

3. Dependent Special Districts. This manual shall apply to procurement transactions solicited or entered into by the County on behalf of dependent special districts.

4. Revisions. The Purchasing Manager shall review this manual on an annual basis to determine if revisions are needed. Revisions may be made at the direction of the County Administrator upon recommendation of the Purchasing Manager. Any substantial and material revisions shall be approved by the Board.

D. Waiver of Requirements of the Manual. The Board may waive the requirements of this manual, or any related technicalities or irregularities, when it is in the best interests of the County to do so. This waiver may be made before or after completion of the procurement transaction. The County Administrator and Purchasing Manager may also waive the requirements for procurement within their award authority.

E. Waiver of Technicalities and Irregularities. The Board may waive any technicalities or irregularities relating to compliance with the requirements of this manual when it is in the best interests of the County to do so. This waiver may be made before or after completion of the procurement transaction.

F. Limited Authority of the Purchasing Manager. The Purchasing Manager shall be authorized to procure commodities and services up to \$35,000, without competitive selection, unless otherwise required by applicable state or federal law; provided, however, that nothing herein shall require the Purchasing Manager to exercise such authority.

G. Limited Authority of the County Administrator. The County Administrator shall be authorized to procure commodities and services up to \$75,000, without competitive selection, unless otherwise required by applicable state or federal law; provided, however, that nothing herein shall require the County Administrator to exercise such authority. The County Administrator is authorized to procure planning or study activity services obtained pursuant to the Consultants' Competitive Negotiation Act, F.S. 287.055 up to \$35,000.

H. Indemnification. All contracts for services or public works projects (other than construction contracts), and any other contracts deemed necessary by the County Administrator or the Board, shall provide that the contractor or vendor shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the contractor (or vendor), or its employees, agents, subcontractors, or other persons or entities performing work under the contract. CONSTRUCTION CONTRACTS SHALL INCLUDE THE INDEMNIFICATION PROVISION SET FORTH IN SECTION 4.4 BELOW.

I. Insurance Requirements. Contracts shall contain requirements for the protection of the County through sufficient insurance as specified by the Risk Management Division, which shall approve the insurance requirements contained in the bid documents. Upon award, the Risk

Management Division shall review certificates of insurance, approving those which comply with the requirements of the bid documents. Non-approved certificates of insurance shall be returned to the Purchasing Division with a statement of the reasons for non-approval and instructions on how the certificate may be corrected. Insurance requirements shall be met prior to final execution of the contract by the Chairman of the Board, or the County Administrator or the Purchasing Manager. The Originating Department, Purchasing Division and the Risk Management Division shall not allow any contract to continue without proper insurance in effect. Work to be authorized by purchase order must also meet the insurance requirements dictated by the Administrative Policy and Risk Management.

J. Bid Bond.

1. A bid bond or alternative bid security must accompany each bid exceeding \$35,000, unless such requirement is waived by the County. A bid bond must be properly executed by the bidder and by a qualified surety. Alternative bid security must be in the form of a certified check or cashier's check issued by a bank authorized to do business in the State of Florida. The bid bond or security shall be in the amount of not less than five percent (5%) of the total amount of the bid, and shall be payable to the Indian River County Board of County Commissioners. Any failure or refusal by the bidder to honor the bid after opening shall be deemed to be a breach of the bidder's obligations. In such event, the bid bond or security shall be immediately payable to the County as liquidated damages, and not as a penalty.

2. Failure to supply the required bid bond or security at the time of the bid opening shall automatically disqualify the bidder as non-responsive to the bid requirements.

K. Sole Discretion. Any decision, waiver, exercise of judgment or interpretation required or permitted by this manual, or the application of this manual, by the County or any County official shall be deemed to be made in the sole and absolute discretion of the County or the official, and shall be final and binding upon all affected parties.

L. Contract Renewal or Extension. Renewal or extension of any contract shall be at the sole discretion of the County. No supplier of commodities or services shall have a legal right to renewal or extension of any contract.

M. Contracts or Purchase Orders Entered into in Violation of this Manual. Any contract, purchase order, or other commitment entered into by a County employee or department in violation of this manual shall be null and void; ~~provided, however, that the Board may waive the requirements of this manual, or any technicalities or irregularities relating to compliance with the requirements of this manual, when it is in the best interests of the County to do so.~~

N. Nondiscrimination, Equal Employment Opportunity and Americans with Disabilities Act. Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall



**BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA**

Purchasing Policies and Procedures

Manual Updated ~~December 20, 2022~~ March 28, 2023

2. REQUISITION, PURCHASE ORDER AND RECEIVING GUIDELINES

2.1 AUTHORITY

No County employee has the authority to purchase or commit public funds toward the purchase of commodities or services without first complying with the appropriate requisition and procurement procedures. Purchase Orders will not be issued “after the fact” without sufficient justification and explanation, at the Purchasing Manager, County Administrator or Board’s discretion.

