection of the proposal based on lack of demonstrated proposer responsibility.
4. The Purchasing Agent/Finance Director may, after proposal opening, request additional information and clarification of the proposer concerning his/her responsibility to perform, and the proposer may voluntarily, after proposal opening, provide additional or corrective information concerning his/her responsibility as a proposer. The Purchasing Agent/Finance Director may seek and shall consider this and all other information gained prior to the time of award or rejection in making his/her determinations and recommendations concerning proposal acceptance and award.

A proposal shall be considered responsive only if it conforms to the requirement of the Request for Proposal concerning pricing, surety, insurance, specifications of the goods or services requested, and any other matters unequivocally stated in the Request for Proposal as a determinant of responsiveness, provided, however, that the alternative methods may be considered and awarded unless specifically prohibited. A lack of conformity on these matters which is not substantive in nature may be considered a technicality or irregularity which may be waived by the Purchasing Agent/Finance Director. Failure by the proposer to execute the County's contractual services acknowledgment form, binding the proposer's offer, shall result in proposal being rejected as non-responsive.

F. Evaluation of Proposals:

1. The Request for Proposals (RFP), when it's used, shall state the evaluation factors, including price and local preference if any. Numerical rating systems may be used, but are not required. Factors not specified in the Request for Proposals shall not be considered.
2. Negotiation/Selection Team shall consist of Finance Director or his/her designee, County Administrator or his/her designee, Director of requesting department or his/her designee.

G. Negotiation and Revision of Proposals:

If so provided in the Request for Proposals, negotiations may be held with responsible offerors who submit proposals determined to be acceptable or potentially acceptable for award. Negotiations are held to promote an understanding of the County's requirements and the offeror's Proposal and to facilitate arriving at a contract that will be most advantageous for the County.

H. Awards:

An award shall be made to the offeror whose Proposal is the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposals. No other criteria shall be used in the evaluation.

I. Vendor Compliance:

All correspondence in regards to a bid shall be directed to the Office of Central Purchasing. Failure to do so may disqualify vendor from doing business with the County for up to a year.

VII. Design Build Contract:

The procedures for awarding a design-build contract set forth in Section 287.055(9) (c) shall be followed.

VIII. Request for Qualification for Professional Services:

A. Procedure:

1. Requestor will provide all necessary information to the Purchasing Agent to compile and do scope of work for services needed. If a contract is needed, Purchasing Agent will contact the Office of County Attorney.
2. Purchasing Agent will type RFQ; assign number, and schedule opening and closing date. Closing date should be 31 days after closing of advertisement. The Purchasing Agent will prepare legal advertisement. Purchasing Agent will advise the requestor that this is the time to form a Review Team.
3. Once the RFQ is opened, copies should be sent to all Review Team members. The Review Team should have at least 31 days from opening of RFQ to review and make recommendations.
4. The Review Team makes recommendation to the Board for a presentation or for negotiation. Copy of recommendation should be sent to the Purchasing Agent, Deputy Clerk, Administration and the Office of County Attorney (if involved).
5. The Board will select in order of preference no fewer than three (3) firms deemed highly qualified to perform the services per FS. 287.055
6. Competitive negotiation process begins per FS. 287.055
7. Once a contract is ready to be made, the requestor is to send all documents to the Office of County Attorney to be issued.

IX. Request for Letters of Interest for Professional Services:

Policy – When it is determined that services such as Professional, Architectural, Engineering, landscape architectural or land surveying services that are governed by Florida Statute 287.055 known as the Competitive Consultants Negotiation Act, the Request for Letters of Interest shall be used:

A. Procedure:

When professional services are required to be purchased for a project that the basic construction cost of which is estimated by the agency to exceed the threshold amount provided for (\$25,000), or in a planning or study activity when the fee for professional services exceed the threshold amount (\$25,000), except in cases of valid public emergencies so certified by the County Administrator, shall be solicited through Request for Letters of Interest.

B. Public Notice:

Adequate public notice shall be given in the same manner as provided in the section entitled "Competitive Sealed Bidding", providing the minimum notice of 14 calendar days.

C. Receipt of Letters:

A Letter of Interest shall be documented containing the name of each offeror, their address, phone number, fax number and contact person. The Letters of Interest shall be open for public inspection.

