

FRANKLIN COUNTY

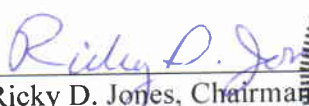
BOARD OF COUNTY COMMISSIONERS




PROCUREMENT POLICY

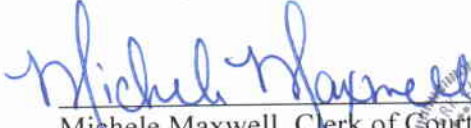
This policy adopted by the Franklin County Board of County Commissioners this 15th day of February 2022.


Signed:


Ricky D. Jones, Chairman

The seal is circular with the text "BOARD OF COUNTY COMMISSIONERS" around the top and "FRANKLIN COUNTY, FLORIDA" around the bottom. In the center, the word "SEAL" is prominently displayed.

Attested by:


Michele Maxwell, Clerk of Courts

The seal is circular with the text "CIRCUIT COURT" around the top and "FRANKLIN COUNTY, FLORIDA" around the bottom. In the center, there is an image of a person standing at a podium.

PURPOSE/APPLICABILITY

The Board of County Commissioners has adopted this procurement policy to promote efficiency, economy, and fair and open competition. This policy prohibits favoritism, impropriety and inspires public confidence that Purchase Orders and Contracts are awarded equitably and economically. It is essential for effective and ethical procurement that there be a system of uniform procedures, utilized by all personnel, that establishes basic guidelines and procedures which regulate procurement activities, contract management, and the resulting distribution of funds.

This manual provides guidelines to Franklin County Departments and Divisions for following the Procurement procedures.

Administrative changes or processing procedure portions of this manual may be amended when required by changes in law or minor procedural changes, i.e. flow of documents, internal department procedures, etc. with the review and concurrence of the County Coordinator, Fiscal Manager, the County Attorney and the Board of County Commissioners.

It is understood that grant award agreements may contain additional restrictions and requirements pertaining to procurement, allow-ability of costs, etc. and that those restrictions and requirements are in addition to this policy. Other County policies and procedures and applicable State statutes and rules that are not in conflict with this policy shall also be followed, with the more stringent policy/procedure/law/rule taking president.

PUBLIC RECORDS

All procurement, contract and payment records are public records according to Florida Law. Federal regulations also require that Federal agencies have access to such records.

APPLICATION

- 1 Contracts: These guidelines apply to contracts/agreements solicited or entered into after the effective date of this manual or subsequent amendments or revisions.
- 2 Activities: These guidelines apply to the purchase/procurement of all materials, supplies, services, construction and equipment except as specifically exempted herein.
- 3 State of Emergency: In the event a local state of emergency is declared, all provisions of this Procurement Manual are automatically suspended with respect to procurements that are necessary for the response to and recovery from the emergency condition for so long as the local state of emergency declaration is in effect.
- 4 Exemptions. The following exemptions do not preclude the County from utilizing competitive procurement practices where possible. Signature authority shall still apply as specified in the guidelines. The following types of purchase activities shall be exempt from the purchasing guidelines:
 - A. Procurement contracts between the Board of County Commissioners and other governments or public entities. Unless prohibited by an applicable funding agency, contracts with not-for-profit agencies are also exempt.
 - B. Memberships in trades or professional organizations and associated dues and fees.
 - C. Any procurement under State of Florida purchasing agreements and contracts. Procurement may also be through contracts competitively awarded by counties or municipalities within the state if the vendors agree to provide Franklin County the same goods or services, under the same conditions, terms and prices. Other established governmental bid platforms (GSA, National Joint Powers Alliance, Florida Sheriff's Association, Sourcewell, Etc.) which provide competitive contract pricing shall also be valid. If the procurement is funded by a state or federal grant, the county might be required to verify that the procuring agency followed applicable regulations/requirements.
 - D. Books, periodicals and other published materials not available by competitive pricing.
 - E. Services of attorneys and other legally related services, including legislative consultants. Contracts for special purpose attorney services and other legal services shall be secured by negotiation of the County Attorney as approved by the Board of County Commissioners.
 - F. Appraisers, and expert witnesses for condemnation matters, and similar services; sale, acquisition or lease of real property; real estate brokers; title insurance, abstracts or opinions or title; surveys in connection with acquisition, sale or lease of real property; room and board for social service clients and funeral related services. Contracts for these services shall be negotiated by the County Attorney, county staff or consultant as approved by the Board of County Commissioners.
 - G. Service/Maintenance Contracts: Continuing service and/or maintenance contracts that are initially awarded by the Board as part of a product acquisition/installation to a vendor who is the manufacturer, developer, or who is the authorized service agent

thereof and for which funds are annually appropriated in the budget are exempt from further competitive requirements. Examples are software/hardware maintenance, building systems maintenance, security systems, heavy equipment repairs/maintenance, etc.

