

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS



PURCHASING MANUAL

ADOPTED: SEPTEMBER 29, 2026

RESOLUTION NO. 26-9.44

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SECTION 1 INTRODUCTION

The purpose of this Purchasing Manual (“Manual”) is to establish the policies governing the procurement of goods and services by all County Departments, employees, and agents of the Martin County Board of County Commissioners (“County”) in support of public purposes. The provisions of this Manual shall apply to all purchases of goods and services by the County, except where superseded by applicable federal or state law, grant requirements, or existing contractual obligations, including contracts executed prior to May 1, 2003, that provide for extension of their terms. The Board of County Commissioners reserves the authority to waive or modify the requirements of this Manual on a case-by-case basis by majority vote.

SECTION 2 DEFINITIONS

The words defined in this section shall have the meanings set forth below whenever they appear in this Manual, unless: (1) the context in which they are used clearly requires a different meaning; or (2) a different definition is prescribed for a particular part or provision.

Addendum (sing.)/Addenda (pl.)

A written change, addition, alteration, correction, or revision to a solicitation or contract document. Commonly, the name given to the document used to revise a solicitation.

Administrative Approval Request (AAR)

An electronic approval process used to: advertise Request for Qualifications, Proposals, or Bid for goods or services; award a bid or contract; approve a Selection Committee required for Consultants’ Competitive Negotiation Act services; execute a Task Order or Work Order under a continuing service agreement; request permission to purchase non-budgeted equipment; execute a single task construction contract change order or consultant contract amendment.

Aggrieved Bidder/Proposer/Offeror

The bidder/proposer/offeror who may be adversely affected by the award of a contract to another bidder/proposer/offeror and protests or appeals the decision.

Amendment

An agreed addition to, deletion from, correction, or modification of a document or contract.

American Business

1. A business entity that is formed and registered in a state within the United States of America or the District of Columbia; or
2. A sole proprietorship or general partnership that is not registered as an entity, but where the principal office is located in a state within the United States of America or the District of Columbia and the sole proprietor or partners are U.S. citizens or permanent residents; or
3. A joint venture that is not registered as a business entity in a state within the United States of America or the District of Columbia where at least 50% of the joint venturers qualify under either (1) or (2).

Architectural and Engineering (A&E, A/E) Services

1. Professional services of an architectural or engineering nature, as defined by state law, if

applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services;

2. Professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
3. Such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including: studies, investigations, surveying, mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

Bid

A price offered by a vendor to furnish specific Goods, Services and/or Construction in response to a Request for Bids.

Blanket Purchase Order (BPO)

A purchase order issued for the purchase of indeterminable miscellaneous items or materials, supplies, parts, etc., over a certain period of time (not to exceed one fiscal year).

Board, BOCC, BCC

The Board of County Commissioners of Martin County, Florida.

Change Order (CO)

A contract modification that changes the specifications, statement of work, drawings, contract value or the contract performance time.

Commodity

A marketable item produced to fulfill a need or want and may reference both goods and services.

Construction

The process of building, altering, repairing, improving, or demolishing any public infrastructure facility, including any public structure, public building, or other public improvements of any kind to real property. It does not include the routine operation, routine repair, or routine maintenance of any existing public infrastructure facility, including structures, buildings, or real property.

Construction Manager at Risk (CMAR)

A project delivery system in which a Construction Manager, acting as the County's general Contractor, is contracted to advise the designer and builder and deliver a project within a guaranteed maximum price (GMP).

Consultants' Competitive Negotiation Act (CCNA)

State law governing the procurement of Professional Services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional practice (Section 287.055, Florida Statutes).

Consultant Services

Any narrow discipline wherein a known practitioner has, through education and experience, developed expert advisory and/or programming skills as a vocation; or any service performed

primarily by vocational personnel which requires the analysis or certification of a professional before the services are acceptable to the user of the service; or any other advisory, study or programming activity, where the provider of any such consultant service is ordinarily obtained by means other than lowest price. This term shall not include construction or employment agreements.

Continuing Contract

A contract that allows for incremental execution using individual task orders or work orders.

Contract

(a) A deliberate verbal or written agreement between two or more competent parties to perform a specific act or acts; (b) any type of agreement regardless of what it is called for the procurement of goods, services, consultant services, or construction; and (c) a purchase order.

Contractor

Any individual or business having a contract with the County to furnish goods, services, or construction for an agreed-upon price.

County

Board of County Commissioners of Martin County, Florida.

County Administrator

The County Administrator and the Assistant County Administrators of Martin County, Florida, or such person's designee.

Department Director

The duly appointed Director of any County department. For the purposes of this Manual, the term Department Director shall include the Assistant County Administrators and the County Attorney.

Design-Build Firm

A partnership, corporation, or other legal entity that: (1) is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; (2) is qualified under Section 471.023, Florida Statutes, to practice or to offer to practice engineering; (3) qualified under Section 481.219, Florida Statutes, to practice or to offer to practice architecture; or (4) qualified under Section 481.319, Florida Statutes, to practice or to offer to practice landscape architecture.

Design-Build Contract

A single contract with a design-build firm for the design and construction of a public construction project.

Design Criteria Package

Concise, performance-oriented drawings or specifications for a public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for

utilities, storm water retention and disposal, and parking requirements applicable to the project.

Design Criteria Professional

A firm who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Chapter 471, Florida Statutes, to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

Designee

A duly authorized representative of a person holding a superior position.

Disadvantaged Business Enterprise (DBE)

A for-profit small business concern that is at least 51% owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by such individuals, as defined in 49 CFR § 26.5.

Emergency Purchase

An expeditious purchase of goods, services, consultant services and/or construction to reduce an imminent or existing threat to the health, safety or welfare of persons or property within the County.

E-Payables

A method of payment whereby a vendor is issued a credit card number and notified by e-mail when payments are authorized.

Family

Parent, sister, brother, spouse, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren, and grandparents of a County employee, as well as members of the same household and their parent, sister, brother, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren and grandparents of a County employee.

Fixed Assets

Items with useful life over one (1) year and valued at \$5,000 or greater. Items with a value of \$1,000 or greater may be deemed a fixed asset and affixed with a County inventory tag.

Goods

Any tangible personal property other than real property.

Ineligible Bidder/Proposer/Offeror

A bidder/proposer/offeror that does not meet the qualifications stated in the solicitation or a supplier that is currently debarred, suspended, or disqualified.

Item

A single separate unit, article, product, material, or service.

Lease or Buy Decision

The application of capital budgeting principles to determine if the best value option for the County is to lease a good/asset or purchase it.

Local Business

1. Has had a fixed office or distribution point located in, and having a street address within, Martin County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and
2. Has had, for at least one (1) year immediately prior to the date of the issuance of the request for competitive bids by the County, a current local Business Tax Receipt issued by Martin County, if applicable; and
3. Holds any license or competency card required by the County; and
4. If the contract is awarded, will be the person or entity in direct privity of contract with the County and not as a subcontractor, other lower tier subcontractor, materialman or supplier.
5. Reciprocity. Martin County may enter into an agreement with any other local government wherein the preferences of this section may be extended and made available to vendors that have a local business tax receipt issued by that specific local government to do business in that local government that authorizes the vendor to provide the commodities and services to be purchased, and a physical business address located within the limits of that local government. Such agreement shall require vendor compliance with all requirements of Section 135.7, General Ordinances, Martin County Code.

Lowest Responsive and Responsible Bidder

The Bidder who has fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents.

Negotiation

A process of planning, reviewing, analyzing, and conferring used by two or more parties to reach a mutually acceptable agreement in a contracting relationship.

Negotiation Team

A group of people, typically including a procurement professional, project manager, technical staff, financial analyst, and legal expert with the essential skills or knowledge necessary to reach a sound agreement.

Non-local business

A bidder which is not a local business as defined herein.

Offer

A response to a solicitation that, if accepted, would bind the offeror to honor what was submitted.

Personal Property

Property consisting of movable articles both physical, such as furniture or computers, or non-physical, such as stocks or bonds.

Procurement

Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services or construction.

It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Proposal

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

Protest

A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

Public Purpose

Something that provides a benefit to the public and the County.

Public Record Exemptions

Items which are exempt from Chapter 119, Florida Statutes, pursuant to a specific statutory exemption.

Purchase

Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, materials, equipment, goods, consultant services, construction, and/or services required by the County for public purposes in accordance with the law and County procedures.

Purchase Order (PO)

A purchaser's written document to a supplier formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, cost of items being purchased, delivery schedule, terms of payment, and transportation.

Purchasing

A Division of the Administration Department headed by the Chief Procurement Officer and responsible for procurement of goods and services.

Procurement/Purchasing Card (P-Card)

A charge card issued to an employee for the purpose of making authorized purchases on the County's behalf within pre-approved authority levels and spending limits.

Qualified Bidder, Proposer, Offeror, Quoter, or Respondent

An individual or business entity that has submitted a bid, proposal, offer, quotation, or response and that has the capability in all respects to perform fully the contractual requirements, and the integrity and reliability that gives reasonable assurance of good faith and performance. The County shall not require unreasonable qualifications and experience so as to not restrict competition.

Quasi-governmental

An agency supported in whole or part by government funds but privately managed.

Quotation (Quote)

A statement of price, terms of sale, and description of goods or services offered by a supplier to the County; may be non-binding if solicited to obtain market information for planning purposes.

Real Property

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

Request for Bids (RFB)

The solicitation document used for competitive sealed bidding for the purchase of goods, services, and/or construction, for which the County has adequate funding. The Request for Bid is used when the County is capable of specifically defining the scope of work for which the contractual service is required or when the County is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is electronically posted.

Request for Proposals (RFP)

A written solicitation for competitive sealed proposals responses for goods, consultant services, and/or other services, including solutions or alternative solutions for the scope of work, specifications, or contractual terms and conditions as defined, for which the County has adequate funding. The request for proposals is used when it is not practicable for the County to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the County is requesting that a responsible vendor propose a commodity, group of commodities or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is electronically posted. Evaluation of a proposal or response is based on prior established criteria which involves more than price. The RFP shall state the relative importance of price and other evaluation criteria.

Request for Qualifications (RFQ)

Qualifications-based selection of architectural and engineering (A&E) services under which the most appropriate professional or firm is selected based on qualifications such as knowledge, skill, experience, and other project-specific factors. Prices shall not be included as an evaluation factor. This process may be utilized for non-A&E services when qualifications-based selection is desired.

Request for Quotation

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

Responsible Bidder, Proposer, Offeror, Quoter or Respondent

A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance including but not limited to:

- The appropriate financial, material, equipment, facility and personnel resources and expertise (or the ability to obtain them) necessary to demonstrate the capability to meet all contractual requirements;
- The capability to comply with the required delivery schedule while accounting for the vendor's extant business commitments;
- A satisfactory record of performance;
- A satisfactory record of integrity;
- The vendor, its principals or affiliates are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any municipal, County, State, or Federal department or agency;
- Legal qualification to contract with the County and has supplied all necessary information in connection with the inquiry concerning responsibility.

The County shall not consider social, political, or ideological beliefs when evaluating prospective vendors, nor give any preference to a vendor based on social, political, or ideological beliefs.

Responsive Bid, Proposal, Offer, Quote or Response

A bid, proposal, offer, quote or response that fully conforms in all material respects to the solicitation and all of its requirements, including all form and substance.

Revenue Generating Contract

A contract between the County and a vendor where the vendor receives revenue directly from the public for goods or services provided at a County event or facility.

Services

The furnishing primarily of labor, time, and/or effort by a vendor, wherein the provision of goods or other specific end products, other than documents relating to the required performance, is incidental or secondary. This term shall not include construction or employment agreements.

Services Rendered Contract

A contract used for the provision of services from an individual/person (not a legally formed entity).

Simplified Acquisition Threshold

The dollar amount set by the Federal Acquisition Regulation at 48 CFR subpart 2.1, which is adjusted periodically for inflation in accordance with 41 U.S.C. 1908.

Single Project (Task) Contract

A contract for a single defined project.

Single Source

Goods and/or services which may be available from more than one source but, for a justifiable reason, need to be acquired from a particular vendor.

Small Business

An independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million, or a business concern based in this State of Florida that has received certification under the U.S. Small Business Administration's 8(a) Business Development Program. For sole proprietorships, the \$5 million net worth limitation includes both personal and business investments. This definition is intended to be consistent with Section 288.703(6), Florida Statutes.

Small Purchase

Any budgeted purchase of goods, services or commodities in an amount less than \$35,000 per fiscal year or contract period. For purposes of this definition, reasonable or common components of a transaction shall be cumulatively considered part of a single contract such that no purchase shall be artificially divided so as to appear to fall within the definition of a small purchase.

Sole Source

Supply, service, or construction item which are proprietary, or available from only one source, and for which there are no competitive alternate sources.

Solicitation

Request for information, expression of interest, request for bids, request for qualifications, request

for proposal, request for quotation, or a multi-step bidding procedure.

Specification

Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Task Order (TO)

An individual request for products or services under a task order contract. These contracts are structured to allow incremental execution using individual task orders.

Vendor

Any actual or prospective supplier, contractor, consultant, or other person or entity offering to provide construction, goods, commodities, equipment, or services to the County.

Work Order (WO)

An individual request for services under a continuing services contract. These contracts are structured to allow incremental execution using individual work orders.

SECTION 3 PURCHASE AUTHORIZATION

3.1 Purchase and contract award authority is delegated as follows:

BOARD OF COUNTY COMMISSIONERS	• Contracts valued at \$500,000 or greater • Change orders and amendments that meet the thresholds herein and increase the contract more than 10% of original contract value • Contracts with terms greater than 5 years
COUNTY ADMINISTRATOR OR DESIGNEE	• Contracts valued at \$499,999.99 or less • Change orders and amendments that meet the thresholds herein and increase the contract more than 10% of original contract value (not to exceed \$499,999.99)
CHIEF PROCUREMENT OFFICER OR DESIGNEE	• Contracts delegated by the County Administrator or designee • Contract amendments for scope of service/work changes • Contract renewals • Novation Agreements • Authorization of Contract Rights
DEPARTMENT DIRECTOR OR DESIGNEE	• Work orders and task orders under previously approved continuing services contracts • Payments under previously approved contracts up to dollar limits established by the department on the invoice payment authorization form

3.2 In addition to the purchase and contract award authority referenced in 3.1 above, the County Administrator or designee is delegated signature authority for all contract documents approved by the Board. The County Administrator will delegate signature authority through Administrative Policy. Notwithstanding the above, the Board may amend or separately provide contract award and signature authority at its discretion.

3.3 County staff should not obtain goods or services from a vendor until all required tax forms (such as W-9, W-8, or 1099) are on file and a vendor number has been established in the County's financial system (Banner).

3.4 County employees shall not purchase non-exempt goods or services prior to the issuance of a purchase order or authorization to use a P-Card.

3.5 Any purchase made contrary to the provisions of this Purchasing Manual shall be considered unauthorized and shall not be binding on the County unless approved by the Board of County Commissioners or an authorized designee. Such actions may be subject to disciplinary action in accordance with County policies. All purchases shall comply with applicable federal, state, and local laws, regulations, and County procurement requirements.

3.6 The purchase of food with County funds must be for a public purpose and pre-approved in

writing by the County Administrator or Designee, **except** for:

- A. purchase of food for resale at a County concession facility
- B. food provided for the Martin CARES program
- C. food provided for children in after school or camp programs provided by the Parks & Recreation Department
- D. food provided to participants and volunteers of race and other events hosted by the Parks & Recreation Department
- E. food and meals purchased by the Office of Tourism in connection with marketing efforts including gratuities, all of which are allowed
- F. food that is purchased for a group of employees or individuals that are either being recognized or assisting the County with County related activities
- G. food that is provided in response to a declared Local State of Emergency

SECTION 4 ETHICAL STANDARDS

Public procurement shall be conducted in a manner that promotes integrity, fairness, accountability, public confidence, and open competition in the County's purchasing process. County employees and any other persons participating in procurement activities on behalf of the County shall comply with all applicable federal, state, and local laws, including Chapter 112, Florida Statutes, the Martin County Human Resources Policy Manual, and all applicable County policies governing ethics, conflicts of interest, and standards of conduct. Employees participating in procurement activities shall avoid actual or apparent conflicts of interest and shall not solicit or accept gratuities, favors, or anything of value from actual or prospective vendors, except as permitted by law and County policy. Violations of ethical standards shall be addressed in accordance with applicable law, County policy, and personnel procedures. The Purchasing Division shall administer procurement activities in a manner consistent with the NIGP: The Institute for Public Procurement Code of Ethics.