D. Evaluation of Letters:

The Request for Letters of Interest shall state all the evaluation factors. Evaluation shall be based on evaluation factors set forth in the Request for Letters of Interest. Numerical rating systems may be used, but are not required.

E. Competitive Selection:

The Florida Statute states the Review Team shall evaluate no fewer than three (3) firms regarding their qualifications; shall have discussions and/or presentations with each firm, and select in order of preference no fewer than three (3) firms deemed to be the most highly qualified to perform the services. The Board may decide to readvertise or proceed if fewer than three (3) firms have submitted.

F. Competitive Negotiation:

The Review Team/County Administrator shall negotiate a contract with the most qualified firm. If Review Team/County Administrator is unable to negotiate a satisfactory contract with the most qualified firm then negotiations shall be terminated and the Review Team shall undertake negotiations with the second most qualified firm; and so on until a satisfactory contract is negotiated.

G. Award:

An award(s) shall be made to the most qualified firm or a firm who's Letters of Interest and negotiations are determined in writing to be the most advantageous to the County.

H. Vendor Compliance:

All correspondence in regards to a bid shall be directed to the Office of Central Purchasing. Failure to do so may disqualify vendor from doing business with the County for up to a year.

X. Small Purchases:

Levels of purchasing are used to simplify the purchasing process. Under the survey and guidelines of the National Institute of Government Purchasing, there are presently four levels of purchasing good/services.

UNDER \$1,000

Policy – Purchases with the value below \$1000 are made from vendors who are supplying the item at a reasonable price and using good purchasing practices. These purchasing practices may include but are not limited to quotes.

\$1,000 - \$5,000

Purchases will be made with two (2) or more written quotes whenever practical. Should verbal quotations be received, name and address of company and amount quoted shall be part of written documentation.

\$5,000 - \$24,999

Purchases shall be carried out using written quotations of at least two (2) or more vendors.

\$25,000 or Greater

Official solicitations are advertised.

A. Procedures:

The Purchasing Agent assigns the requisition to a Buyer, who solicits a quotation verbally or in writing.

1. Verbal Quotations:

When verbal quotations are made over the telephone, the Buyer solicits quotations on the item(s) and quantity described on the requisition and records the quotation on a telephone quotation form.

When all the quotes are received, the Buyer selects the best and most responsive quotation and places the order over the telephone.

A purchase order is then prepared, signed by the Purchasing Agent in accordance with delegation of signature authority, and issued to confirm the order.

2. **Written Quotations:**

Written quotes are to be obtained for purchases over \$5,000.

After all quotations are received, the Buyer under the supervision of the Purchasing Agent selects the lowest and best quotations and prepares a purchase order.

The purchase order is signed by the Purchasing Agent/Designee in accordance with delegation of signature authority and issued to confirm the order.

XI. Sole Source/Non-Competitive Negotiations:

Policy – Non-competitive negotiations may be used as a procurement method for purchases of supplies or services available from only one source; or sole brand or when it is determined by the director of the using department or the Purchasing Agent that competitive bidding is not feasible or not advantageous to the County.

Sole Source means the only existing source of the items which meet the needs of the using department as determined by a reasonably thorough analysis of the marketplace.

Sole Source purchasing of goods and services requires a written finding that only one qualified source is available; and also requires a written statement that a search for alternative source have been made; and a justification of why the only source is acceptable to fit the needs of the using department.

A request for a proprietary item does not justify sole source procurement if there is more than one potential bidder for the item.

Purchasing may negotiate with a sole source supplier under the following circumstances:

- The needed supply or service is available from only one source/brand.
- The supply or service is wanted for experimental trial or testing.
- The supply is purchased for resale.
- Additional supplies or services are needed to complete an ongoing task.
- A supply or service is purchased from, or a sale is made to, another unit of government.
- The item is a unique component or replacement.

A. Procedures:

1. In processing requisitions for sole/source brand items, the Buyer, under the supervision of the Purchasing Agent, conducts negotiations as to price, delivery, terms and conditions.

2. The Purchasing Agent, in cooperation with the using department, prepares a recommendation for award for review and signature by the Finance Director. The recommendation for award should include a justification for the procurement method used on the Sole Source Purchase Data Sheet.

