
PROCUREMENT POLICY AMENDED MAY 9, 2024 AND VALID THROUGH SEPT 30, 2024



Okeechobee County Board of County Commissioners

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2nd Amendment Adopted February 27, 2020

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OKEECHOBEE COUNTY PROCUREMENT POLICY

I. SCOPE

Purchasing authority is vested in the Office of the County Administrator, subject to limitations prescribed herein. This policy applies to expenditure(s) of any/all funds held by or on behalf of the Okeechobee County Board of County Commissioners and shall govern procurement(s) initiated by all employees of the Board of County Commissioners notwithstanding the source of funding. Procurements shall not be divided for the purpose of avoiding compliance with the provisions of this policy. Final interpretation for the intent of this Procurement Policy rests with the County Administrator.

II. DEFINITIONS

The following words, terms and phrases, when used in this policy, shall have the meanings ascribed to them in this policy, except where the context clearly indicates a different meaning:

Business location means a permanent office or other site where a business conducts, engages in or carries on all or a portion of its business; has personnel, equipment, and materials within the boundaries of a county where the business is located sufficient to constitute a present ability to perform the service and/or provide the goods on a regular basis for the preceding consecutive two years. Business stationery and business cards must make a specific reference to an address in that county. A post office box or a location at postal service center shall not constitute a business location.

County means Board of County Commissioners and/or its designees.

County business means any person, firm, partnership, company or corporation who possesses a current Okeechobee County business tax receipt and is authorized to engage in the particular business for which a proposal is submitted for the preceding consecutive two years, and whose principal place of business, in the sole opinion of the County, is located within Okeechobee County.

Contractual services means all services involving labor activities, but shall not include professional services or service provided by franchise.

Cooperative Procurement refers to allowing the County to purchase goods and services using other governmental agencies competitively bid contract.

Formal Request for Quotes means the purchase of goods and/or services more than \$10,000 and up to \$30,000 solicited in writing with proper specifications and obtained from

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vendor in writing. Advertising is not required.

Goods includes, but is not limited to, supplies, equipment, materials and printed matter.

Informal Request for Quotes means the purchase of goods and/or services more than \$1,500 and up to \$10,000 obtained from vendor by telephone, in person, or in writing.

Invitation to Bid (ITB) means a written or electronically posted solicitation for competitive sealed bids to purchase goods and/or services of more than \$30,000.

Local business means: see Local vendor.

Local Vendor means as any person, firm, partnership, company or corporation who in the sole opinion of Okeechobee County, maintains a business location within the boundaries of Okeechobee County, Florida, and has so maintained such fixed place of business and provided goods or services to residents of Okeechobee County on a regular basis for the preceding consecutive two years. The local vendor must hold all required business licenses. Where a vendor is organized as a partnership, joint venture, unincorporated business or association, the partner, venturer, stakeholder or owner holding a majority interest in the vendor shall be the entity in contractual privity with the County and which must have maintained and operated at the business location. Likewise, a business location operated by a subcontractor, sub-subcontractor, materialman or suppliers shall be insufficient to qualify the vendor as a local vendor.

Low bid means a vendor qualified to perform the work required under the invitation to bid, request for proposal, or quotation, meeting all conditions and has submitted the lowest price in the bid response, which shall also include the consideration as identified under consideration for award.

Non-PO means an unauthorized commitment by a County employee to procure goods and/or services.

Request for Proposals (RFP) means a written or electronically posted solicitation for competitive sealed bids that has a variety of relevant factors in addition to price that will be evaluated for goods and/or services of more than \$30,000.

Request for Qualifications (RFQ) means the pre-qualification stage of the procurement process where only those proponents who successfully respond to the RFQ and meet the qualification criteria may proceed to the RFP process.

Responsible and responsive bidder means a bidder whose bid conforms in all material respects to the solicitation, who has the capability in all respects to perform the contract

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requirements, and who, by his integrity and reliability, gives reasonable assurance of good faith performance.

Professional services means any service where the county is obtaining advise, instruction or specialized work from an individual firm or corporation specifically qualified in a particular area. Such term does not include those services procured pursuant to (F.S. § 287.055).

Qualified local vendor means a county business satisfying the requirements under the bid, request for proposal or quotation guidelines and consideration for award to perform the services or provide the goods requested.

Reasonable effort means, at minimum, diligently requesting the required number and type of quotations from prospective vendors and receiving back those quotations submitted by prospective vendors within 5 business days after the requests for quotations.

Services means work performed in an expert or skilled manner by an individual or team.

Supplies means materials, equipment, and other tangible and consumable goods, which terms may be interchangeably used in this policy.

Using Agency means any department under the jurisdiction of the Board of County Commissioners, for which a good, supply or service is being procured. It is the Using Agency's responsibility to confirm that any person, firm, partnership, company or corporation is licensed, insured and in compliance with all state and local requirements.

III. OBJECTIVES

The objectives of a formal procurement policy include, but are not limited to:

1. Cost-effective procurement of goods and/or services consistent with operational needs and quality requirements;
2. Facilitation of fair and open competition among qualified vendors consistent with cost-effective and timely procurement;
3. Specification of the organizational level at which procurement approval must be secured prior to procurement;
4. Standardization and development of procedures by which all operating departments and divisions shall procure goods and/or services; and

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5. Recognition that legitimate emergencies arise, and that preservation of public health, welfare and safety shall take precedence over this policy.

IV. PURCHASING AUTHORITY AND CLASSIFICATION OF PURCHASES

The purchasing/signature authority for purchases of usual and ordinary goods and services, including, but not limited to, requisitions, purchase orders, work authorizations, contracts, and contract amendments, is listed below.