2.2 PURCHASE REQUISITIONS

All requests for procurement shall start with a properly prepared purchase requisition created in the Enterprise ERP program. Requisitions must ~~be completely filled out with the~~ include all proper information, such as required quotes, documentation, attachments, departmental approvals, appropriate account number, and final approval by the Budget Office. Incomplete requisitions may be rejected and returned to the Originating Department.

2.3 QUOTE REQUIREMENTS BELOW MANDATORY BID THRESHOLD

Purchase requisitions for items valued between \$3,500 and \$35,000 shall include copies of the written quotations received from each of a minimum of three vendors dated within the past 30 days or listing a current expiration date. The lowest quote should be selected, unless otherwise authorized by the Purchasing Manager.

The Purchasing Manager may waive the requirement for quotes below the mandatory bid threshold, if determined to be in the best interest of the County.

2.4 CAPITAL ITEM PURCHASES

Budgeted capital purchases must be completed and received during the funded fiscal year and must be procured in accordance with the quote and mandatory bid thresholds. Bids for capital purchases budgeted for more than the \$35,000 bid threshold should be prepared in the first quarter of the fiscal year. All budgeted capital purchases should be made prior to June 1 to ensure the goods are received prior to the end of the fiscal year. Requisitions for unbudgeted capital purchases must be submitted with the written approval (email) of the Budget Director attached.

2.5 REQUISITION ENTRY

Requests for purchase orders shall be initiated by entry of an electronic requisition into Enterprise ERP indicating the vendor, item description, and amount being requested. Requisitions shall also include the following information:

- A. Dates the blanket purchase order is to be in effect (i.e., start and end dates).
- B. General description of commodities to be purchased.
- C. Account number must accurately reflect the item being procured (for example, capital items should be against a capital account; tools should be against expendable tools rather than office supplies). Contact Finance for assistance in adding appropriate accounts.
- D. Multiple line items are required where more than one account number is to be used. Each account number requires a separate line.
- E. If only one account is used on the requisition and/or if a quote is attached showing all items to be purchased are under the \$3,500 quote threshold, the entire requisition amount should be entered on a single line to facilitate invoice processing and year end PO closeout.
- F. Shipping must be included or accounted for on the total PO amount.
- G. Quote numbers and bid or contract numbers must be referenced in a note that will print on the Purchase Order.
- H. Requisitions for tires must have a list of fleet vehicles and their respective tire sizes attached. Fleet Management Division purchases are exempted from this requirement.
- I. Any requisition involving grant funding must have the commodity code (on main page of requisition entry) set to “000 Grant”.
- J. Any requisition involving an operating lease must have the commodity code (main page of requisition entry) set to “001 Operating Lease”.

2.6 CHANGE ORDERS

If the amount of a purchase order is anticipated to be exceeded, or information on an issued purchase order needs to be modified, the department shall request ~~authority to increase the amount~~ changes in Enterprise ERP’s Purchase Order Change Order program, which will utilize workflow approvals through their Department Director, ~~and to~~ the Budget Department ~~using the electronic “Purchase Order Increase Request Form”, which Requesting department~~ should provide sufficient detail and justification for the increase or change to account number as a note.

All requests to increase allocation against a Purchase Order (including those associated with bids, piggybacks and other contracts) must provide an explicit explanation for the overage. ~~Requests for increases to blanket purchase orders must also provide the total amount spent by the requesting division on this good or service from this vendor in the previous fiscal year, on this good or service with all vendors in the previous fiscal year, and the total amount allocated for this good or service with all vendors for the current fiscal year. The completed forms must be electronically signed and forwarded by the Department Director.~~

If the Budget Department approves the increased funding request, the Purchasing Division shall review and process the change order, up to a maximum total of \$35,000 (for purchase orders not associated with a bid, contract, or piggyback, which may exceed the \$35,000 threshold). The County Administrator may authorize an increase up to a maximum \$75,000 total (on purchase orders not associated with a bid, contract, or piggyback). The Board may authorize increases to Purchase Orders over \$75,000. Multiple Purchase Orders may not be issued to the same vendor for the same goods or services to subvert the required approvals.