The recommendation for award is reviewed by the Finance Director and forwarded to the County Administrator for final review.

XII. Emergency Purchases:

Policy – These policies and procedures apply in situations, which create a threat to public health, welfare, or safety, such as may arise by reason of hurricane, flood, equipment failure, natural disaster, or other disruption of essential services, as may be declared by the County Commissioners or their designee.

This procedure shall serve as a specific guideline for emergency purchases.

Emergency procurement shall be limited to those supplies or services necessary to meet the emergency.

Scope – This procedure covers all emergency purchases \$25,000 or greater.

A. Procedures:

1. In the event of an emergency purchase \$25,000 or greater, the client department will prepare a purchase request describing the commodity and/or service.
2. The Department Director or designee, of the using department, will prepare an Emergency Purchase Written Request Memorandum, which will accompany the purchase request, providing a background as to the need of the emergency purchase. This letter is transmitted through the Purchasing Agent to the County Administrator who may authorize emergency purchases. Such purchases are exempt from the requirements of the competitive bid or proposal process.
3. Emergency purchases made by the County Administrator of over \$25,000 will be reported to the Board at the next regularly scheduled meeting.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-013

Title: Extension off Other Entities Contracts

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Definition:

“Extending off of a contract” is another procedure of procuring goods or services without formal bid procedures via utilizing other public entity’s award of an Invitation to Bid or Request for Proposal.

II. General:

The County may not extend off of contract awarded more than twelve months prior.

The County should be cautious when extending another entity’s bid. The award will be in accordance with all the terms and conditions, prices, time frames, and other criteria included in the awarded contract. Changes to terms and conditions, etc, are not allowed. Bid options may be included if the total dollar value of the options is not in excess of the County’s bid limit and options are available thru the awarded contract. It is recommended that the user department/ division contact the user department/division of the entity administering the awarded contract to determine that the item is exactly what the County needs and, to determine if they would recommend extending off of a contract of the award (did the vendor perform appropriately?).

III. Procedure:

Purchasing Agent should have all extending off of contracts pre-approved by the Finance Director prior to performing the following due diligence, to assure that extension for the purchase in question will be appropriate.

The following documentation shall be included in the due diligence for extending off of a contract:

- A. A full copy of the Invitation to Bid; the Vendor’s price sheet; Vendor’s Signature and other entities allowance for extending, and notification of award. Date of purchase order or contract: and contract expiration date.
- B. Documentation awarded from vendor offering to honor the same prices under the same terms and conditions as provided in the awarded contract.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-014

Title: Purchase Order Terms & Conditions

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Purpose:

To provide basic terms and conditions of purchase of goods and services.

II. Scope:

The terms and conditions apply to all purchases.

III. Responsibility:

The Purchasing Agent is responsible for this procedure and ensures that it is reviewed annually or when deemed appropriate by legal counsel.

A. Entire Agreement – The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor. This agreement shall be interpreted in accordance with the laws of the State of Florida

B. Delivery, Inspection and Acceptance – Delivery, inspections and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the County. Notwithstanding the requirements from any County inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the County, the Contractor shall perform or have performed the inspections and test required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part numbers specified herein.

C. Deliveries – In the event of failure to deliver material of the quality or within the time specified, the County might cancel order and buy elsewhere. Failure of the

County to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.

- D. Delivery Tickets – All shipments under this agreement shall be accompanied with delivery tickets, sales slips, in triplicate, which shall contain the following minimum information.

- ◆ Name of supplier
- ◆ Purchase Order
- ◆ Date of call
- ◆ Call number
- ◆ Itemized list of supplies or services furnished
- ◆ Quantity, unit price and extension of each item
- ◆ Date of delivery or shipment

Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

- E. Inspection, Acceptance and Title – Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County, unless loss damage results from negligence by the County. The contract supplier shall be responsible for filing, processing and collecting all damage claims.

- F. Government Regulations – Contractor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of the materials specified herein, have been complied with and shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.

- G. Taxes – Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If transportation charges are prepaid, do not pay tax, as the County will not reimburse individuals for the taxes paid. Counties are exempt from State Sales Tax.