With approval of the County Administrator, signature authority may be delegated in writing on a temporary basis due to the absence of the authorized employee or a vacancy in the position or such other situations as necessary to ensure continuity of County operations.

Authority to procure goods and/or services is hereby established as follows:

PURCHASING AUTHORITY

- a. Employees (authorized by Department Directors, Deputy County Administrator and/or County Administrator): \$200 or less
- b. Division Managers and Assistant Directors: \$5,000 or less
- c. Department Directors: \$15,000 or less
- d. County Administrator or Deputy County Administrator: \$75,000 or less
- e. Board of County Commissioners: all purchases greater than \$75,000

No provision herein shall serve to preclude the County Administrator from exercising veto authority over procurements authorized at the staff level.

CLASSIFICATION OF PURCHASES

- A. INFORMAL & FORMAL REQUEST FOR QUOTES - PURCHASES LESS THAN \$75,000
- B. ACQUISITION OF CAPITAL ASSETS
- C. PROFESSIONAL AND OTHER SERVICES
- D. COMPETITIVE SELECTION - PURCHASES GREATER THAN \$75,000
- E. PROCUREMENTS UTILIZING FEDERAL FUNDS
- F. COOPERATIVE PURCHASING
- G. ACCESSING CONTRACTS OF OTHER GOVERNMENT AGENCIES (I.E., PIGGYBACKING, ETC.)
- H. SINGLE SOURCE PURCHASES
- I. COUNTY STANDARD
- J. BEST INTEREST ACQUISITIONS
- K. CONSTRUCTION PROCUREMENTS
- L. SPECIALTY CONSTRUCTION PROCUREMENTS
- M. PUBLIC-PRIVATE PARTNERSHIPS (P3)

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- N. EMERGENCY AND/OR DISASTER RELATED PURCHASES
- O. HEAVY EQUIPMENT & INFRASTRUCTURE REPAIR SERVICES
- P. PROCUREMENT FROM AUCTIONS

Note: County staff are strongly encouraged to utilize local businesses for purchases as provided within this Policy.

A. FORMAL AND INFORMAL QUOTATIONS - PURCHASES LESS THAN \$75,000

QUOTATION THRESHOLDS

Purchases of \$5,000 or less are exempt from these Policies and will not require Vendor quotes and/or competition.

- A. Purchases of goods or services over \$5,000.01 and up to and including \$15,000 normally will be acquired through informal quotations.
- B. Purchases of goods or services over \$15,000 up to and including \$75,000 normally will be acquired through formal quotations.
- C. If there is a sole source for an item \$75,000 or less, the requirement for formal/informal quotation shall be considered an exempt purchase based upon written justification.
- D. Competition is facilitated by obtaining at least three (3) quotes. As often as feasible, local Vendors should be utilized. The Budget & Grants Department may maintain a list of local Vendors and the goods and services they provide.
- E. Prospective Vendors must provide the required oral and/or written quote for services and/or goods within ten (10) business days after the County's request for quotations.
- F. At minimum, Reasonable Effort (see Definitions) must be provided in obtaining either informal and/or formal quotes.

Note: If at least two (2) quotations are not possible, the User Department, will document the request for quotes process (including the Vendors contacted and response provided, if any, and in accordance with this Policy) to the Budget & Grants Director and/or designee, who will then provide a written determination of Vendor source to the User Department.

- G. Utmost care must be taken to ensure that Vendors are given exactly the same information and that prices are not disclosed from one Vendor to another.

INFORMAL QUOTATIONS

Informal quotations shall be used to purchase items and/or services more than \$5,000 and up to and including \$15,000 and may be obtained by telephone, in person and/or in writing and procured after making a reasonable effort (see Definitions) to acquire at a minimum three (3) quotations for the item or group of items or service(s) to be purchased (recorded on the Procurement/Bid Tabulation Form, which shall be attached to the approval authorization).

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The most responsive, responsible bidder should be selected. For purposes of this section, the most responsive, responsible bidder shall be the bidder whose proposal is determined to be most advantageous to the County (as determined by the User Department and/or the Grants & Budget Department) taking into consideration factors identified within the quote, such as:

1. Price
2. Capability, integrity, and reliability of the bidder to assure good faith performance
3. Environmentally beneficial/preferred goods and/or services
4. Completion and/or delivery date; and/or
5. Other relevant evaluation factors

FORMAL QUOTATIONS

Formal quotations shall be used for purchases of items and/or services over \$15,000 and up to and including \$75,000 or when bidding requirements have been waived or exempted for items or services over \$75,000 as provided in this Policy Manual.

Formal quotations will be solicited in writing, with proper specifications, and procured after making a reasonable effort (see Definitions) to acquire at a minimum of three (3) quotations for the item or group of items and/or service(s) to be purchased (recorded on the Procurement/Bid Tabulation Form, which shall be attached to the approval authorization).

Requests for formal quotations are not required to be advertised.

If the specifications for a formal quotation are changed after the original notice to Vendors, the requesting Department shall issue an addendum.

The most responsive, responsible bidder should be selected. For purposes of this section, the most responsive, responsible bidder shall be the bidder whose proposal is determined to be most advantageous to the County taking into consideration factors identified in the quote, such as:

1. Price
2. Capability, integrity, and reliability of the bidder to assure good faith performance
3. Environmentally beneficial/preferred goods and/or services
4. Completion and/or delivery date; and/or
5. Other relevant evaluation factors

For purchases over \$75,000, when bidding requirements have been waived (as outlined within this Policy) and three (3) formal quotations have been received, the Department Director and/or Division Manager along with the Budget & Grants Director and/or designee shall make a recommendation of the most responsive, responsible bidder to be considered and approved by the Board.