Requests to decrease the funds allocated on a Purchase Order can be made by informal email to purchasing@ircgov.com ~~indianriver.gov~~.

2.7 PURCHASE ORDER AUDITS

The Purchasing Division will audit Purchase Orders issued by vendor to ensure compliance with applicable thresholds, approvals and contract terms and pricing.

2.8 VENDORS

When a new vendor, whether to be paid through PO, Contract or Payment Request, is not presently listed in Enterprise ERP, or when an update to the vendor's information is necessary, the Originating Department shall obtain and submit new vendor information in the form of a W-9 to the Purchasing Division for approval as a vendor. Alternately, vendors may submit updates to their information through Enterprise ERP's Vendor Self Serve platform. The vendor shall be referenced against the State of Florida's lists of convicted and suspended vendors, the U.S. Government's System for Award Management database, and the U.S. Department of Treasury Office of Foreign Assets Control's Sanctions List. The vendor must be classified as "open" in the U.S. Department of Homeland Security's E-Verify system (as required in Section 287.137, Florida Statutes). If required, the possession of appropriate licensure, and liability and worker's compensation insurance will also be verified. Additional sources of information regarding the vendor's qualifications may also be reviewed. If approved, the Purchasing Division will forward the W-9 to the Finance Office of the Clerk of the Circuit Court, either directly, or through workflow approval in Enterprise ERP. The Clerk who shall will enter the vendor information into its records and issue a vendor number which shall be provided to the Originating Department. —Departments should review the vendor information (address, contact name, email, etc.) for accuracy prior to releasing a requisition. Requested changes to vendor addresses must be documented in writing from the vendor and will require either Purchasing or Finance to contact the vendor by telephone for verification.

The Originating Department shall provide a written request to purchasing@~~irccgov.com~~indianriver.gov describing the emergency and providing justification for the emergency purchase order. The proposed vendor, estimated dollar amount of the procurement and funding account should be provided, as available. A formal quote is not required. If an emergency is confirmed by the Purchasing Manager, the Purchasing Division shall enter a requisition and assign an emergency purchase order number.

The Originating Department shall provide the vendor with the PO number, make the purchase of the necessary commodities or services, and may be required to update the emergency requisition to reflect the actual description and cost of the commodities or services.

The Purchasing Division shall issue a “confirming” purchase order to cover the purchase after receipt of the approved requisition. The Purchasing Manager will forward emergency purchase requests exceeding \$35,000 to the County Administrator for his approval. Approved requests exceeding \$75,000 will be presented to the Board of County Commissioners for ratification.

After Normal Working Hours. The Department Director shall exercise his or her judgment as to the justification for making an emergency procurement. If justified, the Department shall make the written emergency purchase request to the Purchasing Division, which shall prepare a requisition and assign a purchase order number. The Originating Department shall submit the written emergency purchase order request to the Purchasing Division on the next working day.

3.5 PROCUREMENT PURSUANT TO EXISTING ANNUAL TERM CONTRACTS

The Purchasing Manager shall issue annual term contracts for commodities and services (up to \$35,000) or after approval by the County Administrator (up to \$75,000) or the Board (up to or in excess of \$75,000).

The Purchasing Manager may renew an annual contract for multiple years, one year at a time, subject to satisfactory performance, zero cost increase (or as stated in the original contract), vendor acceptance and the determination that such renewal of the annual contract is in the best interests of the County, and authority for such renewal(s) is set forth in the contract.

3.6 BLANKET PURCHASE ORDERS

A blanket purchase order may be issued for up to \$35,000 for the purchase of miscellaneous commodities where the quantity cannot be anticipated or where it is not practical to store all items until they are needed. Single item purchases pursuant to a blanket purchase order may not exceed \$3,500. **Capital and attractive items may not be purchased on blanket POs**, unless the blanket PO is associated with a bid or contract, or the using department has been explicitly authorized to make capital purchases on a blanket PO by the Budget Director. Blanket purchase orders issued as a result of a bid or piggyback contract (entered into in accordance with section 3.3), or otherwise approved by the County Administrator (up to \$75,000) or the Board (up to or in excess of \$75,000), are exempt from the \$35,000 limit. Blanket purchase orders shall be effective for up to one year, and only for the fiscal year for which it has been issued. Blanket Purchase order requisitions should be requested in the full estimated expenditure for the year.

provided to the Purchasing Division for its records.