- H. Installation – If an order requires the services of the Contractor experts or employees on the County's premises, such experts or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractors assume full responsibility for their acts and omissions and agree to save the County harmless from any claims arising there from, and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Contractor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Contractor's obligations hereunder. If Contractor furnishes materials and services for construction and improvement for a lump sum amount, Contractor agrees to furnish an analysis thereof as County may reasonably require for accounting purposes. Contractor shall be solely responsible for materials furnished by County.

- I. Invoicing and Payment – The contractor shall be paid upon submission of properly certified invoices to the Clerk of Court at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor’s Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

- J. Termination for Default – The Finance Director, after meeting with the County Administrator, by written notice may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof, in such event the Contractor shall be liable for damages including the excess cost of reproducing similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default or the Contractor’s failure to perform is without his and his subcontractor’s control, fault or negligence, the termination for convenience under paragraph K. As used in this provision the term “subcontractor” and “subcontractors” means subcontractors at any tier.

- K. Termination for Convenience – The Finance Director by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the County. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

- L. Changes – Any change orders over \$25,000 must be approved by the Board of County Commissioners. Those under \$25,000 may be approved by County Administrator, who will notify the Board of these changes.

- M. Good Cause – Insufficient funding, inappropriate contact by vendors or other reasons deemed by the County.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-015

Title: Complaints Against Vendors

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Purpose:

The report of unsatisfactory materials and/or services is utilized to inform the Office of Central Purchasing of any difficulties due to poor service, poor performance, poor quality, or materials, which do not meet specification requirements. This form is not to be utilized as an expediting tool. (Attached is form).

II. Criteria:

Vendors that submit unsatisfactory materials and/or services are to be reported to the Office of Central Purchasing. This should be submitted in detailed writing giving explanation of unsatisfactory material and/or services.

III. Procedure:

Contact Central Purchasing to obtain the Report of Unsatisfactory Materials and/or Services. A properly prepared Report of Unsatisfactory Materials and/or Services must contain the following information:

- A. Purchase Order Number
- B. Term Contract Number (when applicable)
- C. Vendor name, address, and phone number
- D. User Department/Division, contact person and phone number
- E. Department/Division Head Signature
- F. Brief explanation of **exactly** what the problem is, and why the product or service is unacceptable
- G. All available documentation shall be attached

III. Distribution:

The Report of Unsatisfactory Materials and/or Services shall be forwarded to the Office of Central Purchasing, who will forward to the vendor with a cover letter for their response.

IV. Follow up:

The Office of Central Purchasing shall notify the User Department/Division as to the vendor's response and any action taken by the Office of Central Purchasing.

The Office of Central Purchasing may determine that a meeting should be held to resolve the problem(s). The Office of Central Purchasing shall notify the user department/division of said meeting, and ensure that a representative of the user department/division is in attendance.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP 016

Title: Declaration of State of General Emergency

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Purpose:

To provide guidelines for emergency purchasing operations and record keeping procedures in the event a major hurricane or other disaster affecting Walton County. Following these guidelines will help ensure that purchasing operations continue in the face, and the aftermath of such a disaster and that emergency supplies are procured as quickly as possible.

Provide for the establishment of an emergency purchasing operations team that has communications capabilities and access to vendors whose business have not been affected by the hurricane or disaster, allowing procurement of needed goods and services.

II. Policy:

In the event of a major hurricane or other disaster, to ensure a continuation of purchasing capability, some of the Purchasing staff may be relocated to a remote purchasing operations center. The team will be provided workspace and staff at the Emergency Operations Center.

Records and reports are required to support requests for reimbursement of Walton County public funds expended as a direct result of a disaster. It is therefore imperative that the practices outlined in this procedure be implemented locally to ensure accurate record keeping in the aftermath of a natural or man made disaster. Hereafter, all natural or man made disasters will be referred to as disaster since this is the natural disaster most likely to occur in the state of Florida.

Comment: there may be a man made disaster that may get elevated to the level of an EOC activation and a Local State of Emergency may exist.