SECTION 5 REVISION TO PURCHASING MANUAL

The Purchasing Manual will be reviewed no less than every two (2) years by the County Administrator in accordance with Section 135.6, General Ordinances, Martin County Code. Any revisions must be approved by resolution of the Board.

SECTION 6 CONFLICT OF INTEREST

- 6.1** The following standards of conduct apply generally to all transactions and specifically to all federally supported grant projects.

- 6.2** No elected official, employee, or agent of the County shall participate in the selection, award, or administration of a contract, or in the procurement of goods or services, if a real or apparent conflict of interest would be involved. Such a conflict would arise when the elected official, employee, or agent, any member of his/her family, his/her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected or considered for award.
- 6.3** Section 112.313, Florida Statutes, prohibits County officials, employees, and advisory board members from entering into contracts with the County. All vendors must disclose the name of any Martin County official or employee who is employed by or owns, directly or indirectly, an interest in the vendor's firm or any of its branches. County employees, officials and their spouse or children shall not, either directly or indirectly, purchase, rent or lease any realty, goods, or services to or from the County. Advisory Board Members may have these requirements waived by the Board upon full disclosure and an affirmative vote in favor of the waiver by 2/3s vote of the Board. Advisory board members shall disclose any business transaction, relationship, or interest using Form 4A – Disclosure of Business Transaction, Relationship, or Interest, prior to participating in any matter.

In compliance with Section 112.313(12)(b), Florida Statutes, any public officer or employee of Martin County whose business entity is conducting business with the County through a sealed, competitive process, shall file a disclosure with the Commission on Ethics prior to submitting a bid or proposal. The disclosure shall identify the nature of the officer's or employee's interest, or that of their spouse or child, and shall be made using Form 3A – Interest in Doing Business with One's Agency, as prescribed by the Florida Commission on Ethics.

Any individual with a conflict of interest shall not participate in the review, evaluation, discussion, recommendation, or decision-making process related to the procurement.

- 6.4** An organizational conflict of interest occurs when any of the following circumstances arise:
- A. A lack of impartiality or impaired objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
 - B. Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 - C. Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

The County shall analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award.

- 6.5** Pursuant to Section 12.02, Conflict of Interest, of the Martin County B.O.C.C. Human Resources Policy Manual, the County's officers and employees shall not solicit or accept any gift, gratuity, favor, entertainment or loan or any other items of monetary value from

any organization, business firm, or person who has, or is seeking to obtain business from, Martin County, or whose interests may be affected by the employee's performance or non-performance of official duties.

- 6.6** No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the County may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

SECTION 7 PURCHASING DIVISION

- 7.1 General.** The Purchasing Division is headed by the Chief Procurement Officer established in the Administration Department, as designated by the County Administrator. The County operates under a decentralized procurement structure, whereby procurement responsibilities are distributed among County departments, with the Purchasing Division providing oversight, guidance, and support to promote consistency and compliance with applicable laws, regulations, and County policies. The goals of the Purchasing Division and the responsibilities of the Chief Procurement Officer are to provide high quality, professional service to internal and external customers and to accomplish the following:

- A. Assure compliance with the laws and regulations that govern public procurement in the State of Florida;
- B. Provide uniformity in the procurement of goods and services by employees and agents of the County;
- C. Provide an open, fair, and competitive process for obtaining goods and services;
- D. Promote cost efficiency in the procurement of goods and services; and
- E. Provide expert assistance to County employees and agents.

- 7.2 Function.** The functions of the Purchasing Division include, but are not limited to:

- A. Collaborating with departments to support the development of solicitation strategies and documents;
- B. Conducting market research and analysis to identify qualified suppliers, emerging sources, and cost-effective solutions;
- C. Administering and supporting the procurement of goods and services in accordance with applicable federal, state, and local laws, regulations, and County policies;
- D. Promoting fair, open, and competitive procurement processes that support transparency and equal access for vendors;

- E. Developing, soliciting, and administering term contracts, unit price agreements, and other contractual instruments to support operational needs;
- F. Monitoring market conditions, pricing trends, supply chain factors, and industry developments to support strategic decision-making;
- G. Providing procurement support and guidance to County departments, municipalities, contiguous counties and cities, vendors, Constitutional Officers, and state agencies, as appropriate;
- H. Promoting supplier participation and competition in County contracting opportunities consistent with applicable law;
- I. Facilitating outreach and maintaining effective communication with the vendor community;
- J. Supporting compliance with applicable procurement laws, regulations, grant requirements, and County policies;
- K. Providing and coordinating training on procurement policies, procedures, and best practices;
- L. Supporting contract administration and lifecycle management in coordination with managing departments;
- M. Administering fixed asset inventory control in coordination with applicable departments; and
- N. Managing U.S. mail processing, as applicable.

7.3 Procurement Files.

- A. All procurement records and determinations related to the solicitation, evaluation, award, and administration of bids or proposals shall be maintained in procurement files by the Purchasing Division, except for procurements conducted under Small Purchase procedures, which shall be maintained by the respective departments.
- B. All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules approved by the Division of Library and Information Services of the State of Florida. For contracts funded in whole or in part with federal assistance, procurement records shall be retained in accordance with applicable federal laws, regulations, and grant requirements, including any retention periods specified in the funding agreement.

SECTION 8

TRANSACTIONS EXEMPT FROM COMPETITIVE PROCUREMENT

8.1 The following transactions are exempt from competitive procurement:

- A. Real Property acquisition, such as land, easements, rights-of-way, existing buildings, structures, or improvements, resulting from negotiations and approved by the Board;
- B. Court-ordered fines and judgments, resulting from litigation;
- C. Court-ordered fees, resulting from the judicial process;
- D. Fees and costs related to bond refunding, loans and investments;
- E. Debt service payments;
- F. Refunds and reimbursements;
- G. Grant disbursements or payments to federal, state, or local government agencies, or to private groups or agencies;
- H. Disbursements to County or Constitutional officers of funds budgeted for their requisition and use;
- I. Inter-fund or inter-departmental transfers or reimbursements within or among County departments;
- J. Aid disbursements for housing and rental subsidies, hospital indigent payments, Medicaid, indigent burial services or other welfare and medical assistance;
- K. Insurance and related services including, but not limited to: liability, property, medical, and workers compensation insurance, insurance consulting or payments from any loss fund established for such purpose;
- L. Utilities (electricity, natural gas, telephone, cell phones, cable, etc.);
- M. Advertising, including, but not limited to: print (newspapers, magazines, flyers, posters), television, radio, online (social media, banner ads, pop-ups), outdoor (billboards, transit ads, digital signage), direct mail (brochures, catalogs, postcards), mobile (in-app ads, SMS ads), or email;
- N. Toll charges;
- O. Fuel charges for County vehicles, vessels and equipment (fueled outside of County fueling stations);
- P. Postage, shipping and express mail costs;
- Q. Dues or memberships for a public purpose, job required professional license fees and sponsorships (late fees to be paid by employee);
- R. Periodicals, magazines, newspapers, copyrighted and patented material, County code books and updates, library materials only available from a single source and similar items;
- S. Recreational instructors, tutors, entertainment providers and sports officials for programs provided by various County departments, including, but not limited to: Parks & Recreation, Office of Tourism and Marketing, or the Martin County Library System;
- T. Professional medical services and authorized hospital expenses;
- U. Medical supplies purchased by the County for the Employee Wellness Center provider;
- V. Travel expenses;
- W. Training, tuition and fees for training instructors or facilitators relating to a County purpose or program (re-take fees due to failing grade shall be paid by employee);
- X. Legal services including attorney, paralegal, expert witness, court reporter services and legal fees;

- Y. Title insurance, title commitments, title searches, and ownership and encumbrance searches and real estate appraisal services to determine the market value of real property;
- Z. Political lobbying services;
- AA. Transactions authorized by Agreements approved by the Board;
- BB. Works of art for public places, art design, maintenance, consulting and conservation services;
- CC. Franchise agreements;
- DD. Environmental mitigation credits;
- EE. Security and law enforcement services provided by any law enforcement or state agency;
- FF. Activities and venue admission fees for camp, recreation and after school programs;
- GG. Services provided by nonprofit organizations, educational and health care institutions, governmental and quasi-governmental agencies;
- HH. Transactions authorized under the Parks & Recreation Department Revenue Enhancement Program;
- II. Vehicle registration fees;
- JJ. Office, warehouse space, boat slip, submerged land or other property rental or lease;
- KK. Permit, registration, and license fees;
- LL. Fees owed to the Clerk of the Circuit Court or other constitutional officers;
- MM. Railroad leases, maintenance & repair charges and fees;
- NN. Right-of-way (ROW) maintenance agreements;
- OO. Warranty or maintenance agreement costs for services by the original vendor, manufacturer or installer;
- PP. Maintenance agreements, licenses, upgrades, parts and services for existing software and hardware;
- QQ. Mandatory drug court testing services;
- RR. Services required by local, state or federal law;
- SS. Interlibrary loan fees;
- TT. Payments to vendors utilizing County funds for procurements by Martin County Constitutional Officers;
- UU. Continuing education events or programs that are offered to the general public and for which fees have been collected which pay all expenses associated with the event or program;
- VV. Goods and/or services given or accepted by the County via grant, gift or bequest;
- WW. Items purchased for resale to the general public;
- XX. Goods, professional services, and agreement services from a sole source, single source or standardization upon justification by the Department Director and approval of the Chief Procurement Officer; and
- YY. Services or commodities provided by governmental entities.

8.2 Sales Tax Savings. In order to limit the Florida Sales Tax for a public works contract, pursuant to Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, the following shall be followed:

- A. The County shall issue a Certificate of Entitlement to the vendor and Contractor.
- B. The County shall issue its purchase order directly to the vendor supplying the materials the contractor will use and provide the vendor with a copy of the County's Florida Consumer's Certification of Exemption.

- C. The vendor's invoice must be issued to Martin County.
- D. Martin County must make payment directly to the vendor.
- E. Martin County must take title to the property from the vendor.
- F. Assumption of the risk of damage or loss by the County at the time of purchase is a paramount consideration. Martin County will be deemed to have assumed the risk of loss if the County bears the economic burden of obtaining insurance covering damage or loss, or directly enjoys the economic benefit of the proceeds of such insurance.
- G. Upon delivery of the material purchased to project site, a delivery ticket shall be signed by a representative of the County, and by doing so the County shall take title of the materials delivered. Delivery ticket must be attached to the invoice issued to the County, to be forwarded through Contractor.
- H. Contractor shall prepare a complete list of instructions to be distributed to all applicable subcontractors with the procedures to be followed under the Sales Tax Savings Procedures. These instructions shall cover those matters hereinafter set forth.
- I. Materials, supplies, and equipment acquired using this procedure shall be subject to the warranty provisions as required by the Contract between the Contractor and the County. Contractor must acknowledge that the County will be ordering materials for the project pursuant to the ability to benefit from the tax savings provisions.

SECTION 9

PAYMENT FOR GOODS & SERVICES

- 9.1 Local Government Prompt Payment Act.** In accordance with Chapter 218, Florida Statutes, the County shall pay vendors for goods and services in a timely manner. Departments shall date-stamp invoices upon receipt of a proper invoice and process payments within the following timeframes, unless otherwise specified by the contract:
- A. 45 days for goods or services other than construction services;
 - B. 25 business days for construction services (where invoices are approved by a third-party); and
 - C. 20 business days for construction services (where invoices do not require third-party approval).
- 9.2** All purchases of goods and services must have a properly completed PO or shall be processed using a County P-Card.
- 9.3** All PO overages in excess of \$10.00 shall require a written change order approved prior to payment.
- 9.4** Direct payments or check requests by use of Payment Confirmation Letter (PCL) shall be allowed on a limited basis for purchases exempt from competitive procurement or for payments from revenue or balance sheet accounts that cannot be accomplished through the PO system. Other check requests may be approved by the Chief Procurement Officer, or designee, on a case-by-case basis.
- 9.5 Services Rendered Contract.** A Services Rendered Contract may be required for

services provided by an individual (not a legally formed entity), as determined by the Chief Procurement Officer or designee. Services provided by an individual that exceed the small purchase threshold on an annual basis require a formal solicitation or an approved sole or single source justification.

9.6 Purchasing Card (P-Card). P-Card purchases shall be made in accordance with the County's P-Card procedures. Failure to comply may result in revocation of P-Card privileges and disciplinary action in accordance with County policy.

A. The goals of the P-Card program include:

1. Providing an efficient and cost-effective method for purchasing and payment;
2. Reducing the use of petty cash, direct pay requests and open-ended blanket POs;
3. Ensuring purchases comply with County policy, Chapter 287, Florida Statutes, and Rule 60A-1, Florida Administrative Code;
4. Reducing administrative processing time and costs for low dollar transactions;
5. Limiting County liability from improper use; and
6. Establishing accountability and enforcement for misuse.

B. Prohibited P-Card Purchases:

1. Personal Items;
2. Cash Advances;
3. Gas and Oil Products (unless purchased for County owned vehicles, vessels and equipment);
4. Personal telephone charges;
5. Surplus items available through the County warehouse;
6. Meals or food, unless authorized by grant, County policy, or the County Administrator or designee;
7. Any other purchases prohibited by the Office of Management and Budget, Chief Procurement Officer, or designee.

9.7 Payment for Purchases Without Competitive Procurement.

A. Payment for purchases without competitive procurement may be permitted under the following circumstances:

1. The commodity or service is approved as a Sole or Single Source purchase pursuant to Section 14;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. After solicitation of a number of sources, competition is determined inadequate.

B. Prior to making purchases under items A.2 and A.3, the requesting department shall complete the Noncompetitive Procurement Justification form and submit to the Department Director and Purchasing Division (pur_div@martin.fl.us) for review and approval.

9.8 Dispute Resolution Procedure.

A. Pursuant to Section 218.76, Florida Statutes, the County has established a procedure to resolve payment disputes.

- B. When a Contractor submits an improper invoice, the department that receives the invoice, shall, within ten (10) days of receipt of the invoice, reject the invoice and notify the Contractor in writing that the invoice is improper, specify the deficiency, and indicate what corrective action on the part of the Contractor is needed to correct any error(s) in the invoice.
- C. If an invoice is rejected and the Contractor submits a corrected invoice to the appropriate department which resolves the deficiency, the corrected invoice must be paid or rejected on the later of:
 - 1. Ten (10) business days after the date the corrected invoice is stamped as received; or
 - 2. If approval of the corrected invoice is required by the Board, the first business day following Board approval of the corrected invoice.
- D. At any time that a payment dispute arises between the County and a Contractor and the dispute cannot be resolved, the dispute shall be brought before the County Administrator, or his/her designee, upon written request to the Department Director and Purchasing Division (pur_div@martin.fl.us). Each side shall be given up to fifteen (15) minutes to present their respective positions and evidence to the County Administrator or his/her designee in support of their position. The County Administrator or his/her designee may extend the time limit upon request, the decision to do so being within their sole discretion. Each side may present written position statements on the dispute. The County Administrator or his/her designee shall render a final decision in writing.
- E. The proceedings to resolve the dispute shall be commenced no later than thirty (30) days from the date that the proper invoice was received by the County. In addition, the proceedings shall be concluded by final decision of the County Administrator or his/her designee within forty-five (45) days after the County received the payment request or proper invoice.
- F. If the dispute is resolved in favor of the County, interest shall begin to accrue fifteen (15) days after the County Administrator's or his/her designee's final decision. If the dispute is resolved in favor of the Contractor, then the County shall pay the interest as of the original date the payment was due.

SECTION 10

STATE OR FEDERALLY FUNDED GRANT PROCUREMENTS

- 10.1** The Board recognizes that certain procurement procedures for state or federally funded grant programs may conflict with standard County procedures. The County Administrator is authorized to modify County procurement procedures as necessary to ensure compliance with applicable grant requirements, provided such modifications are documented and consistent with governing laws and regulations.