- H. Software. Upgrades, software modification services by the copyright holder, and related software enhancements to installed software purchased through competitive means are exempt. The purchase of new software packages or systems shall follow the thresholds and procedures of the policy to ensure competitive selection.
- I. Advertisements and other notices publicized in newspaper or other media.
- J. Water, sewer, electrical, cable television, telephone, internet, fiber or other utility services.
- K. Agreements between the County and other entities for economic development services, grants, incentive programs, redevelopment agreements, and other development awards approved by the Board of County Commissioners.
- L. Petroleum products (fuel and oil).
- M. Procurement of banking services for any bond or loan issuance, refund or other related services.
- N. Purchase of insurance coverages for the County.
- O. Purchases made with the proceeds from any grant, gift, bequest, or donation to the extent the application of this chapter would conflict with the requirements, conditions, or limitations attached to the grant, gift or donation.

These exemptions shall not apply to any purchase governed by explicit provisions of general law or other county ordinance or board policies unless the solicitation indicates the applicability of the exemption, and the exemption shall apply only to the extent set out in the solicitation.

CODE OF ETHICS

All employees are required to maintain high standards of ethics and conduct. When making purchases, employees shall strive to maintain complete independence and impartiality in dealings with vendors to preserve the integrity of the competitive process and to ensure there is public confidence that purchase orders and contracts are awarded equitably and economically.

1. No employee, officer, or agent of the County will participate in the selection, award, or administration of a contract 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.

If such a conflict occurs with a member of the Board of County Commissioners, the Commissioner will abstain from voting and file the appropriate form according to the Florida Ethics Commission requirements. If such a conflict exists with a County employee involved in the grant-funded project, the employee will disclose the conflict in writing, and will not be involved in negotiating, preparing or approving any contract, payment, or other activity of authority over the contract/purchase. The County Coordinator will ensure that the proper notification to the funding agency is provided when the conflict is identified, prior to any action on the part of the party with the conflict of interest. The County Coordinator will also ensure that all follow up actions required by the funding agency (Florida DEO, US Treasury, Florida DOT, etc.) are taken.

2. The officers, employees, and agents of the County must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the financial interest

is not substantial or the gift is an unsolicited item of nominal value. "Not substantial" or "nominal value" shall be \$25 or less, or the amount set by the County in other general policy, whichever is more. Disciplinary actions will be applied for violations of such standards by officers, employees, or agents of the County.

3. The County will not discriminate in procurement based on race, color, religion, sex, national origin, disability, age, or genetic information. For federally funded procurements, the County will not knowingly procure any goods or services from a vendor who discriminates based on these protected classifications.

4. The County staff will provide oversight of the vendors' performance/delivery, especially prior to issuing payment(s).

5. Written protests of the procurement process, including contract award, may be made by potential vendors in a timely manner. During the solicitation stage, the protest shall be made as soon as the disputed issue is identified, and prior to the deadline for bids/proposals/quotes to be submitted. During the award stage, the protesting party shall submit the protest prior to the final award. All protests shall identify the specific issue under protest. The County personnel performing the solicitation, evaluation, recommendation of award or actual award shall respond to the protest in writing in a timely manner based on the stage of the procurement, which may require an extension of the solicitation or delay of award. If the protesting party is not satisfied with the response, the party may appeal to the County Coordinator or to the Board of County Commissioners, whose decision shall be final. This policy shall not be construed to deprive the protesting party of any legal rights that may exist under applicable regulations and laws.

6. The County is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119 F.S.

7. If the County (Board, management, staff) identifies any violation of Federal criminal law involving fraud bribery, or gratuity violations potentially affecting a grant award or grant funded project/contract, the apparent violation will be disclosed to the Board and to the funding agency in a timely manner.

DUTIES AND RESPONSIBILITIES

PURCHASING

1. All County contracts, leases, and agreements are stored available for inspection upon request and maintained in the Board files.
2. The Department Heads in cooperation with the Board's Fiscal Manager will strive to take advantage of discounts offered by vendors for early and prompt payments of invoices.
3. The Clerk of Court's office shall maintain all original bid and contract documents. Copies of the original documents will be provided to the applicable Department, County Coordinator, evaluation committee, etc., upon completion of the bid award and contract execution.

REQUESTING DEPARTMENT

1. The Requesting Department is the department or division originating the purchase.
2. Departments are responsible for following the Procurement Manual. Department Directors

may establish internal operating procedures to fully implement the Procurement Manual so long as such procedures are consistent with the Procurement Manual.

3. Department Directors are responsible for ensuring that sufficient budget funds are available for all expenditures.
4. Departments shall formulate specifications and/or the scope of work, including any pre-qualification requirements and evaluation factors, for competitive bids or requests for proposals or qualifications, to include any terms and conditions specified in related funding documents (i.e. Federal and State grant funding).
5. Departments will verify, when a low bidder proposes an item "equal to" that specified, that the equal is in fact a comparable item and will provide documentation of such to the BOCC before bid opening or as part of bid review.
6. Departments shall be responsible for verifying insurance and bond information are valid throughout the life of a contract.

VENDOR POLICIES

1. Full and Open Competition

It is the intent of the Board to provide all vendors with a fair and impartial opportunity in which to compete for the County's business. However, the County shall not contract with vendors on the State Department of Management Services Convicted Vendor List. The County may also disqualify vendors on the State's list of Suspended Vendors and Discriminatory Vendors, as well as the Federal Excluded Parties List.