III. Procedure:

Overview of EOC Operations:

- A. The Emergency Response Division will be coordinating all emergency operations out of the EOC. As soon as a disaster passes, the focus will be to document the extent of the damage, provide an estimate of what is needed to repair the damage, and coordinate repair efforts.
- B. Following the declaration of an emergency or disaster area, Federal Disaster Assistance will be made available to Walton County. The Federal Emergency Management Agency (FEMA) is the Federal Agency charged with the responsibility of administering all Federal disaster assistance to State and local governments.
- C. To prepare for a disaster situation, the Office of Central Purchasing is given the authority to waive certain procedures and formalities otherwise required of them. During the declared emergency period, many normal purchasing procedures and requirements may be suspended. This will allow certain County Department personnel to procure commodities and services vital to the protection of Walton County and its citizens.

IV. Purchasing Operations Prior to Arrival of Hurricane:

On Notification of Hurricane Alert by EOC

- A. When the Walton County Finance Director is notified by EOC that it is preparing for an approaching hurricane, he will implement the hurricane alert notification to all affected Office of Central Purchasing personnel. If the declaration occurs outside of normal work hours, all Office of Central Purchasing personnel will be contacted by telephone, and instructions will be provided for operations and for the placement at EOC.
- B. The purchasing team will report to the office to move computers to a secure area and to secure personal area from damage should windows be broken. If the emergency is declared during normal work hours, these steps will either be done or scheduled prior to releasing staff. If the emergency is declared outside normal work hours, staff will be notified when to report to the office to accomplish this task when the alert notification is conducted.
- C. EOC staffing roster will be established which provides for the Finance Director of the Office of Central Purchasing, Purchasing Agent, and every Purchasing Buyer to rotate shifts for the duration of the hurricane alert.
- D. Purchasing will maintain a portable list of vendors, and reference materials for the local emergency purchasing operations.
- E. Office of Central Purchasing will sign in on the Purchasing Staff Sign-In Log. Any purchasing activity will be recorded on the Purchasing Activity Log. Remember to take as many notes as possible before, during, and after the

designated emergency. Log in all Requisitions/Purchase orders on the Emergency/Purchase Order Log.

Instructions on how to use and fill out these forms are included in this procedure.

V. After Passage of Disaster:

Immediately Following the Hurricane

- A. Employees will monitor local radio and television to find out when County offices will reopen. If the telephones are still operative, employees will remain near their telephones to await instructions as storm recovery operations begin if the communication is out and travel is deemed safe to move around the county, report to your duty area to find out if you are needed; if they are not there, report to the EOC.
- B. Designated team members will await instructions on reporting to work.
- C. All Purchasing personnel will ensure that proper forms and FEMA accounting procedures are observed, so that Walton County can obtain reimbursement from FEMA after the recovery.

VI. Local Purchasing Operations:

A. Logistics

The Purchasing operation at the EOC will consist of one person- either the Finance Director, Purchasing Agent or Purchasing Buyer on a rotating shift basis. This Purchasing representative will ensure that incoming Emergency Requisitions/Purchase Orders are complete and accurate and will coordinate the distribution of these Emergency Requisitions/Purchase Orders for processing. Additional Office of Central Purchasing personnel will be assigned to the EOC if warranted.

B. Authorities

- 1. Authority to Request: Any County employee can sign and submit an Emergency Requisition/Purchase Order to the EOC.
- 2. Authority to Approve: The Purchasing representative at the EOC reserves the right to question all incoming Emergency Requisitions/Purchase Orders and may require additional departmental justification for certain requisitions which do not appear to be emergencies. The Purchasing representative at the EOC also has the authority to set priorities as to what is requisitioned immediately following the hurricane and differentiate between emergency requirements and normal operating supplies. Any dispute regarding what should be purchased shall be resolved by the Purchasing representative and the onsite instant commander.

3. Authority to process Emergency Requisitions/Emergency Purchase Orders rests with the Finance Director of the Office of Central Purchasing or other designated Purchasing representative(s) which may be the onsite commander, ERD Director or his/her designee.
4. A signature from these authorized purchasing personnel must be obtained on all of the Emergency Purchase Orders.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP 017

Title: Local Preferences

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Purpose:

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

II. Findings:

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

III. Definitions:

1. "Local Vendor" shall mean a business entity, including a franchise owned by a Walton County resident, which has maintained its principal place of business within Walton County; or a business entity which has maintained a permanent place or places of business within Walton County and which has employed people who live in Walton County on a regular and continuing basis for at least six (6) months prior to a potential contract being advertised.
2. "Local Contractor" shall mean a construction business entity which has maintained its principal place of business within Walton County; or a business entity which has maintained a permanent place or places of business within Walton County and which has employed people who live in Walton County on a regular and continuing basis for at least six (6) months prior to a potential contract being advertised.