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B. CONSTRUCTION PROCUREMENTS

Projects involving the construction and/or improvement of a public building, structure and/or public construction works, including, but not limited to, bridges, roads, streets, drainage, sidewalks, highways or railways, and services incidental thereto, at a cost exceeding \$300,000, the County must competitively award, to an appropriately licensed contractor, each project that is estimated to cost more than \$300,000 as provide within Chapter 255, Fla. Stat.

Thus, the County will not be required to meet the cost thresholds and/or approvals as provided within this Policy for the types of construction and/or improvements below \$300,000 as outlined within this section. However, formal quotes will be required to be obtained and approved by the County Administrator and/or designee.

Specifically, construction and/or improvements as outlined within this section that are below the cost threshold will not require Board approval – the County Administrator and/or designee will maintain the authority to enter into a contract between the County and the Vendor/provider provided funding has been approved within the annual budget. All contracts above the \$300,000 threshold, as provided within this section, between the County and the Vendor/provider will be approved and executed by the County Commission and/or designee.

1. Construction contracts shall comply with all Board policies for contracts with additional appropriate conditions as approved by the County Attorney. Per Chapter 255, Fla. Stat., construction contracts are to be utilized when a public entity contracts to construct or improve a public building, structure or other public construction works.
2. Change orders are utilized to amend construction contracts when only time and/or price is involved. All other amendments to construction contracts must be accomplished through a contract amendment and approved by the original signing authority. For purposes of contract amendments, scope of work for construction contracts generally is defined to include any work that is required to construct the project.
3. Construction contracts will be awarded only to a contractor who is certified or licensed by the County and/or State, as appropriate, and has provided proof of insurance in amounts satisfactory to the County.
4. The County reserves the right to deny an award of contract, or terminate any contract, with a contractor whose qualifying agent as defined by Chapter 489, Fla. Stat., has been previously disciplined, or is currently under investigation, by any state or local licensing board. In addition, the County reserves the right to deny an award of contract, or terminate any contract, with a contractor who has any judgments entered against the contractor or the contractor's business entity that are related to the practice of the profession.

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5. Except as provided in this Policy, the County Administrator and/or designee is authorized to approve change orders or contract amendments up to cumulative total of \$300,000. Once the cumulative total of \$300,000 is exceeded, all subsequent amendments must go before the Board for approval.

6. Construction contracts may include a project contingency up to 10% of the contract amount. Use of funds from the project contingency shall be approved by the Project Manager. When the cumulative total of change orders or contract amendments exceeds the contract contingency, additional change orders or contract amendments, other than time extensions, must be approved by the Board.

7. The County Administrator and/or designee is authorized to approve time extensions. The BOCC will be notified of all subsequent time extension amendments (as provided within this Policy) during the next available regular BOCC meeting following the granting of the time extension.

8. In case of emergency and/or when a delay will result in potential work stoppage or additional costs to the County as a result of the delay, the Director may seek approval from the County Administrator to proceed with the work. If Board approval of the change order or contract amendment is required, it may be processed after-the-fact at the next available Board meeting.

B. PROCESSING BONDS AND DEPOSITS

- A. The contractor shall be responsible for securing all requisite bond information.
- B. The company acting as surety for any bond issued should be licensed to do business in the State of Florida. Sureties not licensed in Florida require prior approval from the Budget & Grants Director and/or designee, which may also include review by the County Attorney.
- C. Proposed surety bonds will be provided to the Budget & Grants Director and/or designee by the selected Vendor to be reviewed and either accepted or rejected by the Budget & Grants Director and/or designee, which may also include review by the County Attorney's office.
- D. In the event a contractor fails to provide an acceptable performance bond when required, within ten (10) days after notification or longer depending upon circumstances, the County Attorney will be notified. Upon the recommendation of the County Attorney, the County Administrator and/or designee (for purchases over \$75,000) and/or the BOCC

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may declare the contract null and void and retain in the account of Okeechobee County any bid deposit or guaranty, which may have been submitted.

- E. Deposits such as of C.D.'s (Certificates of Deposits), I.L.C. (Irrevocable Letter of Credit), mortgages, real estate and/or other forms of guaranteed value must be in a form satisfactory to the County Attorney and approved by the Budget & Grants Director and/or designee.
- F. It is the responsibility of the Budget & Grants Director and/or designee to approve the return of deposits to unsuccessful bidders in a timely manner after an award of purchase.

V. EMERGENCY PURCHASES

A. Emergency Purchase Policy

Although competitive bidding is desirable for most purchases, when an Emergency arises, the normal procedure is too time consuming. For this reason, the County has adopted an Emergency Purchases Procedure.

B. Definition of Emergency For purchasing purposes, an Emergency is defined as: an unforeseeable situation involving a breakdown of County service and an urgent need to restore that service to avoid serious and adverse consequences and which further delay of the required procurement(s) would be detrimental to the life, health, safety, welfare or property of the citizens of Okeechobee County.

C. Emergency Purchase Authorization

Emergency Purchases are authorized when there is an Emergency, and there is an immediate need for items or services to deal with the Emergency.

- a. In an Emergency situation, the County Administrator may authorize an Emergency Purchase and waive any and all bidding requirements.
- b. If the Emergency occurs at night, on weekends or on holidays, the Department Director may initiate independent action as provided below.