- 10.2** The County shall conduct all federally funded procurements in a manner consistent with the principles of full and open competition, cost reasonableness, and proper documentation as required under 2 C.F.R., Part 200.
- 10.3** Unless prior written approval has been obtained from the County Administrator and any applicable granting agencies, any consultant firm or its affiliate that served as the Designer or Engineer of Record (EOR) is precluded from participating in the same project as a construction contractor, as a member of a construction contractor's team (including subcontractors), or as a consultant providing Construction Engineering and Inspection (CEI) services.
- 10.4** Purchases funded in whole or in part with Federal Transit Administration (FTA) assistance shall comply with Section 23 of this Manual and all applicable federal statutes, regulations, terms and conditions of the federal award, and FTA requirements and guidance, as amended, supplemented, renumbered, or superseded from time to time. In the event of a conflict, controlling federal law, regulation, or the terms and conditions of the federal award shall govern.
- 10.5** All procurements funded by the Federal Emergency Management Agency (FEMA) shall comply with the federal procurement standards outlined in 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327 and 2 C.F.R., Part 200, Appendix II, Required Contract Clauses, as amended from time to time. The County shall ensure procurements meet applicable federal standards and include all required contract provisions.
- 10.6** Procurements of professional services and non-housing related construction, paid for in whole or part with Community Development Block Grant (CDBG) funds, shall utilize the County's CDBG Procurement Policy. For procurements related to housing construction, paid for in whole or part with CDBG funds that will have a contract between a homeowner and contractor, the County shall utilize the Housing Assistance Plan & Procedures approved by the Board.
- 10.7** Procurements of professional services and non-housing related construction, paid for in whole or part with State Housing Initiatives Program (SHIP) funds, shall utilize the County's SHIP Procurement Policy. For procurements related to housing construction, paid for in whole or part with SHIP funds that will have a contract between a homeowner and contractor, the County shall utilize the Local Housing Assistance Plan & Procedures approved by the Board.
- 10.8** The County shall avoid the acquisition of unnecessary or duplicative items and shall promote cost-effective procurement practices. Consideration shall be given to consolidating or separating procurements to achieve the most economical outcome. Where appropriate, the County shall evaluate lease versus purchase alternatives and perform other analyses as needed to determine the most advantageous approach.

SECTION 11

COOPERATIVE PURCHASING AND OTHER GOVERNMENT CONTRACTS

11.1 Other Government Contracts

- A. In lieu of conducting a separate competitive solicitation, the County may utilize

contracts awarded by other governmental entities or agencies (“piggybacking”) to procure goods and services when it is determined to be in the best interest of the County and all of the following conditions are met:

1. The solicitation documents and selection procedures used by the other government or agency are substantially consistent with the County’s purchasing regulations;
2. The vendor agrees to extend the contract to the County and executes an Authorization of Contract Rights issued by Martin County; and
3. The terms and conditions of the contract, including the scope of work, pricing, and quantities or volume of goods and services, are substantially similar and applicable to the County’s needs.

B. Piggybacking shall not be permitted for contracts governed by Section 287.055, Florida Statutes, the Consultants’ Competitive Negotiation Act.

C. Use of County Contracts by Other Entities

1. At the option of the Contractor, County contracts may be made available for use by other governmental entities and nonprofit organizations;
2. Any such use shall be independent of the County, and each participating entity shall be responsible for its own purchases, obligations, and liabilities;
3. The County assumes no liability for transactions between the Contractor and any third party and does not guarantee performance or pricing for such use; and
4. The Contractor shall have no obligation to extend the terms of a County contract to any other entity.

D. If federal funds are used, the County may utilize contracts awarded by other governmental entities (“cooperative” or “piggyback” contracts), provided that all applicable federal requirements are met, including 2 C.F.R. Part 200, as amended, and applicable agency guidance. Such use is permitted only when all of the following conditions are satisfied:

1. The original procurement was conducted in accordance with applicable federal procurement requirements, including 2 C.F.R. §§ 200.317–200.327, as amended, and does not conflict with the County’s purchasing regulations;
2. The original contract was awarded using full and open competition consistent with federal requirements;
3. The original solicitation and resulting contract expressly permit use by other governmental entities through an assignability, cooperative use, or similar provision;
4. The terms, conditions, and scope of work, including pricing structure and anticipated quantities, are substantially similar to those in the original solicitation and contract, and no material changes have been made that would have affected the original competition;
5. The contract price is determined to be fair and reasonable, and such determination is supported by appropriate price or cost analysis in accordance with 2 C.F.R. § 200.324;
6. The contract includes all applicable federal provisions required by 2 C.F.R. § 200.327 and Appendix II to Part 200, as well as any additional provisions required by the applicable federal funding source;

7. The scope of the original procurement does not exceed the assigning entity's reasonably anticipated needs and does not include excess capacity intended to facilitate assignment to other entities, consistent with 2 C.F.R. § 200.318(d). Contracts with artificially expanded or overbroad scopes shall not be used;
8. Use of the contract is consistent with applicable federal agency guidance, including guidance issued by the Federal Emergency Management Agency and the FEMA Public Assistance Program and Policy Guide, as applicable;
9. The County maintains documentation sufficient to demonstrate compliance with federal procurement requirements and to support the use of the cooperative contract; and
10. The contractor is verified as not suspended or debarred from participation in federal programs in accordance with applicable federal requirements.

11.2 State Contracts. The State of Florida, Department of Management Services (DMS), Division of State Purchasing, administers statewide contracts and agreements that may be utilized by eligible local governments. These contracts enable participating entities to leverage collective purchasing power, reduce administrative costs, and comply with Chapter 287, Florida Statutes, governing the procurement of goods and services. The County is authorized to utilize contracts established by the Division of State Purchasing when determined to be in the best interest of the County. Information regarding these contracts is available through the DMS website at www.dms.myflorida.com.

11.3 Cooperative Purchasing agreements are available and authorized for use by the County. The County Administrator or designee is authorized to execute contracts and agreements necessary for participation in a Cooperative Purchasing program.

Cooperative purchasing involves procurement conducted by or on behalf of multiple public procurement units, or the use of contracts awarded by another governmental entity. Its purpose is to combine requirements, achieve economies of scale, and reduce administrative costs. This approach allows local governments to leverage the buying power of multi-agency competitive solicitations through agencies including, but not limited to:

- A. BuyBoard
- B. Florida Sheriff's Association (FSA)
- C. Houston-Galveston Area Council (H-GAC)
- D. MiCTA
- E. NASPO Value Point
- F. OMNIA Partners, Public Sector (formerly U.S. Communities and National Intergovernmental Purchasing Alliance (NIPA)
- G. Sourcewell (formerly National Joint Powers Alliance NJPA)
- H. The Interlocal Purchasing System (TIPS)
- I. The Purchasing Cooperative Network (TCPN)
- J. U.S. General Services Administration (GSA)

SECTION 12 PUBLIC RECORDS

12.1 Public Record Exceptions for Formal Solicitations.

- A. General exemptions from inspection or copying of public records for formal

solicitations:

1. In accordance with Section 119.071(1)(b)2., Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
2. In accordance with Section 119.071(1)(b)3., Florida Statutes, if an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.
3. In accordance with Section 119.071(1)(c), Florida Statutes, any financial statement or other financial information necessary to verify the financial adequacy of a prospective bidder which an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a solicitation for a road or any other public works project is exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Article I of the State Constitution.

SECTION 13 SMALL PURCHASES

- 13.1** No purchase shall be artificially divided to fall within small or micro purchase thresholds.
- 13.2** Small purchases include the procurement of goods, services, or construction with a total cumulative value of less than \$35,000 per vendor, per commodity, per fiscal year, countywide.
- A. Purchases of \$10,000 or less per vendor, per commodity, per fiscal year require no competitive quotes, but are expected to be made from existing competitive contracts whenever possible. Each department is responsible for determining that prices are fair and reasonable, tracking expenditures, and maintaining appropriate documentation.
 - B. Purchases between \$10,000.01 and \$34,999.99 shall be based on three (3) written or internet quotations documenting all relevant information. Specifications provided to vendors must be complete, identical, accurate and unambiguous to ensure receipt of appropriate goods or services and to avoid disputes arising from errors. Quotations must clearly identify the vendor and the total price quoted. A summary of the quotations shall be included in the purchase order record (DocText), and original quotations must be retained by the department for audit purposes. A written statement from a vendor indicating an inability to provide a quotation may count toward the three (3) quotation requirement only when reasonable efforts and follow-up attempts to obtain competitive quotations have been documented.

- C. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance, and reliability.
- D. Preference shall be given to Local and American businesses, where permitted by applicable federal and state laws and funding source requirements.
- E. Small purchases may be formally solicited. If formally solicited, all applicable provisions of Section 16 – Formal Solicitations of this manual shall apply.
- F. All goods shall be shipped Free on Board (FOB) Destination unless otherwise agreed upon in writing by vendor and County prior to purchase.
- G. County-awarded contracts and approved vendors shall be given the first opportunity to provide goods or services. Use of non-contracted vendors must be justified in writing and approved by purchasing division personnel, based on factors such as availability, pricing, performance, or other special circumstances.

- 13.3** Any change to a PO or contract made in accordance with the small purchase exemption authorized by this Manual that would raise the total PO or contract value to an amount in excess of the small purchase threshold, must be approved by the County Administrator or designee. Only one such change will be authorized per PO. The requesting department will be directed by Purchasing to formally bid the item, service or commodity prior to issuance of the next PO.

SECTION 14 SOLE AND SINGLE SOURCE PURCHASES

- 14.1 Sole Source.** The Chief Procurement Officer, or designee, acting on behalf of the County Administrator, may determine that a procurement qualifies as a Sole Source procurement after conducting a good faith review of available sources and determining that only one practicably available source exists for the required supply, service, or construction item.

The Purchasing Division will maintain a written record supporting each sole source determination. Sole source procurements involving construction, modification, alteration, or repair of publicly owned facilities shall comply with Section 255.20, Florida Statutes, and any other applicable laws.

Sole source determinations must be renewed every two (2) years unless waived by the County Administrator or designee. Renewal requests must include justification and reaffirm that a good faith effort has been made to identify other available sources.

To qualify as a sole source procurement, the requesting department must complete the Sole Source Justification Form and provide supporting documentation demonstrating at least one of the following:

- A. A different brand, make, model or specification would be incompatible with existing equipment, systems, software, infrastructure, or operational requirements.
- B. The purchase is for a component, repair, or replacement part, software update,

maintenance service, warranty service, or technical support for existing equipment or systems for which no commercially reasonable substitute exists, and the item or service is available only from the manufacturer, sole distributor or authorized service provider.

C. Standardization of goods/services.

1. When the Chief Procurement Officer, or designee, determines that standardization is in the County's best interest, materials, supplies, equipment, software, or specialized services may be procured through negotiation.
2. Standardization alone shall not constitute a sole source determination unless the County further determines that competing alternatives would result in substantial incompatibility, unreasonable operational disruption, excessive transition costs, unacceptable maintenance or training impacts, loss of interoperability, or significant inefficiencies affecting County operations.
3. To support a standardization determination, the requesting department must provide all of the following:
 - a. The number and types of similar equipment or systems currently in the County's inventory;
 - b. Justification for standardizing the commodity or service;
 - c. The operational, maintenance, compatibility, interoperability, lifecycle, or performance advantages of the proposed equipment or system over comparable alternatives, and why those advantages are essential to County operations; and
 - d. Relevant factors including ease of maintenance, staff expertise, training requirements, transition costs, software or hardware compatibility, cybersecurity considerations, and existing parts inventory.

D. Additional unanticipated commodities or services are required to complete an ongoing project, system implementation, or operational task, and utilizing another source would result in substantial delay, duplication of cost, incompatibility, or operational inefficiency.

14.2 Single Source. A determination of Single Source may be made by the Chief Procurement Officer, or designee, acting on behalf of the County Administrator, following a good faith review of available sources, indicating that multiple sources may exist for the required commodity, service, or construction item, but the requesting department has demonstrated substantial operational, technical, compatibility, continuity, logistical, schedule-related, performance-related, or other documented advantages supporting selection of a particular vendor that is in the County's best interest.

The Purchasing Division shall maintain a written record supporting each Single Source determination.

Single Source determinations must be renewed every two (2) years unless waived by the County Administrator or designee. Renewal requests must include updated justification and reaffirm that a good faith effort has been made to identify other available sources.

To qualify as a Single Source procurement, the requesting department must complete the Single Source Justification Form and provide supporting documentation demonstrating that, although the required commodity or service may be available from more than one source, selection of a particular commodity, service, or source provides substantial and demonstrable advantages to the County based on one or more of the following criteria:

1. Specialized qualifications, certifications, or expertise.
2. Demonstrated successful past performance with the County or similar governmental entities.
3. Compatibility, continuity, or integration with existing County systems, infrastructure, software, equipment, or operational processes.
4. Unique features, functionality, methodology, or service offerings.
5. Geographic location, logistical efficiencies, response capabilities, or service accessibility.
6. Timeliness, continuity of operations, emergency response capability, or project schedule requirements.
7. Operational efficiencies, reduced lifecycle costs, reduced training impacts, or reduced implementation risk.

The Chief Procurement Officer, or designee, may approve single source purchase requests less than \$35,000.

For Single Source procurements of \$35,000 or more, a Notice of Intent (NOI) to Single Source shall be posted on a third-party bidding platform utilized by the County, currently Euna OpenBids (DemandStar), for at least fifteen (15) business days using notice procedures substantially consistent with Section 287.057(3)(c), Florida Statutes. The notice shall include a description of the commodity or contractual service sought and shall request that prospective vendors submit information regarding their ability to provide comparable commodities or services.

Any vendor responding to the notice may submit information challenging the requested Single Source determination.

If, after review of information received during the notice period, the Chief Procurement Officer, or designee, determines that the requesting department's justification remains valid and that proceeding without formal competition is in the County's best interest, a Notice of Intended Decision shall be posted in accordance with County procedures.

14.3 Non-Competitive Procurement (2 CFR § 200.320(c)). There are specific circumstances in which noncompetitive procurement can be used for federally funded purchases. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;
2. The item is available only from a single source;
3. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

4. The federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-federal entity; or
5. After solicitation of a number of sources, competition is determined inadequate.

- 14.4** All documentation, including the completed Justification Form, must be sent to the Purchasing Division for evaluation and approval prior to the department entering a PO.

SECTION 15 EMERGENCY PURCHASES

- 15.1** An emergency procurement is a procurement made without normal competitive solicitation procedures when an emergency or exigent circumstance requires the immediate acquisition of goods, services, professional or consultant services, and/or construction to protect public health, safety, welfare, or property; prevent or mitigate serious disruption to County operations; or avoid immediate or substantial harm, loss, or danger that would not permit the delay associated with competitive solicitation. Emergency procurements shall be limited to the period of the emergency or exigent circumstance and shall be conducted in accordance with applicable federal, state, and local laws, regulations, and County policy, including 2 C.F.R., Part 200 when federal funding is involved.
- 15.2** Requests for emergency procurements must be submitted by the Department Director to the Chief Procurement Officer, or as otherwise directed by the County Administrator. All requests shall include a written justification describing the nature of the emergency and the basis for the emergency procurement. Approval for emergency procurements may be authorized by the County Administrator on a case-by-case basis. To the extent practicable under the circumstances, the requesting department shall document that a good faith effort was made to identify and obtain competition from available sources. Determination of an emergency shall be at the sole discretion of the Chief Procurement Officer, or the County Administrator. All emergency procurement actions shall be documented in sufficient detail to support the basis for the emergency determination, vendor selection, pricing, and compliance with applicable procurement requirements.
- 15.3** In the event a Local State of Emergency is declared in Martin County, and County operations remain functional, a requisition shall be entered through the appropriate procurement system for all purchases. The date of the declaration shall be included in the procurement record or supporting documentation to authorize the purchase(s). If County operations are not functional due to power outage, loss of telephone service, internet disruption, or similar circumstances, Disaster Purchase Orders (DPO) may be used to procure necessary goods and services. All Disaster Purchase Orders shall be documented and reconciled through the County's procurement system as soon as practicable following restoration of operations.
- 15.4** Following the declaration of an emergency or disaster, federal disaster assistance may become available to the County through the Federal Emergency Management Agency (FEMA), typically administered through the Florida Division of Emergency Management (FDEM) as the State's designated recipient and pass-through entity.