E. Time of Receipt. Bids must be received by the Purchasing Division no later than the time and date stated in the invitation for bids. Bids offered or received after this time shall not be considered. The time stamp in the Purchasing Division used to log receipt of bids will serve as the official clock for hard copy bid receipt. For electronic bids, the County's bid platform (Tyler Enterprise, Demandstar, Bidexpress, direct email, etc.) time will govern. Any bid stamped beyond the proscribed hour, minute and zero seconds will be considered late.

F. Public Bid Opening. All timely received bids shall be publicly opened by the Purchasing Manager in the presence of one or more witnesses at the time and place stated in the invitation for bids. Unless obviously non-responsive, or bid form does not include a sum of all line items, the total bid pricing will be announced. The Purchasing Division shall retain the original bids on file and remaining copies shall be sent to the Originating Department.

G. Bid Acceptance. Bids shall be accepted without alteration or correction, except as authorized in this manual. All bids must be signed either in ink or electronically.

H. Bid Review. The Originating Department is responsible for reviewing the bid responses and making a recommendation for award of the bid. Should the low bidder not be recommended, a reason must be stated in the written recommendation for award.

I. Verification and References. Prior to award, the Purchasing Division shall reference the lowest, responsive, responsible bidder against the State of Florida's lists of convicted and suspended vendors, as well as the U.S. Government's System for Award Management database, and the U.S. Department of Treasury Office of Foreign Assets Control's Sanctions List. The lowest, responsive, responsible bidder must be active in or exempt from the U.S. Department of Homeland Security's E-Verify system. Provided references shall be verified at the discretion and/or request of the Originating Department. Additional sources may also be reviewed to aid in determining if the bidder is responsible.

J. Correction, Cancellation or Withdrawal of Bids.

1. Correction of Bids.

a. Correction of Mathematical Errors Prior to Award. Errors in addition or multiplication of unit prices or in other mathematical calculations may be corrected by the Director of the Originating Department or Purchasing Manager prior to award. Bids shall be deemed to be amended to the corrected amount. In all cases of errors in mathematical computation, the unit prices shall not be changed.

b. Correction of Mathematical Errors after Award. Errors in addition or multiplication of unit prices or in other mathematical calculations identified after award may be corrected only with the approval of the Board, and any correction shall not exceed the amount of the next low bid.

2. Cancellation of Bids. Any time prior to the bid opening date and time, the Purchasing Manager may cancel or postpone the bid opening, or cancel the invitation for bids in its entirety.
3. Amendment or Withdrawal of Bids.
 - a. Bid Amendments Prior to Opening. Any bidder may voluntarily withdraw or amend the bid at any time prior to the bid opening in person, ~~or~~ by written notice received by the Purchasing Manager prior to the bid opening, or via the electronic bidding platform. Amendments shall be forwarded to the Purchasing Division prior to bid opening, sealed and identified with the bid number.
 - b. Bid Amendments after Opening. After bid opening, bidders may not amend their bid. Bids shall remain in effect and binding upon the bidder for a period of sixty days, or such other time period specified in the bid documents.
 - c. Withdrawal of Bids. If, within 48 hours after Bids are opened, any bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its bid and bid security will be returned. Thereafter, if the work is rebid, that bidder may be disqualified from further bidding on the work.
 - d. Negotiation. If less than two responsive bids are received, the Purchasing Division, on behalf of the Department, may negotiate on the best terms and conditions, prior to recommendation of award.

4.3 AWARD

A. Award Authority. A bid shall be awarded by written notice to the lowest responsible and responsive bidder. Awards not exceeding \$35,000 may be awarded by the Purchasing Manager; awards not exceeding \$75,000 may be awarded by the County Administrator; and, awards exceeding \$75,000 shall be awarded by the Board. The Board is authorized to waive technicalities and irregularities and to reject any and all bids, or any portion of a bid. After an award is made, the Purchasing Manager shall issue a purchase order or a “Notice of Award” as applicable. If, within 60 days after bids are opened, or within such other time period specified in the bid documents, the bid of the lowest responsible and responsive bidder is withdrawn or not honored, the County may award the bid to the next lowest responsible and responsive bidder. After 60 days or such other time period specified in the bid documents, the Board may award to the next lowest responsible and responsive bidder only if the next lowest responsible and responsive bidder agrees, in writing, to extension of the bid price for the additional period of time. These processes may be repeated until an award is made to a responsible and responsive bidder.