D. Emergency Purchase over Authorization Limit

The Department Head or Division Head must attempt to obtain the authorization of the County Administrator or Deputy County Administrator for emergency purchases which exceed the Director's authorization limit.

- a. After attempting to obtain authorization from the County Administrator or Deputy County Administrator, the Director may make the purchase of the needed items or services.

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- b. If the Director was unable to obtain prior authorization, the Director will obtain from the County Administrator or Deputy County Administrator “after the fact” approval of the purchase on the next working day.
- c. If the emergency purchase exceeds the County Administrator’s authorization limit, the County Administrator will request “after the fact” approval from the Board of County Commissioners at its next regular scheduled meeting.

VI. CONTRACT REPAIR SERVICES

When equipment and/or vehicles must be disassembled to determine the extent of the repairs and develop a realistic cost estimate, formal quotes will generally not be required and the Finance Department will accept the user department/division’s selection of a specific vendor for the service, subject to the following:

1. No County equipment shall be removed by vendor or County, from County property without a signed receipt by the vendor and the County acknowledging vendor possession of equipment or vehicle and purpose of vendor possession.
2. The user department/division head instructs the vendor to inspect and/or disassemble vehicle/equipment to determine cost of repairs. The vendor shall also be requested to provide the costs, if any, for the repair quotation and re-assembly in the event the department/division determines that the costs are unreasonable. Informal quotes shall be provided on the **Quotes for Tear Downs Form** and include the costs for any associated services such as specialized equipment, lifts or crane rentals. Concurrently, the department/division will ensure that a purchase requisition is processed for the vendor to provide the tear-down quote and quote for the costs of repair.
3. If the user department/division agrees to the repairs, the vendor will be instructed to proceed. If the user department/division does not agree to the repairs, any costs required for the quotation, including re-assembly, may be paid to the vendor via purchase order. The Finance Department will issue a verbal purchase order to expedite the repair. The vendor shall not proceed with repairs until a purchase order has been issued.
4. Failure to submit a requisition in a timely manner (concurrent with authorization to vendor to proceed) for these services will result in a non-PO.
5. Maximum costs for any repairs under this procedure shall not exceed the mandatory quote limit for informal quotes (*See Section IV 2.*).
6. Repairs exceeding the informal quote limit (*See Section IV 3.*) must be processed under a

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formal quote or separately negotiated contract.

7. When urgent mission requirements dictate that equipment be returned to an operational status as quickly as possible, the following procedures will apply:
 - a. The Manager or designee will document the critical nature of the repair. The documentation may be limited to a statement validating that the equipment is mission critical. A copy of the documentation will be retained at the County Administrator's office for future reference.
 - b. The user division will obtain an informal quotation from a vendor. The vendor will be requested to provide a repair cost, by performing a complete tear down.
 - c. The user division will determine if the quotation is reasonable based on their technical expertise or consulting with Fleet Management. If the user accepts the quotation, the vendor will be authorized to proceed with the necessary steps to affect the repair. The vendor's repair quotation will be established as a fixed amount.
 - d. A requisition for the fixed cost of repair amount will be processed to the Finance Department concurrent with authorization to the vendor to proceed with the repairs. Failure to submit a requisition in a timely manner will result in a non-PO.
 - e. If additional repairs are necessary that will exceed the purchase order and do not exceed the purchase order amount by more than fifteen (15%), the applicable department/division manager must approve the increase in writing with a short justification. If additional repairs exceed fifteen (15%) of the purchase order, written approval must be obtained by the County Administrator or designee.

The user department must maintain adequate records concerning maintenance history to justify the source selection and compile data regarding specific repair problems.

A rotation system in qualified vendor selection is strongly encouraged for price analysis purposes.

These procedures are not applicable to equipment under a repair contract or warranty.

VII. SOLICITATION OF SEALED PROPOSALS, BIDS OR QUALIFICATIONS

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1. Sealed proposals and bids (ITBs and RFPs) shall include a 5% bid security in the form of a bid bond or cashier's check from the proposer when proposal/bid is submitted.

2. Payment and Performance Bonds are required on all projects \$100,000 or more.

3. Notice of issuance of a Request for Qualifications (RFQ), Request for Proposals (RFP), or Invitation to Bid (ITB) solicitation shall be published at least one (1) time in a newspaper of general circulation and posted on the County's website and may be provided directly to vendors who have previously provided satisfactory services and/or goods to further promote vendor competition and opportunity.

Said Notice shall specify:

A general description of the goods or services to be procured;

1. The location at which vendors may obtain detailed plans and/or specifications, if applicable and cost, if any, of bid documents;
2. The date, time and location at which vendors may submit a proposal/bid in response to the RFQ, RFP or ITB. Such date shall be at least ten (10) calendar days subsequent to first publication;
3. The date, time and location at which submittals are to be opened publicly;
4. A statement that submittals received after the time and date specified in the notice shall not be considered;
5. A statement, unless specifically prohibited by law or regulation, that Okeechobee County accepts no responsibility for any expense related to preparation or delivery of proposals, reserves the right to reject any or all proposals, to waive technical errors and informalities, and to accept the proposal which, in its judgment, best serves the public interest.
6. The date, time and location of a pre-submittal conference and identification of whether the pre-submittal conference is mandatory. If such pre-submittal conference is determined to be warranted (mandatory) due to the complexity of the project, then include the following statement: "The purpose of the mandatory pre-submittal conference is to receive questions from respondents on any issues considered germane to the requirements of the project."
7. Bid Identification number.