To the extent practicable, purchases shall be made using existing contracts. All procurements associated with disaster assistance shall comply with applicable federal, state, and local laws, regulations, and guidance, including requirements issued by FEMA and FDEM. Departments shall coordinate with FDEM, as required, for project formulation, documentation, and reimbursement processes.

- A. Purchases made under an emergency declaration shall follow applicable small purchase procedures. Where federal funding is involved, procurement shall comply with the simplified acquisition and small purchase requirements set forth in applicable federal regulations, as amended.
- B. FEMA-funded procurements shall comply with the federal procurement standards set forth in 2 C.F.R. §§ 200.317 – 200.327, as amended from time to time.
- C. Procurements associated with FEMA Public Assistance (PA) funding shall comply with the applicable version of the Public Assistance Program and Policy Guide (PAPPG) in effect at the time of the declared incident. Future updates to the PAPPG shall apply as issued and shall supersede prior versions. Personnel responsible for managing or administering PA-funded projects shall refer to the current PAPPG and any applicable FEMA and FDEM guidance for detailed policy and procedural requirements.

SECTION 16

FORMAL SOLICITATIONS

(PURCHASES \$35,000 OR GREATER)

If the purchase price of commodities or contractual services equals or exceeds the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (currently \$35,000), such purchases shall be made using competitive sealed bids, competitive sealed proposals, invitations to negotiate or other competitive solicitation methods authorized by County policy, unless otherwise specified herein.

16.1 Specifications.

- A. Specifications shall be developed to promote overall economy and efficiency without sacrificing quality or performance and shall be designed to encourage full and open competition. Specifications shall be clear, complete, and based on the County's actual needs and shall not be unduly restrictive or include proprietary, exclusionary, discriminatory, or vendor-specific requirements that would unnecessarily limit competition. Specifications shall not be drafted for the purpose of favoring a particular vendor, manufacturer, contractor, or product.

Specifications shall provide an accurate and detailed description of the technical, functional, operational, and performance requirements of the commodities or services to be procured, including any applicable standards, testing requirements, delivery expectations, or compatibility requirements. All specifications shall be developed in a manner that ensures all prospective bidders are provided with the same information and an equal opportunity to compete.

The requirements of this section apply to all specifications regardless of the source,

including those prepared by County staff, architects, engineers, consultants, or other third parties.

B. The use of brand name specifications is discouraged; however, brand name or equal specifications may be used when appropriate and determined to be in the County's best interest.

1. Brand name or equal specifications may be used when:
 - a. No adequate design, performance, or functional specification or qualified products list (QPL) is available;
 - b. Time does not permit preparation of another form of specification;
 - c. The nature of the commodity, service, equipment, software, or operational requirement makes such use suitable;
 - d. Use of a brand name or equal specification is determined to be in the County's best interest.
2. Brand name or equal specifications shall identify at least three (3) comparable products, when practicable, and shall state that substantially equivalent products will be considered for award.
3. Solicitations using brand name or equal specifications shall include language stating that the brand name is used solely to establish a standard of quality, performance, functionality, compatibility, or characteristics, and is not intended to limit or restrict competition.
4. The determination of whether a proposed product, service, or system constitutes a substantially equivalent product shall be made by the County in its sole reasonable discretion based upon the functional, operational, technical, compatibility, lifecycle, and performance requirements identified in the solicitation.
 - a. A solicitation response shall be evaluated based on the materials, products, equipment, systems, and services specified in the solicitation documents, plans, and technical specifications. A bidder, proposer, respondent, contractor, or other prospective prime respondent to the solicitation may propose substitutions (also referred to as "approved equal" items) that meet or exceed the specified requirements. Proposed substitutions shall only be submitted by an entity intending to submit a response to the solicitation, including a bidder, proposer, respondent, contractor, or other prospective prime respondent to the solicitation. Substitution requests submitted directly by manufacturers, suppliers, distributors, sales representatives, or other third parties that are not the prospective prime respondent will not be considered.
 - b. All proposed substitutions shall be submitted a minimum of fourteen (14) calendar days prior to the solicitation due date, unless otherwise authorized in writing by the Chief Procurement Officer, and shall include supporting information including manufacturer literature, technical specifications, sketches, diagrams, testing information, compatibility information, and any other documentation necessary for the County to evaluate equivalency.

- c. Each proposed substitution shall include a detailed explanation demonstrating how the proposed item meets or exceeds the specified requirements and maintains the overall design intent without requiring revisions to the project design or operational requirements.
 - d. Any additional costs, including design modifications, engineering revisions, software integration, testing, training, implementation impacts, construction modifications, or other expenses resulting from a proposed substitution, shall be the sole responsibility of the bidder, proposer, respondent, contractor, or other entity submitting the proposed substitution and shall not result in additional cost to the County.
 - 5. All approved substitutions shall be issued to all prospective respondents by written addendum at least five (5) business days prior to the solicitation due date, unless waived by the Chief Procurement Officer for good cause.
 - 6. Any solicitation response, including substitutions that have not been approved in accordance with this section, may be deemed non-responsive.
 - 7. The Chief Procurement Officer, or designee, may identify sources from which the designated brand name item or service can be obtained and shall solicit such sources to achieve the maximum practicable level of price competition.
- C. In accordance with Section 218.80, Florida Statutes, all permits or fees payable by the Contractor to the County and a listing of all other governmental entities that may impose additional permits or fees associated with the project shall be disclosed in the solicitation documents. Such permits or fees may include, but are not limited to, license fees, permit fees, impact fees, or inspection fees.
- 1. In general, the County is responsible for the following:
 - a. All County-issued permit fees associated with the project, including Development Review, Right-of-Way Use, Building, Electrical, or similar permits);
 - b. General governing external agency resource permitting, including but not limited to permits issued by the South Florida Water Management District (SFWMD), Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACE), or permitting agencies outside the County's jurisdiction; and
 - c. Reimbursement of permit fees paid by the Contractor on the County's behalf when such fees and reimbursement procedures are disclosed in the solicitation documents.
 - 2. The Contractor shall be responsible for all permits, fees, notices, plans, and approvals related to the Contractor's means and methods of construction or performance, including but not limited to NPDES permits, dewatering permits, haul route permits, staging permits, temporary utility permits, or similar operational permits, unless otherwise specified by the County.
 - 3. The Contractor shall also be responsible for any additional permits, fees, penalties, or corrective actions resulting from Contractor negligence, unauthorized work, code violations, damage, or repairs required during project performance.

- D. Solicitations for initial work, including conceptual design, feasibility studies, preliminary engineering, assessments, planning, or similar services that may result in subsequent phases of work, shall include language advising firms that participation in the initial phase may preclude the firm from participation in subsequent phases if required by applicable law, professional ethics requirements, conflict of interest standards, or County determination. This requirement shall not apply when the Construction Manager at Risk delivery method is utilized in accordance with applicable law and County policy.
- E. In order to ensure objective contractor performance and eliminate unfair competitive advantage, any contractor, consultant, engineer, architect, advisor, or other party that develops or drafts specifications, requirements, statements of work, scopes of services, evaluation criteria, or solicitation documents shall be prohibited from competing for such procurement unless expressly authorized by the Chief Procurement Officer based upon a written determination that no unfair competitive advantage exists.
- F. No procurement, project, purchase, contract requirement, or scope of work shall be artificially divided, phased, fragmented, or separated for the purpose of evading competition, advertising, approval, or procurement requirements.

16.2 Cone of Silence.

- A. A Cone of Silence shall be observed on all County competitive solicitations, including RFBs, RFPs, RFQs, and other competitive procurement processes authorized by County policy. Except as otherwise provided herein, no respondent, proposer, bidder, interested party, or any of their respective employees, agents, representatives, consultants, subcontractors, lobbyists, or affiliates shall communicate regarding the substance of a competitive solicitation with:
 - 1. Any County Commissioner
 - 2. Any County employee
 - 3. Any selection committee member
 - 4. Any County consultant, architect, engineer, advisor, or other person authorized to participate in or influence the evaluation, ranking, recommendation, negotiation, or award process; or any other person authorized to act on behalf of the Board of County Commissioners regarding the solicitation.

For purposes of this section, “communication” includes oral, written, electronic, or other exchanges regarding the substance of the solicitation, evaluation, ranking, recommendation, negotiation, or award.

All permitted communications regarding the solicitation shall be directed through the Purchasing Division or through the methods identified in the solicitation documents. Respondents are responsible for ensuring compliance with this section by their employees, agents, representatives, consultants, subcontractors, lobbyists, and affiliates.

- B. The Cone of Silence shall be in effect from the time of advertisement or issuance of the solicitation until terminated pursuant to Section 16.2.D. Each solicitation shall provide notice of the Cone of Silence requirements.

- C. The Cone of Silence shall not apply to:
1. Communications at duly noticed public meetings or public proceedings, including pre-bid meetings, pre-proposal meetings, selection committee meetings, presentations, demonstrations, interviews, negotiations authorized by the County, or Board meetings.
 2. Communications expressly authorized by the solicitation documents or initiated by the Purchasing Division for purposes of clarification, administration, scheduling, or solicitation management.
 3. Communications during contract negotiations between the County Administrator, County Attorney's Office, Department Director, Purchasing Division, or their designees, and the selected respondent.
 4. Communications that are part of the Bid Protest Procedure set forth in Section 19.
 5. Internal communications among County staff, consultants, legal counsel, evaluation committee members, or other authorized representatives for purposes of evaluating, administering, or recommending action regarding the solicitation.
 6. Purchases made without competitive procurement as set forth elsewhere in this Manual, including Small Purchases pursuant to Section 13.
 7. Communications required or permitted by Florida's Government in the Sunshine Law, Public Records Law, or other applicable law.
- D. The Cone of Silence shall terminate upon action by the Board of County Commissioners, County Administrator, or designee to award or approve a contract, reject all responses, cancel the solicitation, or otherwise formally conclude the competitive solicitation process.
- E. Violation of the Cone of Silence may result in disqualification of the respondent, proposer, bidder, interested party, or other participating entity, as determined by the County in its sole discretion. Violations may also be referred for review under applicable County ethics policies, lobbying regulations, or other applicable laws or policies.
- F. The Chief Procurement Officer, or designee, may authorize communications otherwise prohibited by this section when necessary for clarification, emergency operational purposes, legal compliance, administrative efficiency, or other good cause documented in writing.
- G. Unsolicited Proposals: A Cone of Silence shall commence upon receipt by the Purchasing Division of an unsolicited proposal submitted pursuant to Section 255.065, Florida Statutes. Except as authorized by the County, no entity with a financial interest in the unsolicited proposal, including its employees, agents, representatives, consultants, subcontractors, lobbyists, or affiliates, shall communicate regarding the proposal with any County Commissioner, evaluation team member, or other person involved in the evaluation, recommendation, negotiation, or award process outside the County's authorized review process. All unsolicited proposals shall be submitted through the Purchasing Division. Communications necessary for review, evaluation, clarification, negotiation, due diligence, technical review, or administration of the proposal may occur through

County-authorized staff, consultants, legal counsel, evaluation team members, or other designated points of contact.

16.3 Advertisement.

- A. The Purchasing Division shall provide public notice, at least once, through publication in a newspaper of general circulation in the County and/or other methods authorized by applicable law, pursuant to Section 255.0525, Florida Statutes:
 - 1. A minimum of twenty-one (21) calendar days prior to bid opening for construction projects exceeding \$200,000;
 - 2. A minimum of thirty (30) calendar days prior to bid opening for construction projects exceeding \$500,000;
 - 3. At least five (5) calendar days prior to any scheduled pre-bid conference;
 - 4. Solicitations for roadway construction shall be advertised at least once each week for two (2) consecutive weeks pursuant to Section 336.44, Florida Statutes.
 - 5. In cases of emergency, the procedures required in this section may be altered by the County in any manner that is reasonable under the emergency circumstances.
 - a. the term “emergency” means an unexpected turn of events that causes:
 - i. An immediate danger to the public health or safety;
 - ii. An immediate danger of loss of public or private property; or
 - iii. An interruption in the delivery of an essential governmental service.
- B. Public announcement of the need for professional services shall be made in accordance with Section 287.055, Florida Statutes, on the County’s designated third-party bidding platform for a minimum of fourteen (14) calendar days, for professional services for a project the basic construction cost of which is estimated to exceed \$325,000 or for a planning or study activity when the fee for professional services exceeds \$35,000, except in cases of valid public emergencies. The announcement shall include a general description of the project and instructions describing how interested vendors may submit qualifications for consideration.
- C. All other competitive solicitations, including RFBs, RFPs, RFQs, and similar solicitation methods authorized by County policy, shall be advertised by the Purchasing Division on the County’s designated third-party bidding platform for a minimum of fourteen (14) calendar days, unless otherwise authorized herein or approved by the Chief Procurement Officer for documented operational necessity or emergency circumstances.
- D. Solicitations may be distributed directly to vendors in addition to the advertising and public notice procedures set forth herein.

16.4 Business Outreach, Participation, and Local Vendor Preference

- A. All contractors are encouraged to provide opportunities for small and other qualified business enterprises to participate in County contracting opportunities in a manner consistent with applicable law and County policy. For contracts funded in whole or

in part with federal or state assistance, contractors shall comply with all applicable laws, regulations, and funding requirements, including, as applicable, Disadvantaged Business Enterprise (DBE) requirements under 49 C.F.R. Part 26 and any requirements of the Florida Department of Transportation, the Florida Division of Emergency Management, or other applicable pass-through agencies. Nothing in this section shall be construed to establish quotas or set asides except where expressly required by applicable law or funding conditions.

- B. The County shall, to the extent practicable, make a good faith effort to:
 - 1. Provide interested businesses with adequate information about the plans, specifications and requirements of contracts;
 - 2. Utilize the services and resources of community organizations, contractor groups, and local, state, and federal business assistance providers to support outreach and participation; and
 - 3. Provide timely written notice to a broad and inclusive pool of businesses, including, as applicable, Disadvantaged Business Enterprises, Minority Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Small Business Enterprises (SBE), and Veteran-owned Businesses (VOB), to facilitate effective participation in contracting opportunities.
- C. In accordance with 2 C.F.R. § 200.321, the County shall, when applicable and to the extent practicable, take all necessary affirmative steps to assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (as identified by the U.S. Department of Labor) are used when possible in procurements funded in whole or in part with federal funds. Such steps shall include:
 - 1. Including such business types on solicitation lists;
 - 2. Soliciting such business types whenever they are potential sources;
 - 3. Dividing procurement requirements into smaller tasks or quantities, when economically feasible, to permit maximum participation;
 - 4. Establishing delivery schedules, where the requirement permits, that encourage participation;
 - 5. Utilizing the services and assistance of the U.S. Small Business Administration and the Minority Business Development Agency; and
 - 6. Requiring contractors under a federal award to take the actions described in this section with respect to subcontracts, when applicable.
- D. Pursuant to 49 U.S.C. §5325(k) the County shall ensure that contractors working on a capital project funded by federal funds give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S. Code § 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This provision shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.
- E. Local Vendor Preference. Local Vendor Preference may be applied, where feasible and applicable, in accordance with Chapter 135, General Ordinances, Martin County Code, and only to the extent permitted by applicable federal and state law and funding source requirements. Local Vendor Preference shall not be applied to

procurements funded in whole or in part with federal funds when prohibited by federal law or regulation.

16.5 Submittals.

- A. All submittals must be received (clocked-in) on or before the time and date indicated in the solicitation document or addenda. The preferred method of submittal is electronically through the County's third-party bidding site, currently Euna OpenBids (DemandStar). The responsibility for submittals to the County is solely that of the vendor. The County will not be responsible for delays in mail delivery or delays caused by any other occurrence including technical problems that may arise with e-bidding through a third-party website.
- B. If the location, date or time of the bid opening changes, written notice of the change must be given, as soon as practicable after the change is made via formal addendum and no less than five (5) calendar days prior to the bid opening.
- C. Late submittals based solely on price will not be accepted. Late submittals, not based solely on price, received after the time and date stated in the solicitation may be accepted if such acceptance is in the best interest of the County.
- D. Offers by email or telephone shall not be accepted. Faxed bids or proposals shall be rejected as non-responsive regardless of where the fax is received.