B. Tie Bids. If two or more bidders are tied after review by the Originating Department, in accordance with section 287.087 of the Florida Statutes, preference shall be given

to the bidder with a Drug Free Workplace Program. In cases where a tie still exists, the Board shall award to the bidder identified as the most responsible bidder based upon any other relevant factors. If a tie still exists, the winning bidder shall be determined in favor of the bidder whose response was received first (as indicated on the Purchasing receipt time stamp and associated log, or electronic receipt, as applicable).

C. Price Adjustment. Where appropriate, contracts may be awarded with a provision for upward or downward price adjustments, provided such adjustments were part of the bid documents.

D. Cancellation after Award. The Board may cancel a bid award at any time prior to execution of the contract by all parties, including the County.

4.4 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION AND PUBLIC WORKS CONTRACTS

A. Bid Package Preparation. A complete packet of all bid documents including the original specifications and standardized terms and conditions shall be provided by the Originating Department to the County Attorney for approval. A copy of the bid documents indicating approval by the County Attorney shall be forwarded to the Purchasing Division for final review.

B. Public Notice. Bids will be advertised as set forth in Florida Statute 255.0525(2) and Indian River County Code paragraph 105.04.

C. Recommendation for Award.

1. The Purchasing Division will review the Originating Department's recommendation for Award and prepare an agenda item for submission to the Board. Recommendation of award must be submitted to the Purchasing Division no less than seven days prior to the proposed commission meeting to facilitate both preparation of the agenda and public notice of the recommendation for a period of more than five days, ensuring no bidder's right to protest is subverted. Should the Originating Department prefer to prepare an Agenda Item due to complexity of the bid, the item shall be routed through the Purchasing Division prior to finalization.

2. If a proposed or sample contract is included in the agenda item, the Originating Department is responsible for routing the proposed contract through the office of the County Attorney. The written recommendation should only request permission for the Board Chairman to execute the contract if the proposed or sample contract is included with the agenda item. A contract must be executed by the other party prior to submission to the Board Chairman to sign.

3. If a proposed or sample contract is not included in the agenda item, it shall be the Originating Department's responsibility at a later date, to prepare an agenda item requesting execution by the Board Chairman, to route the agenda item for required approvals, and to present the item at a Board meeting. A contract must be executed by the other party prior to submission to the Board Chairman to sign. A copy of the agenda

providing for the termination of the contract for convenience of the County, and shall prescribe methods by which the contractor may calculate the cost of work already performed and termination settlement costs.

J. Indemnification. All construction contracts shall provide that the contractor (or other appropriate party) shall indemnify and hold harmless the County, and its Commissioners and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor (or other appropriate party) and persons employed or utilized by the contractor (or other appropriate party) in the performance of the construction contract.

4.5 WORK ORDERS/AUTHORIZATIONS

A. Work Orders/Authorizations for continuing services agreements, excluding those awarded in accordance with 287.055, Florida Statute (CCNA), previously approved by the Board may be executed by the County Administrator, if within his defined authorization limits and if not prohibited within the agreement. A copy of the executed work order/authorization must be submitted to Finance by the department, or through the Contracts module in Tyler ERP.

B. If not prohibited within the agreement, minor work authorizations under \$35,000 may be entered through a Purchase Order requisition referencing the contract number. No Work Order number will be assigned and payment will be made by standard PO procedures, rather than contractual payments. Only work that will be completed prior to the conclusion of the current fiscal year is eligible to be authorized by Purchase Order, and Purchase Orders will not be used in place of work orders/authorizations exceeding \$35,000.

4.6 CHANGE ORDERS

A. Applicability. Modifications may be made to an executed contract, which do not substantially alter the character of the work contracted, and which do not vary substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonably viewed as being in fulfillment of the original scope of the contract and must be clearly directed to the achievement of a more satisfactory result or to the elimination of work not necessary.

B. Purchasing Manager Authority. The Purchasing Manager is authorized to approve change orders to contracts executed under the Purchasing Manager's authority, provided the criteria in paragraph A above are met, and the total value of the contract does not exceed \$35,000.

C. County Administrator Authority. The County Administrator is authorized to approve and authorize change orders which fit the criteria in paragraph A, above, where the net modification in the contract amount does not exceed \$5,000, unless contract was initially awarded solely under the Purchasing Manager or County Administrator's authority (\$75,000 threshold) and the total value of the contract still does not exceed \$75,000. A copy of the executed change order must be submitted to Finance ~~by the department.~~