2. Public Entity Crime: Denial and Revocation of Rights

In accordance with F.S. 287.133, any entity listed on the State Department of Management Services Convicted Vendor List shall be denied the right to conduct business or render any type of service for any County Department or Division to the extent required by the debarment, suspension, or other determination of ineligibility by the State.

3. Suspension and debarment

A. Suspension. After consultation with the County Attorney, the Board of County Commissioners is authorized to suspend a vendor from consideration for award of contracts if there is probable cause to believe that the vendor has engaged in any activity which might lead to debarment pursuant to subsection (c) below. The suspension shall be for a period not to exceed three months.

B. Debarment. After reasonable notice and an opportunity for the suspended vendor to be heard, the board shall either debar such vendor or terminate the suspension. The debarment should be for a period of not more than three years.

C. Grounds for debarment include:

- (1) Entry of a plea of guilty, or no contest, or nolo contendere to or conviction of a criminal offense as an incident to obtaining or attempting to obtain public or private contract or subcontract, or in the performance of such contract or subcontract; or
- (2) Entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating

- a lack of business integrity or business honesty; or
- (3) Entry of a plea of guilty, no contest, or nolo contendere to or conviction under state or federal antitrust statutes arising out of the submission of bids or proposals; or
 - (4) Violation of contract provisions, as set forth below, the character of which is regarded by the board to be so serious as to justify debarment action:
 - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. A past record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts;
 - (5) Having been adjudicated guilty of any violation of the State of Florida Construction Industry Licensing Board within the past 12-month period prior to the time of bid submittal; or
 - (6) Having been adjudicated guilty by the Department of Environmental Protection of any violation of an environmental ordinance within the past six-month period at the time of bid submittal; or
 - (7) Having been disqualified or found nonresponsive, based on the vendor's fraud or disqualification; or
 - (8) Having been adjudicated insolvent, having proceedings in bankruptcy instituted against it, or having a receiver or trustee appointed over its property; or
 - (9) Being in a proceeding (i.e., court proceeding, arbitration, or administrative proceeding) adverse to the county arising from or related to the vendor's performance of a contract with the county, or having unresolved financial claims pending by or against the county for a period of more than sixty (60) days; or
 - (10) Any other cause the Board of County Commissioners determines to be as serious and compelling as to affect responsibility as a county vendor, including debarment by another governmental entity.

D. Notice of decision. The County Coordinator, County Attorney or Board Chairman shall issue a written notice to the vendor of the decision to debar or suspend. The final decision shall state the reasons for the action taken and inform the debarred or suspended party involved of his/her/its rights concerning judicial review by certiorari appeal to the 2nd Judicial Circuit Court. The written decision shall be mailed or otherwise furnished immediately to the debarred or suspended vendor.

4. Reinstatement

Vendors that have been suspended from doing business with the County may be reinstated upon written request; however, debarred or suspended firms shall not be reinstated during the period of a debarment or suspension unless the Board determines that it would be in the County's best interest.

5. Litigation and Arbitration

The County Staff shall not issue any purchase orders or contracts to any vendors currently involved in litigation or arbitration with Franklin County until such time as a satisfactory resolution is reached with such vendors. However, the Board may, in its sole discretion, award Purchase Orders or contracts to such vendors.

6. **Dispute Resolution**

If a dispute arises relating to a formal contract that contains written dispute provisions, the contract provisions shall be followed. Otherwise, the following steps shall be taken.

In the event a dispute occurs between a vendor and a Department, and the Department Head cannot resolve the dispute, the Department Head shall immediately (within 3 business days following the dispute or last attempt to resolve the issue) inform the County Coordinator in writing regarding the nature of the dispute and any attempts to resolve it. The affected vendor may also contact the County Coordinator in writing if the Department Head fails to do so, informing the County Coordinator of the nature of the dispute and any attempts to resolve it. Contact may be by email, hand delivery of written notice by the Department Head or vendor, or by registered US Postal service or other commercial courier.

The County Coordinator shall attempt to resolve the dispute if he/she determines that such effort might be effective. The County Coordinator shall provide written notification within 3 business days (preferably by email or other immediate delivery) to the vendor and Department Head, stating his/her recommendation, request for additional information, or notification that the matter will be referred to another appropriate party (such as licensing board, mutually agreeable entity, etc.). The County Coordinator shall attempt to conclude the resolution expeditiously.

If the County Coordinator is unable to resolve the issue, or the issue is not resolved by the appropriate outside party, the following procedures shall apply:

- A. The vendor shall submit a written statement via email, certified mail no later than 15 days from the date of the County Coordinator's or outside party's determination. Notice shall specify in detail the nature of the dispute.
- B. Within five days of the receipt of the written statement submitted by the vendor, the County Coordinator submit a recommendation to the Board of County Commissioners.
- C. At the next regularly scheduled Board of County Commission meeting, or at an earlier meeting at the Board's discretion, the Board will review the dispute. The Board will take action at the meeting to dismiss or resolve the dispute, which could require further actions after that meeting. The Chairman of the Board of County Commission or County Attorney will notify the vendor of the Board's final decision in writing, via certified mail and within five days of the date of the final decision.