16.6 Bid Security (Bid Bond).

- A. Bid Security shall be required for construction solicitations exceeding \$200,000, federally funded projects where required by applicable federal regulations or grant conditions, and other solicitations as determined by the Chief Procurement Officer. Sureties shall be authorized to conduct business in the State of Florida and comply with the requirements of the solicitation documents, contract documents, and applicable law. For electronically submitted solicitations (e-bidding), a copy of the executed bid bond and accompanying Power of Attorney Affidavit shall be uploaded and submitted with the solicitation response. Failure to submit the required bid bond documentation with the solicitation response shall render the solicitation response nonresponsive.
- B. The bid bond and accompanying Power of Attorney Affidavit must be fully and correctly completed on the Bid Guaranty (Bond) form provided by the County and submitted with the solicitation response. The bid bond shall be in an amount equal to five percent (5%) of the total bid amount, including the base bid and all alternates. Alternate bond forms shall not be accepted. Failure to submit the required bid bond shall render the solicitation response nonresponsive.
- C. In lieu of the Bid Bond, the solicitation response may be accompanied by a certified check or cashier's check issued by a federally or state-chartered financial institution and made payable to the Martin County Board of County Commissioners in an amount equal to five percent (5%) of the total bid amount, including the base bid and all alternates. For electronically submitted solicitations, a copy of the certified check or cashier's check shall be uploaded and submitted with the solicitation

response. The original certified check or cashier's check must be received by the County no later than the solicitation due date. Failure to provide the required bid security by the solicitation due date shall render the solicitation response nonresponsive. Any certified check or cashier's check submitted by an unsuccessful respondent shall be returned promptly following contract award or cancellation of the solicitation. Any certified check or cashier's check submitted by the successful respondent shall be returned promptly after execution of the contract and submission of any required performance and payment bonds.

- D. Failure of the County to execute the contract within ninety (90) days after the solicitation opening, or as otherwise stated in the solicitation documents, shall result in release of the Bid Security (Bid Bond) of the lowest and second lowest respondents unless mutually agreed in writing.
- E. The original hardcopy bid bond and accompanying Power of Attorney Affidavit shall be delivered to the Purchasing Division within five (5) calendar days after solicitation opening (2401 SE Monterey Road, Stuart, FL 34996). Failure to timely provide the required original documents may render the solicitation response nonresponsive.

16.7 Selection Committees.

- A. When required:
 - 1. Three (3) voting members for solicitations with an estimated value of \$100,000 or less;
 - 2. Five (5) voting members for solicitations with an estimated value greater than \$100,000.
- B. Composition:
 - 1. Members shall not include direct supervisors of other members;
 - 2. One (1) member shall be from outside of the originating Department;
 - 3. Members may include individuals from outside of the County (subject matter experts), but may not constitute the entire Selection Committee without prior approval from the County Administrator or designee;
 - 4. Purchasing Division Representative (non-voting);
 - 5. Members shall be approved by the County Administrator or designee through the OnBase AAR process;
 - 6. Individuals with potential conflicts of interest shall not serve on the Selection Committee.
- C. Meetings:
 - 1. All meetings shall comply with Section 286.011, Florida Statutes;
 - 2. Notification shall be published on the County's website at least two (2) calendar days prior to the meeting;
 - 3. Meetings scheduled for the purpose of vendor presentations will not be noticed, and will be handled pursuant to Section 286.0113, Florida Statutes;
 - 4. Official actions of the Selection Committee must take place at a noticed public meeting.
- D. Duties. Selection Committee Members shall:

1. Attend all Selection Committee meetings, in person, unless otherwise directed by the Purchasing Division;
2. Prior to any Selection Committee meeting, independently review all responsive submittals and determine whether a firm or individual is fully qualified to render the required service based on the criteria defined in the solicitation;
3. Provide independent scoring for each submittal and for all criteria defined in the solicitation unless otherwise directed by the Purchasing Division;
4. Provide verbal justification of scoring, including strengths and weaknesses of each submittal;
5. Review consensus scoring (defined as the average of independent scoring) and make a recommendation to:
 - a. no fewer than three (3) shortlisted vendors for the purpose of conducting discussions with vendors, if required, pursuant to Section 287.055, Florida Statutes, or as otherwise directed in the solicitation. Presentations may be requested from the shortlisted vendors; and
 - b. award to the number of vendors necessary to meet the County's needs for the solicitation.
6. In the event of a tie in scoring affecting shortlisting or award recommendations, the Selection Committee may, at a duly noticed public meeting, deliberate and either re-score the tied submittals or apply tie-breaking criteria set forth in the solicitation.
 - a. If no such criteria exist, the Committee may base its decision on documented discussion of the relative strengths and weaknesses of the tied submittals.
 - b. For procurements funded in whole or in part by state or federal grants, such criteria must be consistent with applicable funding requirements.

16.8 Payment and Performance Bonds

- A. A Payment and Performance Bond shall be required for all construction contracts in the amount of \$200,000 or more. For construction contracts funded in whole or in part with Federal Transit Administration (FTA) funds, Payment and Performance Bonds shall be required when the contract exceeds the federal Simplified Acquisition Threshold, in accordance with 2 CFR § 200.326 and applicable FTA requirements. Payment and Performance Bonds shall also be required as otherwise required by applicable state or federal law.
- B. For construction contracts less than \$200,000, the County may require a Payment and Performance Bond based on factors including, but not limited to, project complexity, criticality of the Work, funding source requirements, and the Contractor's performance history.
- C. The conditions of the Payment and Performance Bonds shall be set forth in the County's standard contract. No deviation from the County's bond forms shall be permitted without prior written approval. Approval of such Bonds is subject to compliance with the written standards for sureties set forth herein and applicable law, including Section 255.05, Florida Statutes.
- D. Payment and Performance Bonds shall be on the form provided by the County and

written through a licensed agency that fulfills the requirements of Section 287.0935, Florida Statutes. All Payment and Performance Bonds shall be written by a surety with no less than an "A-" rating by a national rating agency. All sureties must be on the U.S. Department of Treasury's Listing of Approved Sureties (Department Circular 570) and bonds must be within the Treasury's underwriting limitation. Payment and Performance Bonds shall be on the forms provided by the County and issued through a licensed agency in compliance with Section 287.0935, Florida Statutes. All Bonds shall be issued by a surety authorized to do business in the State of Florida, with a rating of no less than "A-" as determined by a nationally recognized rating agency such as AM Best and listed on the U.S. Department of the Treasury's Circular 570. Bonds shall not exceed the surety's underwriting limitation. The penal sum of each Bond shall be equal to one hundred percent (100%) of the total contract price, including any amendments or change orders. The Contractor shall provide replacement Bonds if the surety's rating falls below the required minimum during the term of the contract.

- E. Payment and Performance Bonds shall be fully executed and recorded in the public records of Martin County prior to the County's issuance of the contract to the Contractor. The Contractor shall be responsible for recording the Bonds and for payment of all associated costs, including recording fees. A certified copy of the recorded Bonds shall be delivered to and accepted by the County's Purchasing Division as a condition precedent to issuance of the contract. No Purchase Order, Notice to Proceed, or commencement of the Work shall occur until such Bonds have been received and accepted by the County.

16.9 Methods of Competitive Solicitation.

A. Request for Bids

1. An RFB shall be required for the procurement of goods and services with an annual value exceeding the small purchase threshold when all of the following conditions are met:
 - a. Complete, adequate, and precise specifications of the required goods or services are available and can be clearly defined in the solicitation;
 - b. Two or more responsible and qualified bidders are reasonably expected to submit responsive bids;
 - c. The procurement is suitable for award based on a firm fixed price or other objective and clearly defined pricing structure that allows for fair and accurate comparison of bids, and where price is the primary determining factor;
 - d. Award can be made based on price and price-related factors explicitly identified in the RFB;
 - e. Discussions, negotiations, or revisions of bids after submission are not anticipated, except as permitted for clarification of minor irregularities;
 - f. Use of the RFB method is determined to be in the best interest of the County, considering cost, efficiency, and transparency.
2. RFBs shall clearly state that award will be made to the lowest responsive and responsible bidder(s) in accordance with Section 17.1, and shall include:
 - a. A clear description of all evaluation criteria and any price-related

- factors;
- b. Instructions to bidders regarding submission requirements, deadlines, and required forms;
- c. Notice of any applicable local preference, statutory requirements, or federal/state funding conditions;
- d. The County's right to reject any or all bids, waive minor informalities, and re-solicit as deemed in its best interest;
- e. Reference to applicable terms and conditions, including insurance, bonding, and compliance requirements.

B. Request for Proposals

1. An RFP is appropriate when:
 - a. The procurement is best described in terms of performance or functional requirements; or, if described using detailed technical specifications, circumstances exist such as the need for discussions, evaluation of qualitative factors, or the importance of factors other than price alone;
 - b. An adequate number of qualified sources is anticipated, but competition may be based on varying approaches or solutions;
 - c. Award will be based on a combination of price and non-price factors, and not solely on price;
 - d. Discussions, negotiations, or revisions of proposals are expected after receipt of proposals;
 - e. The County seeks to evaluate differing approaches, methodologies, or solutions to determine the best value.
2. Staff may receive input from the Board on the scope of services for RFPs related to strategic goals or countywide objectives prior to advertisement of the RFP in order to provide direction to staff regarding the intent of the RFP. Such input shall not compromise the competitive process or create an unfair advantage.
3. At a minimum, the RFP shall include requirements appropriate to the scope and complexity of the procurement, and shall include:
 - a. A clear description of the scope of services, objectives, and expected outcomes, including any applicable performance standards;
 - b. A request for information sufficient to evaluate the proposer's qualifications, experience, and ability to perform the requested services, which may include, as applicable, approach, methodology, staffing, or other relevant factors;
 - c. A statement that award will be made to the proposer(s) whose proposal(s) are determined to be most advantageous to the County, considering price and other evaluation factors, consistent with a best value determination;
 - d. The evaluation criteria to be used, including the relative weight or points assigned to each criterion;
 - e. Instructions regarding how, when, and where proposals shall be submitted, including deadlines and public opening information, if applicable;
 - f. Requirements for proposal format and required forms, and whether submission must be sealed or otherwise secured, as specified in the RFP;

- g. Notice of any applicable local preference, statutory requirements, or federal or state funding conditions;
 - h. The County's right to reject any or all proposals, waive minor irregularities, request clarifications, conduct discussions, and re-solicit as deemed to be in its best interest;
 - i. Reference to applicable terms and conditions, including insurance, bonding, licensing, and compliance requirements.
- 4. RFPs shall indicate that award will be based on the evaluation criteria set forth in the RFP in accordance with Section 17.1. Unless otherwise stated in the RFP, award shall be recommended to the highest ranked proposer(s) based on the final evaluation scores as determined by the selection committee, representing the proposal(s) deemed most advantageous to the County. Proposal options or alternates shall be considered in the award only if such options are explicitly identified in the RFP and the County reserves the right to award them.
- 5. The County may utilize a multi-step evaluation process, which may include initial scoring, shortlisting of the highest ranked firms, and further evaluation activities as determined by the selection committee. Such activities may include interviews, presentations, demonstrations, reference checks, or requests for additional information. Interviews or presentations are not required and shall be conducted only if requested by the selection committee.
- 6. The County may, at its discretion, request best and final offers (BAFOs) from proposers determined to be reasonably susceptible of award. Any such request shall be conducted in a fair and equitable manner consistent with the terms of the RFP.
- 7. Source selection documentation shall include a certification statement substantially as follows: *"By signing or electronically approving the evaluation or consensus scoring sheet, I certify that I have complied with the requirements of Section 12.02 of the Martin County Human Resource Manual and Section 112.313, Florida Statutes, regarding conflicts of interest, and that my evaluation is impartial and based solely on the criteria established in the RFP."*
- 8. If it is not feasible to develop a purchase description that allows for an award based on price at the beginning of the process, the County may use a multi-step solicitation process. This process may include issuing an initial RFP to obtain unpriced technical proposals or qualifications, followed by a subsequent RFB issued only to those firms with a reasonable likelihood of award based on the evaluation criteria established in the initial solicitation.
- 9. The recommendation for award shall be based on the evaluation criteria set forth in the RFP and a determination of best value to the County. In addition, responsibility factors shall be considered, including whether the proposer:
 - a. Has adequate financial, material, equipment, facility, and personnel resources, or the ability to obtain them, necessary to perform the contract;
 - b. Has a satisfactory record of performance;
 - c. Has a satisfactory record of integrity and business ethics;
 - d. Is legally qualified to contract with the County; and
 - e. Has provided all required information, including licenses, permits, certifications, and organizational documents necessary to determine responsibility.

C. Request for Qualifications

1. An RFQ is used when the County intends to evaluate and select firms based primarily on qualifications, experience, and capability rather than price. RFQs may be used in the following circumstances:
 - a. When required by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for the procurement of professional services, including architecture, engineering, landscape architecture, and surveying and mapping;
 - b. For federally funded projects subject to the Brooks Act, 40 U.S.C. Chapter 11, where qualifications-based selection is required;
 - c. When the County determines that qualifications-based selection is in its best interest, even when not required by law;
 - d. For procurement of Construction Manager at Risk services as authorized under Section 255.103, Florida Statutes, and further defined in Section 17.5;
 - e. As the first step in a two-step solicitation process, where an RFQ is used to shortlist the most qualified firms prior to issuing an RFP;
 - f. RFQs may be conducted as either a one-step or two-step process, depending on the requirements of the procurement, except where a two-step process is required by law.
2. RFQs may be conducted using one of the following processes:
 - a. Two-Step Process (Required for CCNA and federally funded Brooks Act procurements):
 1. Step 1: Evaluation and shortlisting of the most qualified firms based on submitted qualifications;
 2. Step 2: Interviews, presentations, or discussions with shortlisted firms, followed by final ranking and recommendation for award.
 - b. One-Step Process (Permitted for non-CCNA procurements):
 1. The County and selection committee may complete evaluation and final ranking based solely on written qualifications, without interviews or presentations.
 - c. Optional Two-Step Process (Non-CCNA):
 1. The County may, at its discretion, use an RFQ to shortlist firms and subsequently issue an RFP to those shortlisted firms for further evaluation, including pricing and technical proposals.
3. General Requirements
 - a. Price or compensation shall not be requested or considered during the RFQ evaluation phase unless as part of a subsequent solicitation step;
 - b. Staff may receive input from the Board on the scope of services for RFQs related to strategic goals or countywide objectives prior to advertisement. Such input shall not compromise the competitive process or create an unfair advantage;
 - c. The requesting Department shall provide the following information prior to issuance of the RFQ:
 1. Project need (e.g., Capital Improvement Plan, if applicable);
 2. Required discipline or service;
 3. Department project manager;

4. Recommended selection committee members;
5. Scope of services;
6. Grant or funding information, if applicable;
7. Budget information (for internal purposes only);
8. Evaluation criteria.
- d. In the event of a conflict between this policy and applicable state or federal law, the applicable law shall govern.
4. At a minimum, the RFQ shall include:
 - a. A clear description of the scope of services and project objectives;
 - b. A request for qualifications, experience, and other information necessary to evaluate the firm's ability to perform the work;
 - c. Evaluation criteria and the relative weight or scoring methodology;
 - d. Instructions for submission, including deadline, format, and delivery requirements;
 - e. A statement that compensation shall not be included in the response;
 - f. Whether interviews, presentations, or additional evaluation steps may be required;
 - g. Notice of applicable statutory, regulatory, or funding requirements;
 - h. The County's right to reject any or all submittals, waive minor irregularities, and re-advertise as deemed in its best interest.
5. Evaluation and Competitive Selection
 - a. The selection committee shall evaluate firms based on the criteria established in the RFQ;
 - b. For procurements subject to the Consultants' Competitive Negotiation Act:
 1. Evaluation criteria shall include those factors required by Section 287.055, Florida Statutes;
 2. The County shall evaluate qualifications and performance data and conduct discussions with, and may require public presentations from, no fewer than three (3) firms, if available;
 3. A minimum of three (3) firms shall be shortlisted and ranked in order of preference, unless fewer qualified firms are available;
 - c. For federally funded procurements subject to the Brooks Act:
 - i. Evaluation shall be based on qualifications only, consistent with applicable federal requirements and guidance;
 - ii. Price shall not be considered during selection;
 - d. For all RFQs, the County may:
 - i. Shortlist the highest ranked firms for further evaluation;
 - ii. Conduct interviews, presentations, or discussions if deemed necessary by the selection committee;
 - e. If fewer than three (3) responses are received:
 - i. The County shall review the solicitation to determine whether it was unduly restrictive;
 - ii. The County may revise and re-advertise to increase competition;
 - iii. If, after re-advertisement, fewer than three (3) responses are received, the County may proceed as follows:
 1. With two (2) firms, proceed with evaluation and ranking;
 2. With one (1) firm, evaluate for responsiveness and

responsibility and proceed if in the County's best interest.