3. "Local Preference" shall mean a percentile reduction used to compare price bids made by local vendors or contractors or a weighted criteria used to evaluate Requests for Proposals made by local vendors or contractors.

IV. Procedure:

1. Documents:

Vendors and contractors wishing to obtain a local preference shall certify on a form provided by the Purchasing Agent, that they qualify as "local" entities with their bids or proposals.

2. Bids:

- a. Each Invitation to Bid shall state whether or not it is subject to a local preference.
- b. If the lowest responsible responsive bidder is a local vendor or local contractor, the County shall award it the contract.
- c. The bid of a responsible responsive bidder that is not the lowest bidder, but is a local vendor or local contractor, shall be reduced by an amount equal to two percent (2%) of its bid up to a maximum of ten thousand dollars (\$10,000.00), for comparison purposes with the bid of the lowest bidder if that bidder is not entitled to a local preference.
- d. If the original bid from a local vendor or local contractor, minus two percent (2%) of said bid up to a maximum of ten thousand dollars (\$10,000.00) equals or is lower than the lowest bid submitted by an entity not entitled to a local preference, the contract shall be awarded to the local vendor or local contractor at its original bid price.

3. Proposals:

- a. Each Request for Proposal shall state whether or not it is subject to a local preference.
- b. If a Request for Proposal is subject to a local preference, the criteria and weight given for local preference shall be stated therein.

V. Exceptions:

No local preference shall be used if the Board of County Commissioners or its designee deems procurement through a State term contract or extend on another local government contract to be more efficient and economical than Walton County purchasing or contracting directly. No local preference shall be used in the purchase of vehicles, heavy equipment or computer and telecommunications hardware.

WALTON COUNTY LOCAL PREFERENCE APPLICATION

PROJECT NAME:

ITB NO.:

Name of Business: _____

Address: _____

City, State: _____ Zip code: _____

I hereby certify under penalty of perjury that my business qualifies as a local vendor/contractor in accordance with Walton County Purchasing Policies and Procedures, Procedure No: PP017.

- My business maintains its principal place of business within Walton County; OR

- My business has maintained a permanent place or places of business within Walton County and has employed people who live in Walton County on a regular and continuing basis for at least six (6) months prior to the advertising of this Invitation to Bid.

Signature

Date

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-018

Title: Unauthorized Purchasing Procedures

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Purpose:

To establish a procedure for unauthorized purchases made without obtaining a purchase order.

II. Scope:

This procedure applies to unauthorized purchases.

III. General:

The purchase requisition and purchase order are detailed documents and contain all necessary information relating to the procurement of commodities. Without these forms, the County has no record of prior approval to purchase neither such commodities nor the ability to practice good purchasing rules.

IV. Procedure:

In order for the Purchasing Department to have full control of all requisitions and purchase orders, all county employees must comply with the Purchasing Procedures. If these are not adhered to then the following steps must be taken.

- A. Employee must submit in writing to the Office of Central Purchasing the reason for obtaining materials without going through the Purchasing Procedures outlined in this manual.
- B. Department Head must sign letter giving the Division Director a copy of the letter.
- C. Purchasing Department will keep a copy of the letter on file and send original to Accounts Payable.

It will be the discretion of Accounts Payable/Finance Director if payment is made

without a purchase order, with the input of the Division Director or Department Manager.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-019

Title: Bid Protest Procedures

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Purpose:

To establish procedure when any aspect of a bid or proposal is protested by a bidder or proposer.

II. Procedure:

Any person, whose bid or proposal is rejected, in whole or in part, or who submits a bid or proposal, but is not awarded the contract may protest such decision, but only in strict compliance with this section.