7. **Bid Protest Procedure**

For competitive solicitations other than those for goods (equipment, materials, etc.) with simple priced-based bidding, the procuring Department shall electronically notify the competing vendors of the recommended award a minimum of two business days prior to approval of an award. The notice shall inform the vendors of the proposed award date and state that they may dispute the award based on good cause prior to or within one day after the actual award.

Emergency or sole-source purchases shall not require notice of intent to award.

In any competitive solicitation context, no later than the business day following the day approval is granted, the requesting Department will ensure the electronic posting of the notice of award to the county website. Approval by the awarding authority does not constitute the formation of a contract.

After the posting of the notice of award, any party withstanding may challenge the decision by initiation an action in the Circuit Court of the 2nd Judicial Circuit in Franklin County against the Franklin County Board of County Commissioners. If a party intends to initiate such an action, it must electronically notify the Chairman of the Board of County Commissioners and the County Attorney no later than one business day after the posting of the notice of award. If no such notice is received by the county, the county may proceed to execute a contract to formalize the award decision. If the county does receive notice of intent to challenge the decision, the county will stay the contracting process, unless the County Coordinator or Fiscal Manager determines that the contract must proceed without delay to protect substantial interest of the county. If a party notifies the county of its intent to challenge a decision under this subsection, it must file its challenge within fourteen business days after providing its notice. If the party fails to file its action within this period, the county may proceed with the contracting process. If the party files its action, the court will uphold the county's decision unless the court determines that the awarding authority did not act in good faith and the challenger demonstrates illegality, fraud, oppression or misconduct by the county or anyone acting on the county's behalf.

PURCHASING & CONTRACT SIGNING AUTHORITY

The following individuals may approve purchases of goods & services and sign contracts for up to the indicated amounts:

Department Head	Not to exceed \$10,000
County Coordinator or Fiscal Manager	Not to exceed \$25,000
Board of County Commissioners	Over \$25,000

Board approval is needed to transfer \$5,000 or more budgeted funds between line items.

PURCHASING CATEGORIES; REQUIREMENTS

The following categories establish requirements for purchases by amount. Each order must be signed by the proper signing authority.

Orders up to \$10,000	No quotes are required. Best practices should be used to ensure a competitive and reasonable price for all purchases.
Orders over \$10,000 not exceeding \$25,000	Three electronic solicitation requests are required when the purchase is anticipated to meet the threshold. At least (3) vendors should be solicited, the number may be reduced to (2) vendors when the County Coordinator or Fiscal Manager determine that (3) vendors are not available, and price, availability, etc. should be requested. The order must be awarded to the vendor quoting the lowest price, including consideration of all other factors. Supporting documentation of quote solicitation must be provided and available upon request. Purchase order to be issued by Fiscal Manager for orders.
Orders over \$25,000	Competitive Solicitation Procedures required – Purchase order to be issued by Fiscal Manager for orders.

EXCEPTIONS

In an emergency as determined by the County Coordinator and Board Chairman, authorization to contract in excess of \$25,000 is granted to the County Coordinator along with the Chairman with the provision that it will be brought to the attention of the Board of County Commissioners at their next regularly scheduled meeting for "after-the-fact" approval. The County Coordinator along with the Chairman may also elect to call a special meeting of the Board of County Commissioners.

Items approved by the Board during the budget process as a budget line item do not require additional approval if purchased from a State Term Contract or other authorized cooperative agreement or governmental bid platform that has been competitively procured.

COMPETITIVE SOLICITATIONS

1. For purchases larger than \$25,000, the requesting Department will determine which competitive procurement method is most practicable and advantageous to the county. Those methods may be by:
 - A. Invitation to Bid (ITB);
 - B. Request for qualifications (RFQ) pursuant to Consultant's Competitive Negotiation Act (CCNA) or not governed by the CCNA;
 - C. Request for proposals (RFP);
 - D. Sole source procurement;
2. Goods and services produced in the United States will be given preference when all other