- f. For RFQs not governed by CCNA or the Brooks Act, evaluation criteria shall be appropriate to the scope and complexity of the procurement and may include qualifications, experience, past performance, capacity, and other relevant factors.
 - g. Selection shall be based on identifying the most highly qualified firms. For procurements subject to the Consultants' Competitive Negotiation Act, the County shall consider the equitable distribution of contracts among qualified firms, provided such consideration does not override the selection of the most highly qualified firm.
6. Competitive Negotiation (Qualifications-Based)
- a. The Chief Procurement Officer or designee shall approve initiation and termination of negotiations;
 - b. The County shall negotiate a contract with the top-ranked firm at compensation determined to be fair, competitive, and reasonable;
 - c. If negotiations are unsuccessful, negotiations shall be terminated and initiated with the next highest ranked firm, continuing in order of ranking until an agreement is reached or all negotiations are exhausted;
 - d. If no agreement is reached, the County may reject all submittals and re-advertise.
7. Public-Private Partnerships (P3)
- a. Procurements conducted pursuant to Section 255.065, Florida Statutes, may utilize a competitive solicitation process that includes one or more phases, such as requests for qualifications, requests for proposals, or a combination thereof.
 - b. The County may use an RFQ to evaluate and shortlist qualified firms as an initial phase of a P3 solicitation.
 - c. Shortlisted firms may be invited to submit detailed proposals, including technical and financial information, in a subsequent phase.
 - d. The specific structure of a P3 solicitation, including evaluation criteria, number of phases, and use of discussions or negotiations, shall be determined on a project-specific basis in accordance with applicable law.

SECTION 17

CONTRACT AWARD AND FORM

17.1 Contract Award

A. Request for Bids

- 1. A contract shall be awarded to the lowest responsive and responsible bidder. If the selected bidder fails to perform in accordance with the terms of the award, the County may award to the next lowest responsive and responsible bidder or re-solicit. Bid options or alternates shall be considered in award if included in the RFB and if the County intends to award such options.
 - a. The County may reject a bid as nonresponsive if line-item prices are materially unbalanced. A bid is materially unbalanced when certain items are significantly underpriced and others are significantly

overpriced, creating a risk that the bid will not result in the lowest overall cost to the County or may result in disproportionate early payments.

2. For purposes of award, the County will use the correct total based on unit prices and estimated quantities, or the total of all lump sum items, as applicable. The County may award based on the base bid, base bid plus alternates, or other criteria identified in the solicitation, including time of completion, at the County's discretion.
3. The bidder to whom the award is made shall, within ten (10) calendar days after receipt of the Contract, execute and return the Contract to the County. The executed Contract shall be accompanied by the required certificate of insurance (COI) and, if applicable, recorded Payment and Performance Bonds. Failure to meet these requirements within the specified time may result in cancellation of the award and forfeiture of the Bid Guaranty. The County may then award to the next lowest responsive and responsible bidder or re-solicit.

B. Request for Proposals

1. Award shall be made to the responsible offeror whose proposal meets the requirements of the solicitation and is determined, based on the evaluation criteria set forth in the RFP, to provide the best value to the County. Unless otherwise stated in the solicitation, award shall be based on the final ranking of proposers. Only the criteria identified in the RFP shall be used in the evaluation.
2. The contract file shall include documentation supporting the award decision, including evaluation results, scoring, and any discussions or negotiations conducted.
3. Written notice of award shall be provided to the successful offeror and all other proposers in accordance with County procedures.

C. Request for Qualifications

1. For procurements conducted under the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, or the Brooks Act, 40 U.S.C. Chapter 11, firms shall be evaluated and ranked based on qualifications only. The County will begin negotiations with the top-ranked firm to establish fair and reasonable compensation. Price is not considered during the selection phase.
2. For RFQs not governed by CCNA or the Brooks Act, award shall be made to the responsible offeror whose submittal meets the requirements of the solicitation and is determined, based on the evaluation criteria, to provide the best value to the County. Unless otherwise stated, award shall be based on the final ranking of firms.
3. The contract file shall include documentation supporting the selection and award, including evaluation results, rankings, and negotiation records, as applicable.
4. Written notice of selection and intended award shall be provided to all firms in accordance with County procedures.

D. General Award Conditions

1. The County reserves the right to reject any or all submittals, re-advertise a solicitation, or cancel a solicitation if it is in the best interest of the County, subject to approval by the County Administrator or designee or the Chief Procurement Officer or designee.
2. If only one (1) responsive submittal is received, the County reserves the right to award to the sole responsive offeror, negotiate pricing or terms with the sole responsive offeror as deemed appropriate, re-advertise the solicitation with or without modification, or elect not to proceed with the procurement.
3. If all responsive submittals exceed the County's budget for the procurement, the County reserves the right to negotiate pricing or terms with one or more responsive offerors as deemed appropriate, re-advertise the solicitation with or without modification, or elect not to proceed with the procurement.
4. The County may apply any applicable preferences in accordance with Section 16 and as permitted by law.
5. Prior to award, the County shall confirm that the selected firm is responsible, including verification of licensing, insurance, financial capacity, and compliance with applicable requirements.

Approval Authority:

1. Contract awards will be approved in accordance with Section 3.1 of this Manual, as applicable.
2. The requesting department is responsible for ensuring that the appropriate approval authority is obtained prior to contract execution.
3. Approval requirements may vary based on the type of procurement, funding source, or applicable law.

Award Process & Notice:

1. Once a recommendation for award has been determined based on the solicitation requirements and evaluation results, it will be submitted by the requesting department to the Purchasing Division through an Administrative Approval Request for approval in accordance with Section 3.1.
2. Upon approval, the Purchasing Division will issue a Notice of Intended Award or Notice of Award to the successful firm and notify all respondents, as applicable.
3. Any protest of an intended award or award decision shall be handled in accordance with Section 19 of this Manual.
4. The County shall apply all applicable preferences in accordance with Section 16 of this Manual and as permitted by applicable federal and state law and funding source requirements.
5. No work shall begin until the contract has been fully executed by the County and all required insurance, bonds, and other contract documents have been received, reviewed, and approved as compliant by the County. A Notice of Award does not authorize the start of work.

17.2 Contract Form. The County Attorney shall determine the form of contract documents. Standard legal documents shall be developed and maintained by the County Attorney. The approved standard legal documents may be used without additional legal review. A department shall not modify the approved standard legal documents without the approval of the County Attorney's Office.

17.3 Continuing Contract.

- A. A continuing contract may be used for:
 - 1. Professional services in accordance with Section 287.055, Florida Statutes for CCNA.
 - 2. Construction projects in which the estimated cost does not exceed the threshold set forth in Section 255.20, Florida Statutes.
 - 3. Study activities, provided the fee for each individual study does not exceed the threshold set forth in Section 287.055, Florida Statutes.
- B. Selection of continuing services vendors shall follow the same procedures as set forth above. The County may award multiple continuing contracts for a particular service. Compensation for each task order or work order shall be determined in accordance with the rates and terms established in the continuing contract. Costs not specifically addressed in the continuing contract may be negotiated as part of the task order or work order. Firms providing professional services under continuing contracts may not be required to bid against one another. Section 287.055(2)(g), Florida Statutes.
- C. All continuing contracts shall clearly set forth a defined term that does not exceed five (5) years, plus a ninety (90) day extension period if authorized by contract to allow for completion of services or re-bid process. Contract terms exceeding the aforementioned term require Board approval. Contracts utilizing FTA funds shall not exceed five (5) years.
- D. All continuing contracts shall clearly set forth a total maximum contract value. Such maximum value may be exceeded to allow for completion of a project or re-bid process if approved by the County Administrator and in accordance with a written amendment to the Contract.
- E. Task Orders should be utilized to assign specific work under continuing contracts for professional services. Services to be provided under any one Task Order must not exceed the dollar thresholds set forth in Sections 255.20 or 287.055, Florida Statutes, or as otherwise stated in the contract.
 - 1. The user department shall obtain a proposal from a contracted vendor, including costs based upon labor classifications, fully burdened rates, hours, material, other direct costs and indirect rates, and a copy of any subconsultant scope of work and fee proposal. If the contract was procured under CCNA, vendors may not be required to bid against each other.
 - 2. The Project Manager shall review proposed rates against those established in the continuing contract and prepare a Task Order that includes, at a minimum, the scope of services, cost, schedule, and any subconsultant scope of work and fee proposal. This review shall include verification that any subconsultant markups comply with the limitations set forth in the continuing contract.
- F. Work Orders should be utilized to assign specific work under continuing services contracts for construction work. Work to be provided under any one Work Order must not exceed the dollar thresholds set forth in Section 255.20, Florida Statutes,

or as otherwise stated in the contract.

1. The user department shall obtain proposals from all contracted vendors, unless otherwise specified. Proposals must include, at a minimum, quantities and unit rates, equipment and associated rates, labor hours and labor rates, other direct costs, applicable indirect rates, and subcontractor scope of work and fee proposals, if applicable.
2. Vendors shall have no less than ten (10) calendar days to submit a proposal to the requestor, unless an alternate deadline is approved in writing by County staff. Failure to submit a proposal by the deadline will be considered a no-bid for that work assignment. Failure to respond to three (3) consecutive requests for proposals may result in termination of the vendor's contract.
3. The Project Manager shall review proposals and compare proposed rates to those established in the vendor's continuing contract. Award shall be made to the vendor whose proposal is determined to be most advantageous, taking into consideration price and schedule for the proposed scope of work. The Project Manager shall review proposed rates against those established in the continuing contract and prepare a Work Order that includes, at a minimum, the scope of services, cost, schedule, and any subcontractor scope of work and fee proposal. This review shall include verification that any subcontractor markups comply with the limitations set forth in the continuing contract.
4. Work orders for specifically listed projects that exceed the dollar thresholds set forth in Section 255.20, Florida Statutes, must be consistent with the scope of work identified in the original solicitation.

- G. County contracted vendors under active County contracts or agreements shall be given the first right of refusal to perform any work that falls within their contracted scope of services, regardless of whether the value of the work is within the small purchase threshold. If a County contracted vendor is unable or unwilling to perform the required services, written documentation must be submitted to the Chief Procurement Officer or designee for approval before proceeding outside of the County contracted vendor pool.

17.4 Design-Bid-Build and Design-Build.

- A. The design-bid-build procurement method requires separate contracts for design services and for construction.
1. Design Services. Qualifications-based selection procedures (RFQ) shall be used for the procurement of professional services, in accordance with applicable federal, state and local laws and regulations.
 2. Construction. Sealed bidding procedures (RFB) shall be used for the procurement of construction services.
- B. Use of the design-build project delivery system requires Board pre-approval and shall comply with Section 287.055, Florida Statutes. For federally funded projects, the County must comply with 49 U.S.C. §5325(d).
1. To be eligible for Design-Build, a project must be complex in nature and have a total estimated cost of \$1,000,000 or greater.
 - i. Complexity may be demonstrated by factors such as unusual site conditions, extensive interdisciplinary coordination, accelerated schedules, innovative design requirements, significant technical

challenges, or the integration of new technologies or systems.

- ii. Prior to seeking Board approval for the use of the Design-Build method, approval must first be obtained from the County Administrator or their designee, and a written justification must be included in the project procurement file explaining how the project meets the required complexity and cost criteria.

17.5 Construction Manager at Risk.

- A. The CMAR project delivery method is a contract in which the County engages a Construction Manager to provide preconstruction and construction services, including delivering the project within a Guaranteed Maximum Price. The Construction Manager is responsible for the timely, efficient, and cost-effective completion of the project.
- B. Construction Management firms shall be procured in accordance with the requirements of the Consultants' Competitive Negotiation Act and applicable law.
 1. The County shall utilize a qualifications-based selection process (RFQ) in accordance with Section 16.9.C of this Manual to evaluate and rank firms based on qualifications. Compensation shall not be considered during the selection phase.
 2. The County shall negotiate and execute a preconstruction services agreement with the top-ranked firm. Preconstruction services may include, but are not limited to, cost estimating, scheduling, constructability review, and value engineering.
 3. During the preconstruction phase, the Construction Manager shall develop a GMP for the project. The County shall evaluate the GMP for fairness and reasonableness and may negotiate its terms and components.
 4. Upon acceptance of the GMP, the County may enter into a separate construction agreement, or amend the existing agreement, for construction phase services.
 5. If the County and the Construction Manager are unable to reach agreement on the GMP or related terms, the County may terminate negotiations and, in accordance with CCNA procedures, proceed to negotiate with the next highest-ranked firm or pursue other procurement options.
- C. Use of the CMAR project delivery system requires Board pre-approval and shall comply with Section 287.055, Florida Statutes. For federally funded projects, the County must comply with 49 U.S.C. §5325(d).
 1. To be eligible for CMAR, a project must be complex in nature and have a total estimated cost of \$1,000,000 or greater.
 - i. Under the CMAR method, complexity may be demonstrated by challenging site conditions, intensive coordination needs, fast-track schedules, innovative design or technical demands, integration of new systems, and the critical need for active cost management to maintain budget control.
 - ii. Prior to seeking Board approval for the use of the CMAR method, approval must first be obtained from the County Administrator or their designee, and a written justification must be included in the project procurement file explaining how the project meets the required

complexity and cost criteria.

17.6 Public-Private Partnerships (P3).

The County may solicit proposals or accept unsolicited proposals for public-private partnerships in accordance with Section 255.065, Florida Statutes, in accordance with the following:

A. Solicited Proposals

1. Solicited proposals shall be submitted in the format indicated in the solicitation.
2. Prior to the formal solicitation of a qualifying project, the proposed solicitation shall be approved by the Board in accordance with the Purchasing Manual. Staff shall present a detailed outline of the proposed qualifying project, the anticipated solicitation process, the project schedule, and the public interest anticipated to be addressed by the Public-Private Partnership Agreement.
3. The final form of any Comprehensive Agreement shall be submitted to Board of County Commissioners for its review and approval at a public meeting.

B. Unsolicited Proposals

1. A private entity submitting an unsolicited proposal shall precisely identify, as much as is practicable, all facilities, buildings, infrastructure, and improvements included in the unsolicited proposal. Martin County encourages private entities to incorporate innovative financing methods in their unsolicited proposal, such as facility use fees or other forms of payments, which may complement or substitute payments from the County.
2. All unsolicited proposal submissions must include an original hard copy of the proposal, an electronic copy (searchable PDF file format) on a flash drive or other similar electronic media, and the application fee. Unsolicited proposals may be hand-delivered, sent via U.S. Postal Mail, or sent via Express Mail to the Martin County Board of County Commissioners, Attn: Purchasing Division, 2401 SE Monterey Road, Stuart, FL 34996-3397.
3. The application fee for an unsolicited proposal is \$25,000, which must be paid by cashier's check, certified check or money order payable to the Martin County Board of County Commissioners. The County may request additional fees to cover the cost of review. If the County, in its sole discretion, elects not to evaluate the unsolicited proposal, the application fee will be returned to the proposer.
4. The County may request written clarifications for any unsolicited proposal submission, which must be promptly provided. The County will provide reasonable deadlines for submission of additional information. The private entity may request additional time for the submission of the information subject to the County Administrator's approval. Failure to meet the deadlines may result in rejection of the unsolicited proposal by the County.
5. The County is not liable for any costs incurred by the private entity in preparing, submitting, or presenting the unsolicited proposal.
6. Following the receipt of an unsolicited proposal, the County may opt to engage in a public bidding process and solicit proposals for the same or similar project. Alternatively, the County may elect to proceed without engaging in a public bidding process, proceed to negotiate with the private

entity, hold two duly noticed public hearings and publish the public interest determination in the Florida Administrative Register as required by Florida law.