- A. Written Notice - Any person who wishes to file a protest hereunder must file a notice of intent to do so, in writing, with the Purchasing Agent or the Finance Director within twenty-four (24) hours after the Board's declaration at a public meeting, of its intention to award a contract to another.
- B. Written Protest – Within ten (10) days after the filing the written notice of intent to protest, a formal written protest must be filed with the Finance Director or Purchasing Agent, explaining in detail the nature of the protest and the grounds upon which it is based.
- C. Protest Bond – Each written protest must be accompanied by a bid protest bond in the form of a certified check, cashier's check or money order made payable to the Board of County Commissioners, in an amount not less than five percent (5%) of the protestor's bid or proposal received by the County.
- D. Forfeit of Bond – The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety.
- E. Inquiry – County staff shall take no action on a written protest until the protestor files the required protest bond. If the bond is not filed within the ten (10) days specified above, the protest shall be deemed to have been waived.

- F. Protest Decision – Within 14 days of receipt of a formal written protest, the Finance Director/Purchasing Agent shall review the allegations of protest and shall forward it with a recommendation to the County Administrator, who shall act as the bid protest officer. The County Administrator shall then decide the outcome of the protest and provide in writing, to the Finance Director, findings of fact and a conclusion as to the validity or non-validity of the protest within seven (7) days. The County Administrator has the right to question members of the Review Team, Purchasing personnel and the protestor if he/she deems it pertinent to the protest.
- G. Notice of Decision – Within 24 hours after receipt of the County Administrator’s decision on a protest, the Finance Director/Purchasing Agent shall mail a copy thereof to the protestor, and if the protest is denied, forfeit the protest bond to the County.
- H. Lawsuit – The ability to file a protest is an administrative remedy available to bidders and proposers. If a protest is found to be without merit and non-valid, the protestor may initiate suit in an appropriate court.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-020

Title: Utilizing State of Florida Term Contracts

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. General:

The County has the option to utilize State of Florida Term Contracts when purchasing certain goods, services, and capital equipment.

These contracts established by the Department of Management Services, Division of Purchasing in Tallahassee include goods and services that are common to state agencies, local governments, and public entities. These goods and services are consolidated and standard specifications are prepared and developed into State Contracts. The contracts are awarded for specified time periods, and are available for use by County, Municipality, and other local public entities.

II. Procedure:

Requesting Departments will forward a requisition to the Office of Central Purchasing for all goods and services on State of Florida Term Contracts.

The requirement for solicitation of quotes or bids shall not apply to purchases that can be obtained by use of the State of Florida Term Contracts or Federal GSA schedules, where use is authorized by the General Services Administration.

Items above \$25,000 that were specifically identified during the budget process and adopted by the Board can also be obtained through this process, upon approval of the County Administrator.

III. Authority:

The Purchasing Agent may make purchases/awards in any amount under the \$25,000 form bid threshold utilizing State Contracts, provided they are budgeted items, and are made in the best interest of the County.

The County Administrator may make awards above \$25,000 or more, in accordance with Board Approval.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-021

Title: Term Contracts

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Definition:

A Term Contract (TC) is a formal contract (not a purchase order) issued for a specified time period (usually one-year intervals but may be for longer intervals depending on market indexes and other relevant conditions of the procurement), as a result of a competitive bid process for specific items to be purchased for the duration of the contact. Each item on the TC has a firm price, and the TC may allow for a firm discount (percentage) off list prices or indexes that are established at the time of award. TC's are awarded for use by all departments/divisions, and shall be utilized when purchasing a TC commodity.

II. Procedure:

- A. The user department/division shall notify the Office of Central Purchasing via submission of a purchase requisition for Term Contract of the need for preparation of an Invitation to Bid, and include appropriate documentation, i.e.; estimated quantities, item descriptions, specifications, etc. The Office of Central Purchasing may initiate Invitations to Bid for Term Contracts for countywide use as deemed appropriate by the Finance Director (i.e.; gasoline, paving material, etc.).
- B. An Invitation to Bid (ITB) is prepared by the Purchasing Agent utilizing the data supplied by the user department/division, and a draft copy is provided to the Office of County Attorney for review and comment.
- C. Bid documents are finalized, and a pre-solicitation conference may be held, as appropriate. The user department/division should clarify technical specifications.
- D. Bids are received by the Office of Central Purchasing, a bid tabulation sheet is prepared, and copies of each bid are forwarded to the user department/division for review and recommendation of award. Multiple awards on term contract pricing agreements may be utilized when the County needs a broader base of supplies to meet a broader base of needs.