- aspects in the bid selection process are equal.
3. It will be the objective of Franklin County to consolidate for purchase and bidding, all goods and services of a similar nature.
 4. All competitive solicitations should include the following provisions:
 - A. The Board of County Commissioners reserves the right to accept or reject any and all bids, proposals, competitive or otherwise, in whole or in part, to waive informalities in the solicitation documents, to obtain new bids, or to postpone the bid opening pursuant to the Board's purchasing policies as they may deem in the best interest of the county.
 - B. The period of time responses are valid after the date of the opening.
 - C. Public Entity Crimes Statement pursuant to Section 287.133(3)(a), Florida Statutes.
 - D. The number, duration and condition of any intended renewal periods.
 - E. If predictable, an estimated time for contract award.
 - F. The basis for award.
 - G. All other requirements of the solicitation or related funding agreements.
 5. The requesting Department will formulate specifications.
 6. The requesting Department will formally advertise the bid.
 7. Federally funded projects will follow Federal procurement standards in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", 2 C.F.R. Sections 200.213 and 200.317-326.
 8. The requesting Department shall determine the date, time and location for submitting bids, as well as the date, time and location of the Public Bid Opening.
 9. The requesting Department will advertise the request for bids in a newspaper of general circulation for once a week for at least two weeks prior to the opening of the bids. Large projects with an anticipated cost of more than \$100,000 (or if required by the funding source) will also be advertised in the newspaper of a nearby metropolitan statistical area (Panama City or Tallahassee) with daily circulation for once a week for at least two weeks prior to the opening of the bids. Road projects must be advertised two consecutive weeks to meet Florida Statutes requirements. Construction bid response times are also regulated by FS 287.0525: for construction projects expected to cost more than \$200,000 the publication must be a minimum of 21 days prior to the established bid opening and a minimum of 5 days prior to any pre-bid conference, and if the projected cost is more than \$500,000 the advertisement period is increased to 30 days prior to the established bid opening date. The requesting Department is responsible for determining the proper advertisement requirements and adhering to those requirements. All formal bid solicitations will be posted electronically on the County's website.
 10. The requesting Department will determine who will distribute bid documents.
 11. Acceptance and Evaluation. Responses shall be accepted without alteration or correction, except as authorized in this Manual. Responses shall be evaluated based on the requirements set forth in the solicitation document, which may include, but not be limited to criteria to determine acceptability such as: inspection, testing, quality, recycled or degradable materials content, workmanship, delivery, and suitability for a particular purpose and/or factors to determine a respondent's level of responsibility such as references, work history, bonding capacity, licensure, certifications, etc. Those criteria that will affect the price and that are to be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in an evaluation that is not set forth in the solicitation, or in this manual.
 12. Openings will typically be held in a Board of County Commission meeting. However, the advertised

request for bids/proposals/qualifications may state that proposals will be publicly opened at a specific location, time and date other than a Board of County Commission meeting, in order to expedite the procurement process.

13. The requesting Department will attend the opening and will assist in reviewing the submitted responses to ascertain the responsive, responsible respondent in accordance with the solicitation document that provides the best value to the County. All responses will be opened in public and prices will be read aloud, as applicable to the solicitation.
14. After the opening, the requesting Department will notify any respondents of any informalities in their response. They will have 24 hours from the time of the opening to furnish information to the requesting Department. If the opening is on a Friday, they will have until Monday to reply. If no response is received within 24 hours of the opening, the package will be deemed non-responsive.
15. The Department will recommend the contract award. For competitive solicitations other than those for goods (equipment, materials, etc.) with simple priced-based bidding, the procuring Department shall electronically notify the competing vendors of the recommended award a minimum of two business days prior to approval of an award. Notification shall include the date the award will be considered, and a statement that the award decision will be publicly posted on the Board website no later than the following business day.
16. The contract award recommendation will be presented to the Board of County Commission for review and approval.
17. No later than the business day following the day approval is granted, the requesting Department will ensure the electronic posting of the notice of award to the county website. The requesting Department will issue a Notice of Award when necessary, after the bidding and selection process is totally complete.
18. The requesting Department is responsible for conducting any pre-construction meeting, if necessary, and issuing a Notice to Proceed after the full execution of any contract or agreement for a project. When applicable, the Notice to Proceed will be issued after verification of applicable bonds and certificates of insurance are issued.
19. Solicitations may be canceled or rejected in whole or in part when it is in the best interests of the County, as determined by the County Coordinator, Fiscal Manager or the Chairman. Notice of cancellation shall be posted on the County website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

TYPES OF SOLICITATIONS

INVITATION TO BID (ITB): A written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and specifically defining the commodity, group of commodities, or services for which bids are sought. It includes instructions prescribing all conditions for bidding. The invitation to bid is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required.

REQUEST FOR PROPOSAL (RFP): A solicitation of the responses for good and/or service for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined, or when the county is requesting that a qualified vendor propose goods and/or services or when the county determines that it is in the best interest of the county that the award be made after

determining the response that is the best value and most advantageous to the county. Evaluation of a proposal is based on prior established criteria which may include but may or may not be totally limited to price.

REQUEST FOR QUALIFICATIONS (RFQ) is a step sometimes used in the formal process of procuring a product or service, for example by a government agency. It is typically used as a screening step to establish a pool of vendors (businesses or individuals to provide a product or service) that are then qualified. In this two-step process, the response to the RFQ will describe the company or individual's general qualifications to perform a service or supply a product (usually used for professional services such as architectural, engineering, accounting), this response will generally will not include specific details or price proposals. Responses to an RFQ solicitation will be opened at a public meeting, then released to a publicly stated ranking or evaluation committee that will return with a recommendation to the Board at the following public meeting, whereas the Board would then accept or deny the recommendation and authorize negotiation for price and/or fees.