17.7 Lease or Buy Decision.

- A. When making a "lease or buy" decision, the County must carefully evaluate the total cost of ownership versus the cost of leasing over the intended period of use. This analysis should include not only the upfront costs but also factors such as maintenance, operational costs, potential depreciation, and flexibility for future needs. A lease may offer advantages in terms of lower initial outlay and easier upgrades, while buying could be more cost-effective in the long term if the asset is expected to be used extensively or retained for its full useful life. Each decision should be guided by a thorough financial analysis and align with the County's long-term strategic goals.

17.8 Revenue Generating Contracts.

- A. Revenue generating contracts where the anticipated revenue generated for the vendor is \$35,000 or less per fiscal year shall be based on three (3) written or internet quotes. Departments must provide a good faith estimate with supporting justification for the vendor's anticipated revenue. Specifications provided to the vendors must be complete, identical, accurate and unambiguous. Evaluation and recommendation for award should be based on quotation that includes the best price, quality, delivery, service, past performance, and reliability. Preference shall be given to Local Businesses and American Businesses except when prohibited by federal or state law or other funding sources.
- B. Revenue generating contracts where the anticipated revenue generated for the vendor is greater than \$35,000 per fiscal year shall be made in accordance with Section 16 of the Martin County Purchasing Manual.

SECTION 18 REJECTION OF SUBMITTALS

18.1 All bids may be rejected only when:

- A. All bids exceed the budgeted amount; and/or
- B. There are no responsive bidders; and/or
- C. There are no responsible bidders; and/or
- D. The project is abandoned; and/or
- E. The specifications, scope and/or terms and conditions require substantial revisions for purposes of re-bidding; and/or
- F. There is an irregularity in the bid process; and/or

- G. The submittals received do not meet the minimum requirements of the Consultants' Competitive Negotiation Act pursuant to Section 287.055, Florida Statutes; and/or
- H. It is in the County's best interest to do so.

SECTION 19

BID PROTEST PROCEDURE

- 19.1** Any protest relating to the contents of a solicitation must be made by a formal written protest within three (3) calendar days from the time the aggrieved person knew, or should have known, of the facts giving rise to the protest, and in any case, at least twenty-four (24) hours prior to the bid opening. All such formal written protests must be filed with the Purchasing Division no later than 5:00 p.m. EST on the third day.
- 19.2** Any unsuccessful bidder (the "Appellant") who is allegedly aggrieved in connection with the bid solicitation, a determination that a bid, proposal or response is non-responsive, a determination that a bidder, proposer, or respondent is non-responsible, or the proposed award of a contract by the County, may file a formal written protest with the County provided the Appellant complies, as a condition precedent to consideration of such protest, with the following procedures:
 - A. The formal written protest must be filed with the Purchasing Division, no later than 5:00 p.m. EST, within seven (7) calendar days after the Appellant is made aware of the intent to award the contract by e-mail or when the Purchasing Division posts the notice of recommendation or intent to award the contract on the County's website and/or third-party bidding website.
 - B. If the Board or the County Administrator or designee chooses not to accept the recommendation of award and awards the contract to an alternate, a formal written protest may be filed in accordance with this procedure by the entity originally recommended for award no later than 5:00 p.m. EST, within seven (7) calendar days after the Purchasing Division posts the notice of award on the County's website and/or third-party bidding website.
 - C. The formal written protest shall contain, at a minimum, the following information:
 - 1. Bid Project identification and title;
 - 2. The name and address of the Appellant and the title or position of the person submitting the bid protest;
 - 3. A statement describing, in detail, all of the issues being protested and the reasons the award of the contract should not be made as proposed by the County;
 - 4. A statement describing in detail how the issues being protested adversely affect the Appellant's bid submitted to the County;
 - 5. A statement describing the relief sought by the Appellant; and
 - 6. Such other information as the Appellant deems to be material.
 - D. The Appellant shall provide such additional information requested by the County, which it deems pertinent to the consideration of the protest. The formal written protest shall identify all of the issues and arguments which support the Appellant's claim that the award of the contract should not be made as proposed by the County.

Any and all subsequent appeals of the decision rendered upon the protest shall be limited solely to the issues and arguments set forth therein and shall not include any new or additional issues or arguments.

- E. As a condition precedent to any consideration of the written protest, the Appellant must post with the County a security in the form of a cashier's check, certified check, or money order (the "Protest Security") made payable to the Martin County Board of County Commissioners ("Board"). The amount of the Protest Security shall be 5% of the Appellant's bid, up to a maximum of \$25,000. For a solicitation for which no price is required, where the bid was for a percentage discount or markup, or where the contract lists a not-to-exceed value, the Protest Security shall be \$5,000. Protest Security for protests relating to determinations that a bidder is non-responsible or that a bid is non-responsive shall also be \$5,000. The Chief Procurement Officer will deposit and hold the Protest Security until a final determination is made on the protest.
- F. With receipt of the formal written protest and the Protest Security, the Chief Procurement Officer will review the protest and, if the protest is not resolved by mutual agreement, render a decision. If the Appellant does not accept the decision of the County's Chief Procurement Officer, the Appellant may submit a formal appeal to the County Administrator. The written appeal must be submitted to the Purchasing Division no later than 5:00 p.m. EST, within three (3) business days of the Appellant's receipt of the Chief Procurement Officer's decision.
- G. The County Administrator will review the protest and issue a final decision. If the County Administrator's decision is in favor of the Appellant on the written protest (which includes the decision to reject all of the bids), the full amount of the Protest Security will be returned to the Appellant. If the decision is not in favor of the Appellant on the written protest, the County will return the Protest Security to the Appellant within thirty (30) days of the decision after deducting the expenses incurred by the County in processing the formal bid protest and appeal. No award will be made of the contract while a protest or appeal is pending before the County, unless the County Administrator deems the procurement to be an emergency.
- H. The County will not consider any appeal unless the Appellant complies with this procedure. Neither the County nor its employees will be liable for any costs, expenses or damages incurred by the Appellant as a result of the bid protest procedure, including but not limited to: attorney fees, loss of income, bid proposal preparation costs or bid protest costs.

19.3 A formal written protest is considered filed with the County when the Purchasing Division receives the written protest by hand delivery or email or when postmarked if delivered by U.S. Postal or Express Mail. Accordingly, a protest is not timely filed unless it is received within the timeframe specified under this Section 19.

- A. Formal written protests may be submitted via hand delivery, U.S. Postal Mail or express mail, or e-mail as follows:
 - 1. Hand Delivery: Martin County Board of County Commissioners, Attn: Purchasing Division, 2401 SE Monterey Road, Stuart, FL 34996

2. U.S. Postal Mail or Express Mail: Martin County Board of County Commissioners, Attn: Purchasing Division, 2401 SE Monterey Road, Stuart, FL 34996
3. Email: pur_div@martin.fl.us

- 19.4** All communications by Appellant or anyone acting on behalf of Appellant regarding the bid protest must be directed to the Chief Procurement Officer. Appellants and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, including but not limited to, contacting any County Commissioner, official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested. This restriction shall begin with the filing of the protest and end upon the final disposition of the protest. Failure to adhere to the prohibitions herein may result in the rejection of the protest without further consideration.
- 19.5** In computing time periods to determine deadlines to act within this section, the following rules apply:
- A. Begin counting from the next day that is not a Saturday, Sunday or County-recognized holiday;
 - B. Count every day, including intermediate Saturdays, Sundays and County-recognized holidays;
 - C. Include the last day of the period, but if the last day is a Saturday, Sunday or County-recognized holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or County-recognized holiday;
 - D. County-recognized holiday means any holiday that falls on a weekday in which the County has closed its administrative operations; and
 - E. For business days, count all days except Saturdays, Sundays and County-recognized holidays.

SECTION 20

AUTHORIZATION TO DEBAR VENDOR

The Chief Procurement Officer, after consultation with the County Attorney, may debar for cause the right of a vendor, contractor or subcontractor to be included in the renewal of an existing contract or any solicitation process; and any bid, proposal, submittal, or quote received from that vendor, contractor or subcontractor shall be rejected. The following is the procedure for the debarment of vendors. Debarment means that a vendor is prohibited from submitting bids or proposals to perform or otherwise contract with the County.

20.1 Causes for Debarment.

- A. Charged with, convicted of, or entry of a plea of guilty, no contest or nolo contendere for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in performance of such contract. If charges are dismissed or the vendor, contractor or subcontractor is found not

guilty, the debarment shall be lifted automatically upon written notification and proof of final court disposition. However, nothing herein shall preclude the Chief Procurement Officer from imposing an additional debarment following said dismissal or finding of not guilty where the Chief Procurement Officer determines that debarment is otherwise supported by the Purchasing Ordinance and/or Manual.

- B. Charged with, convicted of, or entry of a plea of guilty, no contest or nolo contendere or conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor. If charges are dismissed or the vendor, contractor or subcontractor is found not guilty, the debarment shall be lifted automatically upon written notification and proof of final court disposition. However, nothing herein shall preclude the Chief Procurement Officer from imposing an additional debarment following said dismissal or finding of not guilty where the Chief Procurement Officer determines that debarment is otherwise supported by the Purchasing Ordinance and/or Manual.
- C. Charged with, convicted of, or entry of a plea of guilty, no contest or nolo contendere or conviction under state or federal anti-trust statutes arising out of submission of bids or proposals. If charges are dismissed or the vendor, contractor or subcontractor is found not guilty, the debarment shall be lifted automatically upon written notification and proof of final court disposition. However, nothing herein shall preclude the Chief Procurement Officer from imposing an additional debarment following said dismissal or finding of not guilty where the Chief Procurement Officer determines that debarment is otherwise supported by the Purchasing Ordinance and/or Manual.
- D. Commission of any fraud or misrepresentation in connection with a solicitation or any misrepresentation of fact upon which the County has based a decision, including, but not limited to a misrepresentation by a vendor, contractor or subcontractor on a small business application, or a local preference affidavit.
- E. Violation of a County Ordinance.
- F. Any egregious behavior, including repeated combative and disrespectful communications, directed at the County's staff.
- G. Violation of provisions of contracts as follows:
 - 1. Failure without good cause to perform in accordance with specifications or within the time limits provided in the contract;
 - 2. Failure to fully comply with the conditions, specifications or terms of a contract with the County, including, but not limited to the unilateral withdrawal of a bid, quote, submittal, or proposal that has been received from the recommended awardee;
 - 3. Abandonment of contract;
 - 4. Failure to pay a contractor, sub-contractor, or material provider as required by a lawful contractual agreement, Florida Statutes, or other applicable laws;
 - 5. Refusal to accept an addendum, agreement, or contract, or to perform thereon provided such addendum, agreement, or contract was issued timely

and in conformity with the bid or solicitation received; however, a refusal to renew or extend, and where such renewal, extension, or option to renew or extend where such renewal, extension, or option requires the mutual consent of the parties pursuant to the terms of the applicable agreement or contract, shall not be deemed a violation of this provision;

6. A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts within the previous three (3) years, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor, shall not be considered a basis for Debarment;
7. Refusal to enter into a contract with the County by failing to provide bonds, insurance, or other required certificates within the time periods as specified in bid/RFP/RFQ response;
8. Refusal to accept a PO, agreement or contract, or to perform thereon provided such order was issued timely and in conformance with the offer received;
9. Presence of principals or corporate officers in the business or concern who were principals within another business at the time when the other business was suspended within the last three (3) years under the provisions of this section;
10. Violation of the ethical standards set forth in state law;
11. Providing anything of value, including but not limited to, a gift, loan, reward, promise of future employment, favor or service to any employee to influence the award of contract or purchase of items from a contract; or
12. Any other cause the Chief Procurement Officer determines to be so serious and compelling as to affect the credibility as a County vendor, including debarment by another government entity for any cause listed in this section.

H. Subcontractors. It is the responsibility of the prime contractor to ensure that the same provisions set forth for the prime contractor are passed to the subcontractors. It is the responsibility of the prime contractor to have subcontractors sign documentation that they understand and list debarments. The prime contractor shall follow the same process as the County in debarment of subcontractors.

20.2 Contractor/Consultant Evaluation Form. Upon completion of any services, the department shall document exceptional performance, substandard contractor performance, or any other reason for debarment as noted above (utilizing the County's evaluation form template). The completed evaluation form shall be submitted to the vendor upon final payment and a copy provided to the Purchasing Division.

A. Vendors who receive an overall "poor" rating on a County project or contract will be deemed "non-responsible" for future bid opportunities. To regain eligibility, the vendor must demonstrate successful completion of no fewer than three (3) comparable projects or contracts with other counties or municipalities after the date of the poor evaluation. It will be at the sole discretion of the County to determine whether the referenced projects meet the required criteria and whether they were successfully completed, based on reference checks and other due diligence.

20.3 Recommended Decision. The Chief Procurement Officer shall issue a notice letter which advises a vendor that recommendation will be made to the County Administrator to debar.

The notice shall state the reasons for the action taken and inform the vendor of its rights to an appeal to the County Administrator.

20.4 Appeals to County Administrator.

- A. Any person dissatisfied or aggrieved with the notification of the Chief Procurement Officer's determination regarding a debarment must, within ten (10) calendar days of such notification, appeal the determination in writing in accordance with the hearing procedures contained in the section.
- B. Upon receipt of the request for hearing, the County Administrator shall give all parties prior notice of a hearing date and time at least five (5) days before the hearing date. The vendor shall be given the opportunity at such hearing to demonstrate why the recommendation of the Chief Procurement Officer should be denied.
- C. The County Administrator shall render a written decision within thirty (30) days of the hearing. Any decision to debar a contractor shall be in effect for a period not to exceed three (3) years.

20.5 Appeals to the Board of County Commissioners. An aggrieved party may appeal the decision of the County Administrator to the Board. The debarment shall be in effect pending the result of the appeal. The appeal shall be filed within ten (10) days of the notification of the written decision by the County Administrator. The Board's decision to affirm the debarment of any person or business shall be final and conclusive unless the debarred person/business files a timely appeal of the Board's decision pursuant to the Florida Rules of Appellate Procedure.

20.6 Reinstatement. A person or corporation may be reinstated to do business with the County under the following conditions:

- A. Discovery of new and material evidence not previously available;
- B. Dismissal of indictment or reversal of conviction; or
- C. Bona fide change in ownership or management sufficient to justify a finding of present responsibility.

The request for reinstatement shall be forwarded in writing to the Chief Procurement Officer. The County Administrator shall determine whether to reinstate based on written submission of evidence to the above referenced office, without further hearing. Upon consideration of the written submission and any recommendation from the Chief Procurement Officer, the County Administrator shall render the decision in writing within thirty (30) days from the receipt of a recommendation from the Chief Procurement Officer. The decision of the County Administrator may be appealed to the Board as provided in this Section.

SECTION 21 RECEIVING OF GOODS

21.1 Receiving and Inspection.

- A. It shall be the responsibility of each department to designate an individual to inspect all products or services upon receipt to ensure compliance with the specifications set forth in the purchase order. The inspection shall include verification of proper quantities, quality, condition (including absence of damage), and timeliness of delivery. The receiving individual shall have access to a copy of the PO for verification purposes. Any deviations shall be documented and promptly reported to the vendor and the Purchasing Division.
- B. Signing a delivery slip or bill of lading does not constitute final acceptance of an order. Any discrepancies or issues with an order shall be documented and reported to the Purchasing Division as soon as practicable. The requesting department shall coordinate with the vendor, in conjunction with Purchasing as appropriate, to resolve such issues. Prompt notification to the vendor and/or freight carrier is required to preserve available remedies. If an item is delivered damaged, the receiving party shall protect the item and all packaging from further damage and make them available for inspection by the vendor and/or freight carrier.
- C. Materials, equipment or supplies shall be inspected upon receipt, and when practicable, in the presence of the vendor or shipper. Inspection shall include, at a minimum:
 - 1. Verification of the correct quantities and units of issue;
 - 2. Verification of PO number;
 - 3. Verification of pricing;
 - 4. Inspection for damage or defects;
 - 5. Verification that all items meet the specifications or description defined in the PO;
 - 6. Verification of correct vendor;
 - 7. All packages shall be checked against the Bill of Lading;
 - 8. Notation of any damage or discrepancies on the bill of lading and receiving documentation;
 - 9. Signature of the individual performing the receiving and inspection.