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8. A statement, unless specifically prohibited by law or regulation, that includes an *assignability* clause that allows for the assignment of all or part of the specified deliverable items.
9. Include complete information regarding bid security and payment and performance bond, if applicable, in all RFPs and ITB's .

VIII. PROPOSAL/BID EVALUATION CRITERIA

All RFP's, RFQ's and ITB's shall specify the criteria upon which vendor submittals will be evaluated to determine the best and/or lowest responsive proposal/bid. Criteria shall be measurable, i.e., approach, estimated delivery time, discounts, transportation costs, total contract cycle cost, life cycle costs, etc. Criteria that is not specified in the RFP, RFQ or ITB shall not be used to evaluate submittals. It is the Using Agency's responsibility to confirm that any person, firm, partnership, company or corporation is licensed, insured and in compliance with all state and local requirements.

IX. PROPOSAL/BID AMENDMENT & WITHDRAWAL

A vendor shall not be permitted to amend a proposal/bid, after opening that would result in said vendor having the lowest cost proposal/bid; other than as provided in VIII (3) and extension of unit prices. However, nothing herein shall prohibit a reduction of cost offered by or negotiated with the vendor having the lowest cost proposal/bid provided that any such reduction shall not be contingent upon modification or deletion of any requirement set forth in the RFP or ITB.

Any vendor who withdraws a submittal without alleging a non-judgmental mistake or act, or which fails to meet any of its responsibilities under a County procurement award shall be disqualified from competing for future awards for a period of two (2) years from the date of such withdrawal or award unless such disqualification is waived by the Board of County Commissioners.

X. LOCAL VENDOR PREFERENCE

1. Certification & Election Form:

Persons, firms, partnerships, companies or corporations who desire to be considered for the local vendor preference must complete a Certification & Election form provided in the solicitation documents and return it with their bid, request for proposal, or quotation. Upon a finding by the County that the Certification & Election is sufficient and meets the local vendor criteria, the person, firm, partnerships, companies, or corporation that provided the Certification & Election form with their solicitation will be allowed to receive a local vendor preference. Vendors shall not have the opportunity to change the Certification & Election form once submitted to the County and shall have the burden of

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demonstrating that it meets the definition.

2. Applied to purchases less than \$100,000:

In the event that equal and lowest cost proposal/bids are submitted by two (2) or more responsive and responsible vendors, one (1) of whom is a local vendor, as defined herein, the local vendor's proposal/bid shall be awarded to the local vendor up to 2% above the lowest proposal/bid. No business shall be qualified to receive a preference amount that exceeds 2% percent.

In the event that equal and lowest cost proposals/bids are submitted by two (2) or more responsive and responsible vendors who are local vendors, as defined herein, the proposal/bid shall be awarded on the basis of a lot drawing before two witnesses at the organizational level authorized by this policy to approve a purchase in the subject amount(s). No business shall be qualified to receive a preference amount that exceeds 2% percent.

A Notice of Determination identifying the best and/or lowest proposal/bid shall be posted on the County website or e-mailed, to all vendors responding to the pertinent RFP or ITB within three business days of bid opening.

3. Applied to purchases between \$100,000.01 and \$1,000,000.00:

Okeechobee County may allow the lowest qualified local business who participated in the bidding process and is within 2% of the lowest competitively bid contract of another governmental agency or sealed bid, to match the lowest qualified non-local vendor. If the lowest qualified local business declines or is unable to match the lowest bid, then the option to do so moves to the next qualified local business if such business is within 2% of the lowest bid and similarly qualified and responsive.

A Notice of Determination identifying the best and/or lowest proposal/bid shall be posted on the County website or emailed to all vendors responding to the pertinent RFP or ITB within three business days of bid opening.

4. Exemptions from Local Vendor Preference

The local vendor preference as provided in this section shall not apply to the following contracts or purchases:

- a. Purchases made for items that have been deemed as a Single Source and/or standard items by the County.
- b. Purchases or contracts for which funding is received and local vendor preference is prohibited pursuant to any laws, rules, regulations, or policies. i.e. State and Federal Grant Funded Projects

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- c. Professional Services which are subject to the State of Florida Consultants Competitive Negotiations Act (F.S. 287.055)
- d. Highly Specialized and Technical Services
- e. Purchases or contracts for which funding is derived from F.S. 336.41 County Road System and the use of constitutional gas tax.

XI. CONTRACTS

1. The County shall include in all contracts for goods and/or services all applicable federal, state and/or local terms & conditions including, but not limited to, required insurance coverage/limits, public entity crimes affidavit and terms for payment; following receipt of invoice in the County Administrator's office.
2. For Public Safety contracts in which renewals are authorized, the Board of County Commissioners (BOCC) may consider price escalations at the time of renewal only, if not already provided for in the RFP or ITB, in an amount not to exceed 3%; provided that the contractor documents the request for price escalation with written verification of industry price increases. Any such renewals which contain a request for a price increase shall be brought before the BOCC as a separate item for discussion and not placed on the consent agenda.
3. Every contract shall be assigned a Contract Manager. The Contract Manager shall be the department head from the using agency or suitable subordinate, or staff member specifically employed to manage contracts.
4. In all procurements in which there is a requirement for an insurance and/or surety bond, the vendor shall provide such insurance requirement and bond requirements in the form and in the amount acceptable to the County, prior to the effective date of the procurement contract, or sooner if so stated in the bid specifications. Payment and Performance Bonds are required on projects over \$100,000.
5. Bid/Contract Extension for goods and/or services may be requested by the using agency to the County Administrator in writing for a period not to exceed (12) months and shall be subject to the same terms and conditions set forth in the initial bid/contract. Any subsequent extensions shall be approved by the Board of County Commissioners.
6. Contract Renewals contemplated shall be included in the RFP or ITB. Renewals shall be on an annual basis and any such contracts shall not be renewed for more than three (3) years unless competitively procured or otherwise specific by the

Board of County Commissioners. Renewals shall be contingent upon satisfactory performance evaluations by the contract manager.