SOLE SOURCE shall mean the only source of service or product relative to kind and availability. A request for sole source procurement is possible, when not prohibited by the funding source. The requesting department must provide in writing along with the request for procurement 1) a finding that only one qualified source is available; 2) a statement that a search for alternative sources has been made; 3) a justification of why the only source is acceptable to fit the needs of the requesting department. The Board may negotiate with a sole source supplier under one or more of the following circumstances: a) the needed supply or service is available from only one source/brand as determined by the requesting department's written justifications, b) the supply or service is wanted for experimental trial or testing, c) additional supplies or services are needed to complete an ongoing task, d) the item is a component or replacement part for which there is no commercial distributor, e) compatibility is the overriding consideration

WRITING SPECIFICATIONS - INVITATION TO BID

1. Solicitations must include specifications that are clear, accurate, and complete. Unnecessarily restrictive specifications or requirements that might unduly limit the number of bidders or proposals are prohibited. The solicitation should include all documents, whether attached or incorporated by reference that are elements of the specifications and requirements for the solicitation.
2. Specifications are a written description of needed supplies, equipment or services clearly and concisely set out in the solicitation along with other material elements of the project. Alternative specifications are highly discouraged.
3. There are several types of specifications that can be considered:
 - A. Performance Specifications
 1. The results of the product are more important than the product itself.
 2. Specific end product capabilities, not method of construction.
 - B. Descriptive Specifications
 1. Describes precisely what is needed.
 2. Covers every detail to the end product.

C. Brand Name Specifications

1. Specified by manufacturers name and model number.
2. A product has been determined desirable based on past performance and is available from more than one vendor.

D. Closed Specification

1. Two general types
 - a) Single Product - e.g. HP computers
 - b) Multi product - e.g. HP computers, Dell computers
2. Generally brand name specifications, available from more than one vendor.

E. Open Specifications

1. All manufacturers whose product meets the performance or descriptionspecified may bid.
2. All performance specifications and all descriptive specifications are open specifications.
3. Brand name specifications are open specifications if the phrase "or equal" is added.
4. The phrase "or equal" establishes the brand name (with additional specific factors) as a standard and allequal products are acceptable.

F. Reference Specifications

1. The item desired is referred to by a number as established in a published specification or standard.
2. Should use national specifications and standards.
3. Be sure to read and understand what is referenced.
4. A reference specification may include several different items, be specific.

G. Combination Specifications

1. Not possible to combine open and closed specifications.
2. Can combine performance, descriptive, and reference specifications.
3. Used in describing a product that must meet both physical andperformance criteria.
4. Be positive the combination will produce the desired result.

4. The requesting Department is responsible for ensuring that the specificationsinclude the following elements:
 - A. Description of the item to be purchased or a sufficient explanation of theservices to be procured.
 - B. Dimensions, tolerance and performance expected of the item.
 - C. Reference to a sample, if any.
 - D. Bid price is to include net delivered price or no separate charges for deliveryor other hidden cost.
 - E. The estimated quantity to be furnished by the vendor.
 - F. Time and place of delivery, and any conditions for thedelivery.
 - G. If additives to a bid are to be considered, all details must be included.
 - H. If trade-in(s) is involved, the appropriate information must be included.
 - I. Pre-qualification requirements, if any. The Prime Contractor and Subcontractor performing work on road or drainage construction, reconstruction, or repair shall be

qualified in, under Rule Chapter 14-22, Florida Administrative Code, the following major classes of work: 1) Flexible Paving, 2) Hot Plant-Mixed Bituminous Courses, 3) Drainage, and 4) Grading.

- J. Bid, performance, and construction bond requirements, depending on the goods or services to be provided and the recommendation of the Fiscal Manager, County Attorney, Consultant, etc.
- K. If direct purchases will be used, the specifications should include direct purchase procedures.
- L. Liquidated damages, if applicable.
- M. The date and time requested for a pre-bid conference, if applicable.
- N. The date and time requested for a notice to proceed date, if applicable.
- O. The position title and a brief explanation of the duties of the County's representative(s) for the project.
- P. The types and estimated time frames for any inspections of the project to be conducted by the County's representative(s), if applicable.

EMERGENCY PURCHASES

Departments shall document any procurements exempted from the mandatory bid requirements in the event of an emergency, because the circumstances of the delay incident in complying with such requirements would be detrimental to the health, safety and welfare of the citizens of the county; such emergencies shall include, but are not limited to, war, declared or undeclared; insurrection; hurricane; flood; tornadoes or any other form of disaster or unforeseen circumstances threatening destruction of life or damage to property. This exemption shall be in effect through any such circumstances, including the clean-up and repair of property following such an event.

Departments are responsible for understanding additional requirements for Federal and/or State reimbursements related to emergency purchases.

The County may enter into and utilize Mutual Aid Agreements as provided in Chapter 252, Florida Statutes in the event of emergency situations. The County Coordinator and/or Chairman shall be authorized to invoke the terms of the Mutual Aid Agreement.

PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, AND LAND SURVEYING SERVICES (CCNA)

The purpose of this section is to ensure compliance with Section 287.055 Florida Statutes, known as the Consultants Competitive Negotiation Act (CCNA).

1. Public Announcement

It is the policy of the County to publicly announce all requirements for professional architectural, engineering, landscape architectural, land surveying, and mapping services, and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the Board may require firms to submit a statement of qualifications, performance data, and other information related to

the performance of professional services.