- E. Upon concurrence with the user department/division's recommendation, the recommendation for award is submitted for Board award by the Office of Central Purchasing.
- F. To allow for renewal or extension by the Office of Central Purchasing without further Board approval, the Board agenda item shall include a qualifying statement such as: "That the Board awards a term contract for (title) to (company) to establish a one year contract renewable by the Office of Central Purchasing for up to two (2) additional one-year terms".
- G. The Office of Central Purchasing notifies the vendor and using department/division as to award via issuance of TC documentation.
- H. Purchase Orders or Blanket Purchase Orders are issued as needed, referencing the TC number.
- I. Blanket Purchase Orders may be issued for any amount (within budget constraints) when issued in accordance with the pricing, terms and conditions of a TC.

III. General:

The Office of Central Purchasing shall issue an Invitation to Bid, and recommend Board approval of the contract on an item-item; lot-by-lot, or all-or-none-total offer basis, whichever is most advantageous to the County.

A primary and secondary contractor, whenever feasible, shall be awarded. The secondary contractor shall be utilized when the user department/division determines, in writing, that the primary contractor is unwilling or unable to perform, or whenever scheduling or other factors will benefit the user department/division.

Once a contract is established, departments will be notified of the awarded vendor(s) and the line item pricing. The departments may then order directly from the awarded vendor via issuance of a Blanket Purchase Order (BPO) or a Purchase Order (PO) directly to awarded vendor for the item(s) required. Departments may not order items other than those specifically identified on the TC. Separate BPO's or PO's may be issued to the vendor for the non-contract items. Should additional items be requested in writing to be added to the TC by the user Department/division, said items may be added by the Purchasing Agent in the County's best interest.

IV. Renewals:

TC contracts may provide for additional specified renewal periods. The user department/division(s) will be notified prior to expiration of the TC and queried if vendor performance has been satisfactory and if renewal of the contract for an additional period is desirable.

Should the user department/division and the vendor wish to renew the contract, the Office of Central Purchasing shall renew the contract for additional defined periods. In the event additional time is required to prepare an Invitation to Bid and award prior to expiration, the Purchasing Agent shall have the authority to extend the TC contract for the necessary time period.

The Clerk's Account Payable Section will process payment of invoices for properly purchased and received materials or services.

To ensure that appropriate discounts may be obtained and that the Prompt Payment Act is adhered to, invoices should be sent directly to the Accounts Payable Section by the vendor. Should the vendor send the original invoice to the user department/division, they must forward the invoice to the Accounts Payable Section immediately upon receipt. Additionally, the user department/division shall forward the Receiving Report or other documentation, which evidences the receipt of goods to the Account Payable Section as authority to pay invoices. Purchases from TC contracts may be reviewed periodically by the Office of Central Purchasing to assure compliance with County rules and procedures. The Office of Central Purchasing may actively monitor all or selected BPO's or PO's to ensure adherence to County procedures.

WALTON COUNTY BOARD OF COUNTY COMMISSIONERS

Office of Central Purchasing

Procedure No: PP-022

Title: Hiring Illegal Aliens

Effective Date: March 25, 2008

Revised Date: September 3, 2008

I. Purpose:

The employment of illegal aliens, who are not authorized to work in the United States, by contractors working for and within Walton County, is not in the best interests of the health, safety and welfare of the people of Walton County.

II. General Laws:

Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance and the preservation of public health and safety, and shall at the County's request, secure documents evidencing compliance therewith.

III. Illegal Alien Labor:

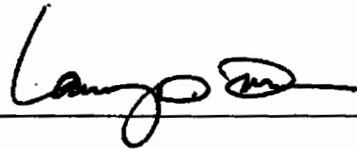
All contractors shall comply with all provisions of the federal immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in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

IV. Termination for Cause:

Failure of the Contractor to comply with the provision of this section shall constitute grounds for the County to immediately terminate this Agreement for cause, and to declare the Contractor to be Non-Responsible for bidding/proposing on future contracts for five years from the date the County notifies the Contractor of non-compliance.

**BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA**

Approved this 25th day of March, 2008.

By: 

Title: CHAIRMAN