7. Contracts which are from a cooperative purchase from another governmental agency should:
 - a) include an *assignability* clause that allows for the assignment of all or part of the specified deliverable items
 - b) the specific items and quantities to be ordered were included in the original bid and evaluated as part of the contract award decision (i.e, there are unit prices and no specific quantities) and;
 - c) the contract has not expired, or, if the initial term has passed, the contract has been extended.

XII. MISCELLANEOUS PROVISIONS

1. COUNTY RESERVATION OF RIGHTS

In all cases of procurement brought before the Board of County Commissioners, whether by bids, sealed proposals, competitive negotiations or otherwise, the Board of County Commissioners reserves the right to reject any and all bids, sealed proposals or negotiations, and cancel the bid as they may deem in the best interest of the County.

2. PROCUREMENT FROM AUCTIONS

Procurement from an auction is permitted if, in the opinion of the County Administrator, an auction purchase potentially presents the best dollar value for the purchase of a specific piece of equipment. If the County Administrator makes such a determination, the following process shall be followed:

The County Administrator or designated Department Director shall prepare an agenda item requesting Board authorization to use the auction acquisition method with a specific maximum dollar expenditure. As justification for the approval, the agenda item shall provide the following information:

- a. A statement explaining the need for the piece of equipment and why the auction acquisition method is believed to provide the best dollar value for the County.
- b. A statement highlighting the auction firm, their business operation and any other information believed pertinent to the purchase.
- c. Type of equipment
- d. Manufacturer
- e. Model and serial number
- f. A brief discussion from a knowledgeable source of the equipment's condition as it relates to prospective county use.
- g. The estimated value of the piece, who made the estimate and the manufacturers listed or bid price for a new comparable model.

- h. The auction fee, if any, payable by the purchaser.

Following the presentation, the Board may authorize the estimated value, including auction fee, if any, as a maximum authorized expenditure for the purchase of the specific piece of equipment presented.

3. COOPERATIVE PURCHASING

The County may use Cooperative Purchasing for the purpose of obtaining goods or services when it is determined to be cost effective and in the best interest of the County. This term Cooperative Purchasing refers to the use of competitive Bids or RFP's which have been through a competitive solicitation process by any governmental entity.

In accordance with authority granted by Chapter 287 F.S. and the County Procurement Policy, the County may utilize a competitive Bid or RFP solicited by any other local, municipal, county, state or federal governmental agency if such Bid or RFP is deemed to be in the best interest of the public but only if all the following requirements are met:

- a. The County's using agency has attempted to contact a known local vendor and obtain a quote for goods and/or services that meets the same deliverable goods or services as specified in the Cooperative Purchasing contract. All local vendor contacts and quotes must be listed on the County's Procurement/Bid Tabulation Sheet.

- b. If the County using agency has determined that the cost of the goods or services under the Cooperative Purchasing contract is lower than the cost indicated by the local vendor, or if the product is not available locally, then the County using department may proceed with the procurement using an awarded competitively bid contract of any other local, municipal, county, state, federal government or non-profit agency

Note: If any local vendor offers a lower cost than the competitively bid contract, then the competitively bid contract is not permissible and the commodities or contractual services will be procured based on Classification of Purchases in accordance with Section ~~IV~~ four (4) of this Procurement Policy.

- c. The procurement was publicly advertised, issued and awarded by a bona-fide governmental agency during the last 12-month period or is a current valid ~~three (3) or five (5) year term~~ contract of two (2) to five (5) years. A copy of the awarded and executed contract have been obtained and are attached to the request for purchase order.

Note: Cooperative Procurement is not permissible when the action would call for

a substitution of commodities or contractual services or an increase in quantities that were not originally bid on and not originally evaluated as part of the contract award. Such an order for substitutions or additional quantities would constitute a non-competitive procurement sometimes referred to as a “tag-on.”

d. The vendor consents to the cooperative procurement and provides a written quote or executes a separate agreement with the County which confirms that the same prices, ~~terms and conditions~~ same terms of agreement (starting upon the County’s contract execution), and like terms and conditions granted to the original contracting agency will be granted to the County. A copy of the written quote or executed agreement shall be attached to the request for purchase order.

e. A completed *Cooperative Procurement Checklist* form is attached to the request for purchase order.

f. Where the procurement requires approval by the Board of County Commissioners because it exceeds the classification of purchases, a copy of all documents required above will be attached to the agenda item. When using a contract from a State of Florida, Department of Management Services, Division of Purchasing contract (“State contract”), paragraphs (b) through (d) above do not apply. Paragraphs (a) and (e) above apply to all procurement utilizing the cooperative purchasing procedures including use of State contracts. Cooperative Purchasing is not authorized for the procurement of professional services that are subject to the requirements of the Consultants’ Competitive Negotiation Act (CCNA), section 287.055 F.S.; i.e. those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying.