If the inspection cannot be completed at the time of delivery, the notation "Subject to Inspection" shall be recorded on the bill of lading.

- D. When goods, materials, or supplies fail to meet inspection criteria or are damaged upon receipt, the receiving or requesting department shall immediately refuse the order. If the vendor or shipper is not on site, the receiving or requesting department shall contact the vendor to arrange shipment return and replacement. If a vendor has two deliveries refused, the department will coordinate corrective action with Purchasing.

21.2 Testing. Any department or the Purchasing Division may require testing of samples submitted with bids and/or samples of deliveries to determine their quality and conformance with specifications. This testing may be conducted by the laboratory facilities

of any agency of the County or of any outside laboratory. Sometimes where testing regularly is required (such as asphalt) the Chief Procurement Officer may request the services of an outside testing firm be placed under contract to conduct the testing.

SECTION 22 FIXED ASSETS INVENTORY

- 22.1** In accordance with Chapter 274, Florida Statutes, tangible personal property owned by the County including property under the custodianship of the departments of the Board of County Commissioners, Clerk of Circuit Court, Property Appraiser, Supervisor of Elections and Tax Collector and properties leased by the County as outlined in individual leases, with a value or cost of \$5,000 or more, and a projected useful life of one (1) year or more, shall be recorded in the County's financial system as property for inventory purposes.

Items with a value of \$1,000 or greater may be deemed a fixed asset and affixed with a County inventory tag.

The department and/or Constitutional Officer shall be responsible for notifying the Purchasing Division when purchasing a fixed asset so that the item may be affixed with a County inventory tag.

- 22.2 Annual Inventory.** Each Constitutional Officer and/or Department Director shall appoint a department custodian that will work with Purchasing Division staff to account for all fixed assets on an annual basis.

- A. Should an asset be deemed missing, it shall be the responsibility of the department custodian to attempt to locate the asset.
- B. If an asset cannot be located, the department custodian shall file and submit a police report to the Purchasing Division.

- 22.3 Disposal.** When a fixed asset is no longer needed or not working, a Fixed Asset Disposition form must be completed, signed and sent to the Purchasing Division. Technology related items such as computers, printers and peripherals must be authorized for disposal by the Information Technology Services Chief Information Officer.

- A. The department custodian shall not discard fixed assets without permission from the Chief Procurement Officer. A police report shall be filed for all lost, stolen or missing fixed assets.
- B. The disposal of any fixed asset shall be approved by the County Administrator.
- C. The Purchasing Division shall dispose of the surplus property in the following order of precedence (from highest to lowest priority):
 - 1. If the property has no value or the value does not exceed handling, storage and selling costs, the item may be sold, donated, recycled or discarded, as appropriate.
 - 2. If value of the property exceeds handling, storage and selling costs, advertise the availability of the property first to the County, then for sale, competitively, through the most appropriate medium.

3. If the property is offered for sale and no acceptable bids are received, the County may donate the item to a private, nonprofit agency as defined in Section 273.01, Florida Statutes.
4. The Department Director may choose to use the item as a “trade-in” when purchasing new equipment if doing so is in the best interest of the County.
5. Martin County employees are prohibited from directly or indirectly purchasing County property through the surplus auction process.

22.4 Disposal of Property Purchased with Grant Funds. Proceeds from property purchased with grant funds shall be deposited in accordance with the requirements of the original grant agreement. Proceeds from disposal of property purchased with FTA funds in the amount of \$5,000 or greater shall be returned to the FTA.

22.5 Transfer. Fixed assets may be transferred from department to department through completion of a Fixed Asset Disposition form with approval of both the transferring and receiving Department Directors.

22.6 County health department property. In accordance with Section 274.11, Florida Statutes, property purchased by County health departments established pursuant to the provisions of Chapter 154, Florida Statutes, whether purchased with federal, state or county funds, or any combination thereof, shall be vested in the Board of County Commissioners of the County where said county health department is located and shall be accounted for in accordance with the provisions of this chapter.

22.7 Transit Vehicles and Fixed Assets. Rolling stock, bus shelters, and other equipment used in the provision of public transit service shall be acquired and monitored in accordance with the Transit Vehicles and Fixed Asset policy. Questions concerning interpretation of the policy are to be referred to the Transit Administrator.

22.8 Other Governmental Units or Private Nonprofit Agencies. In accordance with Chapter 274, Florida Statutes, the County may offer surplus property to other governmental units in the County for sale or donation or may offer the property to private nonprofit agencies as defined in Section 273.01(3), Florida Statutes, by sale or donation. The cost of transferring the property shall be paid by the governmental unit or the private nonprofit agency purchasing or receiving the donation of the surplus property.

SECTION 23

SUPPLEMENTAL POLICIES & PROCEDURES FOR FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDED PROCUREMENTS

23.1 General Requirements.

- A. Purchases funded in whole or in part with Federal Transit Administration (FTA) assistance shall comply with applicable federal requirements, including 49 U.S.C. Chapter 53; 2 C.F.R. Parts 200 and 1201; applicable provisions of 49 C.F.R.; the terms and conditions of the federal award; the FTA Master Agreement; and applicable FTA circulars and guidance.
- B. References in this Section to federal statutes, regulations, FTA circulars, the FTA Master Agreement, and other federal requirements mean such authorities as amended, supplemented, renumbered, or superseded from time to time, to the

extent applicable to the procurement. The County shall comply with the requirements in effect and applicable to the particular federal award and procurement.

- C. FTA circulars and other agency guidance shall be applied to the extent applicable and consistent with controlling federal statutes, regulations, and the terms and conditions of the federal award. In the event of a conflict, controlling federal law, regulation, or the terms and conditions of the federal award shall govern.
- D. The requirements of this Section supplement the other provisions of this Manual. Except where a different or additional federal requirement applies, FTA-funded procurements shall be conducted in accordance with the procurement procedures established elsewhere in this Manual.

23.2 Competition and Procurement Standards.

- A. All FTA-funded procurement transactions shall be conducted in a manner providing full and open competition. The County shall not engage in practices that unduly restrict competition, including, but not limited to:
 - 1. Imposing unreasonable requirements on firms in order for them to qualify to do business;
 - 2. Requiring unnecessary experience or excessive bonding;
 - 3. Permitting noncompetitive pricing practices between firms or affiliated companies;
 - 4. Making a noncompetitive award to a consultant on a retainer contract for work not covered by the retainer contract;
 - 5. Allowing organizational conflicts of interest or unfair competitive advantages;
 - 6. Specifying only a brand-name product without allowing an equal product and identifying the salient characteristics required of an equal product;
 - 7. Using unnecessarily restrictive specifications;
 - 8. Using prohibited State or local geographic preferences; or
 - 9. Taking arbitrary action in the procurement process.
- B. Solicitations shall contain a clear and accurate description of the technical requirements and shall identify all requirements that bidders or offerors must fulfill and the factors to be used in evaluating bids or proposals.
- C. The County shall review proposed procurements to avoid the acquisition of unnecessary or duplicative items and shall consider, when appropriate, consolidating or separating procurements, lease-versus-purchase alternatives, and other methods of obtaining the most economical acquisition.
- D. No procurement shall be divided or otherwise structured for the purpose of avoiding an applicable procurement threshold or competition requirement.
- E. Standards of conduct and conflict-of-interest requirements for FTA-funded procurements shall be governed by Sections 4 and 6 of this Manual and applicable federal requirements. Organizational conflicts of interest shall be identified and avoided, neutralized, or mitigated before contract award.

23.3 Pre-Procurement.

- A. Prior to solicitation, the County shall determine and document the appropriate procurement method and contract type based upon the nature, value, and circumstances of the acquisition.
- B. An independent cost estimate shall be prepared before receipt of bids or proposals

for procurement actions exceeding the Federal Simplified Acquisition Threshold and in any other circumstance required by applicable federal requirements. The estimate may be based upon engineering or technical estimates, published or historical pricing adjusted as appropriate, market research, independent third-party estimates, or other reliable information.

- C. Architectural and engineering services subject to 49 U.S.C. § 5325(b) shall be procured using qualifications-based selection procedures consistent with the Brooks Act and applicable State law. Price shall not be used as an evaluation factor when qualifications-based selection is federally required.
- D. Noncompetitive procurement may be used only when permitted by 2 C.F.R. § 200.320 or other applicable federal requirements. The procurement file shall document the circumstances supporting the noncompetitive procurement and the required cost or price analysis.
- E. FTA funds may be used under a cooperative procurement, assigned contract, contract option, or other government contract only when the County documents compliance with applicable federal requirements, including competition, scope, assignability, reasonably foreseeable quantities, required federal provisions, price reasonableness, contractor eligibility, and the prohibition against cardinal changes.

23.4 Procurement and Award.

- A. The County shall use an authorized procurement method consistent with 2 C.F.R. § 200.320 and applicable FTA requirements.
 - 1. Micro-purchases may be made without soliciting competitive quotations when the County determines the price to be reasonable. To the extent practicable, micro-purchases shall be distributed equitably among qualified suppliers.
 - 2. Simplified acquisition procedures may be used when permitted by the applicable federal threshold. Price or rate quotations shall be obtained from an adequate number of qualified sources.
 - 3. Sealed bidding may be used when complete, adequate, and realistic specifications are available; two or more responsible bidders are willing and able to compete effectively; a firm-fixed-price contract is appropriate; and award can be made principally on price.
 - 4. Competitive proposals may be used when sealed bidding is not appropriate. The solicitation shall identify the evaluation factors and their relative importance, proposals shall be solicited from an adequate number of qualified sources, and the County shall use a documented method for evaluating proposals.
 - 5. Noncompetitive procurement shall comply with subsection 23.3.D.
- B. Contracts shall be awarded only to responsible contractors possessing the ability to successfully perform the contract. The County shall consider, as applicable, contractor integrity, compliance with public policy, past performance, financial and technical resources, personnel and equipment, ability to meet the required schedule, applicable licensing and bonding, and legal eligibility to contract.
- C. Prior to entering into a covered transaction, the County shall verify that the contractor is not suspended, debarred, or otherwise excluded from participation in federal programs through SAM.gov or another federally authorized method and shall maintain evidence of the verification.
- D. The County shall perform a cost or price analysis for each procurement action,

including contract modifications, exceeding the Federal Simplified Acquisition Threshold and whenever otherwise required by applicable federal requirements. The analysis shall be appropriate to the circumstances and shall support a determination that the price is fair and reasonable.

- E. When a cost analysis is required, profit shall be negotiated as a separate element of price when required by federal regulation. Cost-plus-a-percentage-of-cost and percentage-of-construction-cost methods of contracting are prohibited.
- F. Each solicitation and contract shall contain all federal clauses, provisions, certifications, and flow-down requirements applicable to the procurement based upon its type, value, funding source, and subject matter. Applicable requirements include those contained in 2 C.F.R. Part 200, Appendix II; the FTA Master Agreement; applicable FTA regulations; and other governing federal requirements.
- G. The County shall maintain a current process, template, checklist, electronic control, or other mechanism sufficient to identify and incorporate applicable federal contract provisions and certifications. Such administrative materials are not exhibits to this Manual and may be updated administratively to remain consistent with applicable federal requirements.

23.5 Special Federal Requirements.

- A. FTA-funded procurements shall comply with all special federal requirements applicable to the particular acquisition, including, as applicable:
 - 1. FTA Buy America requirements under 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661;
 - 2. Build America, Buy America requirements;
 - 3. Davis-Bacon Act and Copeland Anti-Kickback Act requirements;
 - 4. Contract Work Hours and Safety Standards Act requirements;
 - 5. Bonding requirements;
 - 6. Disadvantaged Business Enterprise requirements under 49 C.F.R. Part 26;
 - 7. Domestic preference and recovered-material requirements;
 - 8. Restrictions concerning prohibited telecommunications and video surveillance equipment or services; and
 - 9. Other requirements imposed by applicable federal law, regulation, or the federal award.
- B. Required certifications, determinations, approvals, and waivers shall be obtained as applicable and retained in the procurement file.
- C. FTA-funded rolling stock procurements shall comply with applicable Buy America, bus testing, pre-award and post-delivery audit, purchaser's requirements, resident inspector, contract-period, quantity, and option requirements. Required certifications, reports, audits, and supporting documentation shall be completed and retained in the procurement file.
- D. For FTA-assisted construction or facility improvement contracts exceeding the Federal Simplified Acquisition Threshold, the County shall obtain the bid guarantees and performance and payment bonds required by applicable federal requirements unless an authorized alternative applies.

23.6 Contract Administration.

- A. The County shall maintain a contract administration system sufficient to ensure that

contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders and applicable federal requirements.

- B. Contract administration shall include, as applicable, monitoring contractor performance, deliverables, schedules, invoices, required insurance and bonds, contract submittals, compliance with federal requirements, acceptance of goods or services, and contract closeout.
- C. Contract modifications and change orders shall be reviewed and documented before execution. For modifications exceeding the Federal Simplified Acquisition Threshold, the County shall prepare an independent cost estimate and perform the required cost or price analysis before execution.
- D. The procurement file shall document the reason and scope of a modification, the contractor's proposal when applicable, negotiations, required approvals, the effect upon contract price and performance period, and the executed modification.
- E. A modification outside the scope of the original competition shall not be treated as an in-scope change and may require a new procurement or a properly justified noncompetitive procurement. Cardinal changes or "tag-ons" that materially alter the original competed contract or improperly add quantities, property, services, or work beyond the scope of the original competition are prohibited.
- F. Time-and-materials contracts may be used only after the County determines that no other contract type is suitable. The contract shall contain a ceiling price that the contractor exceeds at its own risk, and the County shall provide appropriate oversight of contractor performance and costs.
- G. Contract options shall be based upon reasonably foreseeable needs and shall be evaluated as part of the original procurement when required. Prior to exercising an option, the County shall determine that the option complies with the contract and applicable federal requirements and that the option price is fair and reasonable when such determination is required.

23.7 Procurement History and Records.

- A. The County shall maintain records sufficient to detail the history of each FTA-funded procurement. The extent of documentation shall be appropriate to the procurement method, size, complexity, and risk.
- B. The procurement file shall include, as applicable:
 - 1. The rationale for the procurement method and contract type;
 - 2. The independent cost estimate;
 - 3. Solicitation and competition documentation;
 - 4. Bids, proposals, quotations, and evaluations;
 - 5. The basis for contractor selection or rejection;
 - 6. Responsibility and federal eligibility determinations;
 - 7. Required conflict-of-interest documentation;
 - 8. Cost or price analysis and the basis for determining the price fair and reasonable;
 - 9. Noncompetitive procurement justification, when applicable;
 - 10. Required federal clauses, certifications, determinations, and approvals;
 - 11. The executed contract or purchase order;
 - 12. Contract modifications, change orders, and options;
 - 13. Contract administration and contractor performance documentation; and
 - 14. Contract closeout documentation.
- C. Procurement and contract records may be maintained electronically. No particular

exhibit, checklist, or County form is required unless otherwise required by applicable law, regulation, the federal award, or County administrative procedure.

- D. Records shall be retained in accordance with Section 7.3 of this Manual and applicable federal requirements.

23.8 Revenue Contracts.

- A. When access to FTA-assisted property creates a limited revenue-producing opportunity for which multiple potential competitors exist, the County shall use a competitive process that provides interested parties an equal opportunity to compete.
- B. When substantially equivalent opportunities are available to all similarly situated parties and access is not limited, competition is not required solely because a revenue agreement is involved.
- C. The County shall document the basis for the method used and how applicable competition requirements were satisfied.

23.9 Protest Procedures.

- A. Protests involving FTA-funded procurements shall be processed in accordance with Section 19 of this Manual and applicable FTA requirements.
- B. The County shall maintain documentation of protests and their disposition and shall provide notice or information to FTA when required by applicable federal requirements.

23.10 Subrecipient Oversight. When the County provides FTA financial assistance to a subrecipient that conducts third-party procurements, the County shall monitor the subrecipient's procurement activities for compliance with applicable federal requirements. The County shall document its oversight and require corrective action when deficiencies are identified.

23.11 Administration. The County may establish and periodically update administrative procedures, forms, templates, checklists, contract-clause resources, electronic workflows, and other internal controls necessary to implement this Section. Such administrative materials are not incorporated as exhibits to this Manual and may be updated without amendment of this Manual, provided they remain consistent with this Section and applicable federal requirements.