XIII. EXEMPTIONS

The following procurements are exempt from competitive bidding requirements set forth in this policy:

1. Goods and/or services provided by non-profit organizations or governmental/other public entities (see Section X for procedure);
2. Specific goods and/or services provided on the same terms and conditions set forth in a competitively bid contract, let by a government/other public entity (see Section X for procedure);
3. Specific goods and/or services which are procured at or below a cost set forth in a competitively bid contract, by a governmental/other public entity;
4. Dues and memberships in trade or professional organizations; subscriptions for periodicals;

books, maps, pamphlets and similar materials and advertisements;

5. Medical, dental, nursing, psychological, pharmaceutical, and similar professional services;
6. Legal, property appraisals, financial analysis and banking services; political consulting and public relations;
7. Auditing services subject to the provisions of s. 218.391, F.S. (Refer to statute for auditor selection process);
8. Professional architectural, engineering, landscape architectural, surveying and mapping services subject to the provisions of s. 287.055, F.S. (Refer to statute for policy and procedures governing acquisition of such services);
9. Any product or service for which there is not a known equivalent, which is procured to achieve/maintain standardization;
10. Water, sewer, electricity, telephone, cable television or other utility services;
11. Component parts of an existing unit of equipment or integrated system;
12. Parts or service which maintain warranty and continuity of service when damages occur as a result of a natural disaster or vandalism;
13. Entertainment and Artwork;
14. Real estate;
15. Lobbyists;
16. Software and/or upgrades to software; and technology company or hardware
17. Maintenance agreements.
18. Direct purchases of products, goods, materials, and items selected by a Construction Manager as Constructor retained by the County, in order to satisfy the sales tax exemption requirements of Sec. 212.08(6), Fla. Stat., and Rule 12A-1.094, Fla. Admin. Code.

XIV. PROTESTS

A. Right to Protest:

Any individual or entity which is adversely affected by any act, omission, recommendation or decision

which is allegedly not in compliance with pertinent law, policy or procedure(s) relevant to a specific procurement shall be entitled to submit a written protest thereon to the County Administrator within 24 hours (excluding Saturdays, Sundays and County closings) after the aggrieved person knows or should have known the facts giving rise to the alleged grievance.

B. Resolution of Protest

1. The County Administrator or designee shall consult with the County Attorney concerning any protest involving the solicitation or prospective award of a contract bid. Following consultation with the County Attorney, the County Administrator or designee shall attempt to resolve the protest.
2. If the protest is not resolved by mutual agreement, a written decision on the protest shall be issued by the County Administrator after consultation with the County Attorney. Copies of the written decision will be mailed to the protesting vendors and any other vendor requesting a copy. The written decision shall:
 - a. State the reasons for the decision.
 - b. Inform the protesting vendor of their right to administrative review.
3. The protesting vendor may appeal the decision of the County Administrator to the Board by filing a written petition of appeal with the County Administrator within 24 hours of the date of the decision, not including Saturdays, Sundays and County closings.
4. The Board of County Commissioners shall review the petition at a public meeting within thirty (30) calendar days from the date of filing the appeal. The protesting vendor and the vendor who was recommended for award by the selection committee shall be provided reasonable notice of the time, date, and place of the public meeting by certified mail, return receipt requested and invited to attend.
5. Testimony at the public meeting shall be limited to ten (10) minutes per side, unless an extension of time is granted by the Board. Copies of the decision of the Board shall be distributed to the protesting vendor and any other party intervening.

C. Stay of Procurement during Protest

In the event of a timely protest, the County shall not proceed further with the solicitation or award of the contract pending resolution of the protest or determination by the Board of County Commissioners that award of the contract must be made without further delay in order to protect the substantial interests of the County.

XV. PROCEDURES

The County Administrator shall cause such procedures to be developed and implemented as may be necessary to properly implement and manage this policy.

APPENDIX: Forms

1. Purchase Requisition
2. Request for Payment
3. Procurement / Bid Tabulation Sheet
4. Certification & Election for Local Vendor Preference

5. Cooperative Purchasing Checklist Form
6. Format for informal quotes/work authorizations for tear downs and repairs

**BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA**

PURCHASE REQUISITION

DEPARTMENT NAME: _____ DATE: _____

PERSON MAKING REQUEST: _____

ARE MATERIALS/SERVICES AVAILABLE FROM STATE BID? YES: _____ NO: _____

ARE ITEMS BUDGETED? YES: _____ NO: _____

ACCOUNT NAME: _____ ACCOUNT #: _____ AMOUNT: _____

ORDERED FROM: _____

ADDRESS: _____

NAME OF ITEM: _____ PRICE: _____

DEPARTMENT HEAD APPROVAL _____ DATE _____

APPROVED BY: _____ DATE: _____

REVIEWED BY BUDGET DIRECTOR
or PURCHASING AGENT: _____ DATE: _____

RECEIVED IN FINANCE BY: _____ DATE: _____

**"PLEASE USE A SEPARATE PURCHASE REQUISITION FOR EACH VENDOR"
*ALL PURCHASE REQUISITIONS MUST BE REVIEWED BY THE BUDGET DIRECTOR**

**BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FL**

REQUEST FOR PAYMENT

Amount of Payment: _____ VENDOR #: _____

Make Payment to: _____

Address (if appropriate) _____

City: _____ State: _____ Zip: _____

REASON FOR PAYMENT: _____

Account Payment to be charged to: _____

Payment Requested by: _____ Date: _____

Payment Authorized by: _____ Date: _____

Reviewed by Budget Director or
Purchasing Agent: _____ Date: _____

Received in Finance by: _____ Date: _____

Payment Approved in Finance by: _____ Date: _____

Comments: _____

***All Request for Payments must be reviewed by the Budget Director or Purchasing Agent.**

BOARD OF COUNTY COMMISSIONERS OKEECHOBEE COUNTY, FLORIDA

PROCUREMENT / BID TABULATION SHEET

Classification of Purchase: (check applicable box)

<input type="checkbox"/>	Procurements between \$1,000.01 and \$7,000.00 may be authorized by department heads following solicitation of at least three (3) verbal quotations , which are to be recorded on this form.
<input type="checkbox"/>	Procurements between \$7,000.01 and \$25,000.00 may be authorized by the County Administrator, or designee, following solicitation of at least three (3) written quotations , which are to be recorded on this form.

Item to be Purchased:

Number to be purchased:		Units of Purchase:	
Name of Item:			
Manufacturer:			
Make/Model:			
Other Specifications: delivery			

Quotations: (record verbal or written quotes; attach copies of Bidders' written quotations to form)

	Bidder #1	Bidder #2	Bidder #3
Company Name			
Address			
Telephone			
Quote # and Date:			
Bid Cost per Unit			
Total Cost w/shipping			

Signature of employee obtaining and recording quotes: _____

Approved by: _____ Date: _____

Department Head

Approved by: _____ Date: _____

County Administrator

**Okeechobee County
Board of County Commissioners
Procurement Policy**

COOPERATIVE PURCHASING CHECKLIST FORM

Instructions: This form must be completed for any purchase of goods or services where the County will utilize a contract competitively bid by another governmental agency (i.e. Cooperative Purchasing) as defined in Section 3 of the Okeechobee County Procurement Policy. Where the purchase requires approval by the Board of County Commissioners because it exceeds applicable thresholds or is an unbudgeted expense, a copy of this completed form must be attached to the Agenda Item.

Department/Division: _____ Date: _____

Item/Service: _____

Vendor/Service Provider: _____

State Contract # _____ Other Governmental Agency _____

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. Were local vendor informal quotes obtained by the County's using agency for comparison purposes? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is documentation of informal quotes attached? | <input type="checkbox"/> | <input type="checkbox"/> |

Note: If box beside "Other Governmental Agency" is checked above, complete the remainder of this form.

- | | | |
|--|--------------------------|--------------------------|
| 3. Governmental Agency Name: _____ | Yes | No |
| 4. Was Item/Service bid out in compliance with the County's Purchasing Ordinance/Policy? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is the proposed vendor the low bidder selected by the agency named above? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Is contract/bid documentation of the bid process attached to this form? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Does the original contract contain an assignability clause? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Is the price the County will receive by piggybacking equal to or lower than any local vendor? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Has the Vendor/Service Provider executed an agreement with the County confirming that the County may piggyback on the contract with the agency named above? | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Is a copy of the agreement attached to this form? | <input type="checkbox"/> | <input type="checkbox"/> |

**“TO ALL BIDDERS”
CERTIFICATION & ELECTION FORM
LOCAL VENDOR PREFERENCE – OKEECHOBEE COUNTY**

TO BE EXECUTED BY ALL BIDDER’S AND SUBMITTED WITH YOUR BID “The Bidder is requested to select the appropriate boxes and execute the document in full as required”.

I. Please select as appropriate:

- The undersigned hereby certifies that undersigned **qualifies** as a “Local Vendor” according to the Okeechobee County Procurement Policy,

- The undersigned **does not qualify** as a “Local Vendor” according to the Okeechobee County Procurement Policy

- The undersigned chooses **not to match** the lowest qualified non-local bid even if undersigned is qualified as a “Local Vendor” according to the Okeechobee County Procurement Policy.

II. Please Complete, if a Local Vendor wishing to participate:

Applied to purchases less than \$100,000:

- Bidder agrees that in the event undersigned’s bid is within 2% of the lowest non-local qualified bid, the undersigned’s proposal/bid shall be awarded to the local vendor as referenced in the current Procurement Policy.

Applied to purchases between \$100,000.01 and \$1,000,000.00:

- Bidder agrees that In the event undersigned’s bid is within 2% of the lowest non-local qualified bid, the undersigned will match said bid.

Failure to execute and submit this document with your bid shall be considered a waiver of the right to participate in the Local Vendor Preference process. Availability of the Local Vendor Preference process is at the sole discretion of the Owner.

Bidder’s Signature: _____

Bidders Name: _____

Company Name: _____

Company Address: _____

Date: _____

**FORMAT FOR INFORMAL QUOTES/WORK
AUTHORIZATIONS FOR TEAR DOWNS AND REPAIRS**

These Work Authorizations shall be consistent with the following format:

FORM FORMAT:

THE PURPOSE OF THIS INFORMAL QUOTE/WORK AUTHORIZATION IS TO PROVIDE A TEAR DOWN AND REPAIR TO DETERMINE THE EXTENT OF REPAIRS REQUIRED FOR THE FOLLOWING EQUIPMENT:

LOCATION:

CONTACT PERSON:

SCOPE OF SERVICES:

Vendor shall inspect and/or disassemble equipment to determine the cost of the repair. The vendor shall provide two quotations

- a) One quotation shall be the costs to reassemble the equipment and return it to the County site if previously removed for evaluation. \$ _____
- b) The other quotation shall be for the repair costs
(include the costs for any associated services such as specialized equipment, lifts or crane rentals) Fixed Fee: \$ _____

Vendor's Signature: _____ Vendor's Name: _____

Company Name: _____

Company Address: _____

Date: _____

This document is our acceptance of your quote for the cost of repairs, or reassemble and return. By signing below, this authorizes the vendor to proceed with the work.

Signature of Department/Division Head