2. Scope of Project Requirements

A. For specific projects, the County office requesting the professional services shall produce written project requirements indicating the nature and scope of the professional services needed by the office, including but not limited to the following:

- 1) the general purpose of the service or study;
- 2) the objectives of the study or service;
- 3) estimated period of time needed for the service or the study;
- 4) the estimated cost of the service or study;
- 5) whether the proposed study or service would or would not duplicate any prior or existing study or service; and
- 6) the desired qualifications, listed in order of importance, applicable to the scope and nature of the services requested.

B. For Continuing Supply Services, the County office requesting the professional services shall produce written project requirements indicating the nature and scope of the professional services needed by the office, including but not limited to the following:

- 1) the general purpose of the service or study;
- 2) estimated period of time needed for the service or the study;
- 3) the estimated cost of the service or study;
- 4) the desired qualifications, listed in order of importance, applicable to the scope and nature of the services requested.

3. Review of Project Requirements

The requesting Department shall review the scope of project requirements and prepare a draft Request for Qualifications (RFQ). The evaluation factors shall be identified in the RFQ, and shall include such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; recent, current, and projected workloads of the firms.

4. Distribution of RFQ

The requesting Department shall distribute the RFQ in accordance with standard Procedures including publication of legal notice and provide notification of the date and time when such proposals are due.

5. Exemptions

This section shall not apply to a professional service contract for a project where the basic construction cost is estimated by the agency to be less than the threshold amount provided in s. 287.055, Florida Statutes, or for a planning or study activity when the fee for professional services is estimated by the agency to be less than the threshold amount provided in s. 287.055, Florida Statutes, or in cases of valid public emergency so certified by the County Coordinator and/or Chairman.

This section shall not apply to any requirement for professional services if a continuing

contract is in effect and a determination is made to utilize the continuing contract to obtain such services in accordance with 287.055, Florida Statutes.

6. Evaluation

The following language shall be used in its substantial form in solicitations where evaluations are required. The solicitation document shall specify evaluation procedures.

- A. Membership of all Evaluation Committees shall be composed of the Franklin County Commissioners or designees.
- B. Public Meetings shall be in accordance with Florida Statute 286.011.
- C. Contact with the Evaluation Committee. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings or pre-proposal meetings. Potential proposers may submit questions consistent with the RFQ instructions, which shall be answered in writing with response to all identified potential proposers.
- D. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received in the Clerk's office or advertised bid submission location by the publicized submission time and date shall be evaluated.
- E. The initial ranking of proposals is based upon the weighted criteria in the solicitation.
- F. Presentations/Interviews. The Evaluation Committee may choose to conduct formal presentations/interviews with firms prior to final ranking.
- G. Final Ranking. The Evaluation Committee shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified persons shall be forwarded to the County Coordinator or Board, as appropriate, for approval prior to beginning contract negotiations.

7. Negotiation

Contract negotiations may be conducted by the Department or by a Negotiation Committee to be determined by the County Commissioners or designee.

- A. Negotiation Committee. Membership of the Negotiation Committee may include:
 - 1) Director of the user Department or designee,
 - 2) County Coordinator
 - 3) County Fiscal Manager
 - 4) County Attorney or designee.
- B. Negotiation. The Negotiator(s) shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Negotiator(s) determines to be fair and reasonable to the County. In making this decision, the Negotiator(s) shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. Should the Negotiator(s) be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. The Negotiator(s) shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Negotiator(s) shall formally terminate negotiations, and shall then undertake negotiations with the third most qualified firm. Should the Negotiator(s) be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Committee shall select additional firms in order of their competence and

qualifications, and the Negotiator(s) shall continue negotiations in accordance with this Section until an agreement is reached or until a determination has been made not to contract for such services.

PIGGYBACK

When not prohibited by the funding source, departments may request to piggyback on contracts for goods and services with other governmental entities. The following must be submitted as a part of the request and specifications package:

1. A copy of the other agency's solicitation to include the awarded vendor's submittal.
2. A copy of the other agency's Purchase Order or contract and expiration date.
3. A letter from the awarded vendor, offering to honor the same prices under the same terms and conditions as indicated in the other agency's solicitation and subsequent contract.
4. Verification from the other agency that the vendor is performing satisfactorily.

PROCUREMENT UNDER FEDERAL AWARDS

Procurement of goods and services whose costs are charged to federal awards are subject to all of the specific purchasing policies of the funding organization. The funding agreement will be reviewed to identify any special requirements for the procurement or contract. In addition, procurements associated with Federal awards are subject to the following supplemental policies:

1. Avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase.
2. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
3. Consider entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services, and using Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
4. Consider the use of value engineering on construction projects in excess of \$1,500,000.
5. Make all procurement files available for inspection upon request by a Federal awarding agency, the pass-through agency, and any other state or federal entity or auditor with an interest in such procurement.
6. For all contracts, require the contractor to certify in writing that they have not been suspended or disbarred from doing business with any federal agency.
7. Perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold (\$250,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the County will make independent estimates before receiving bids or proposals.
8. Take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible and appropriate. Steps shall include:
 - A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - B. Assuring that small and minority business, and women's business enterprise are solicited whenever they are potential sources
 - C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit

maximum participation by small and minority business, and women's business enterprise. This shall not be used to evade advertising requirements.

D. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises.

E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and obtaining information from the Florida Office of Supplier Diversity (and other sources if appropriate) to develop solicitation lists.

F. Requiring the prime contractor, if subcontractors are to be let, to take the affirmative steps listed here, including use of the County's minority/woman-owned businesses solicitation list.

9. Community Development Block Grants and other grants funded by the U.S. Department of Housing and Urban Development through the Housing and Urban Development Act of 1968 include Section 3 requirements. The appropriate Section 3 actions must be taken in soliciting participation by Section 3 contractors/subcontractors where applicable.
10. If applicable, the County and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practical, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management service in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. This requirement does not apply to private parties who receive federal funds through the County. The county shall review proposed construction and/or needed supplies/materials to determine whether or not items are contained on the EPA list of designated items, and whether the potential purchase meets the threshold of \$10,000 (current purchase or preceding fiscal year totals). If the threshold is met, purchase/contract specifications shall include the recovered materials requirements.
11. Profit shall be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
12. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.
13. A time and materials type contract may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. A high degree of oversight is required for this type of contract. Time and materials type contract means a contract whose cost to the County is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses and profit.
14. Costs incurred or cost estimates included in negotiated prices must be allowable for the County to pay under federal subpart E – Cost principles, or such other standard that may be approved by the funding agency.
15. For construction contracts in excess of the Simplified Acquisition Threshold as listed in 2 CFR 200.88, contracts shall include the following:
 - A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - B. A performance bond on the part of the contract or 100% of the contract price; and
 - C. A payment bond on the part of the contractor for 100% of the contract price

D. A liquidated damages clause establishing a predetermined amount that must be paid if the contractor fails to perform as promised.

PROVISIONS INCLUDED IN ALL FEDERALLY-FUNDED CONTRACTS

The following provisions, as applicable, will be included in all contracts (including small purchases) with contractors and subawards. Variations in the exact language may apply, based on the federal funding agreement.

1. **Remedies:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$250,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
2. **Termination:** All contracts in excess of \$10,000 shall contain suitable provisions for termination by the County for cause and for convenience, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.
3. **Equal Employment Opportunity:** All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148): If included in the federal agency's grant program legislation, all construction contracts of more than \$2,000 awarded by the County and its subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. (A copy of the current prevailing wage determination issued by the Department of Labor will be included in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The County shall conduct jobsite interviews with an appropriate representative sample of workers, and shall obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act, and shall report all suspected or reported violations to the appropriate awarding agency.)
5. **Compliance with Copeland Act Requirements.** Construction contracts shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327-333): [Where applicable] All contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence
7. **Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government (or state pass-through agency, if applicable) in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
8. **Clean Air Act** (42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act (33 U.S.C. 1251 -1387), as amended: Contracts and subawards of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. **Debarment and Suspension** (E.O.s 12549 and 12689): For all contracts, the contractor shall provide a certification that neither the contractor nor any of its principal employees are listed on the Excluded Parties List System in SAM.
10. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): For all contracts or Subgrants of \$100,000 or more, the County shall obtain from the contractor or sub-grantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, the County shall provide such certifications in all situations in which it acts as a sub-recipient of a sub-grant of \$100,000 or more.
11. **Procurement of recovered materials.** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid

waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

Other Federal Requirements:

12. Americans with Disabilities Act of 1990, as amended (ADA) - The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

13. Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the COUNTY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with COUNTY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The COUNTY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321 (as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The COUNTY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

b. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Requiring the Prime contractor, if subcontractor are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

14. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

15. Federal False Claims Act (31 USC §§3729-3733) & Administrative Remedies for False Claims. The Federal False Claims Act ("FCA") (31 USC §§3729-3733) provides, in pertinent part, as follows. Any person who: i. knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval; ii. knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim; iii. conspires to commit a violation of any of the subparagraphs listed here; iv. has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property; v. is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true; vi. knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or vii. knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461); 1 plus 3 times the amount of damages which the Government sustains because of the act of that person. CONTRACTOR acknowledges that 31 USC Chapter 38. §§ 3801 - 3812 applies to claims made under the Agreement. If CONTRACTOR submits a claim that it knows is false or contains false information, the agency receiving the claim may impose a penalty of up to \$5,000 for each claim. The agency may also recover twice the amount of the claim.

INSURANCE REQUIREMENTS

The requestor shall determine what insurance and conditions will be provided based on the type of goods or services to be procured. Generally, any of the following insurance requirements may be included in a contract:

1. Hold Harmless and Indemnification Agreement
2. Loss Control Provisions
3. Drug Free Work Place Requirements: It is the policy of the Board to provide a Drug- Free Workplace for all County employees. To that extent, all individuals or organizations desiring to do business with the County are required to have a substance abuse policy subject to the same rules of conduct and tests as the employees of the Franklin County Board of County Commissioners.
4. General, Automobile and Excess or Umbrella Liability Coverage
5. General Liability Coverage
6. Products/Completed Operations
7. Business Auto Liability Coverage
8. Excess or Umbrella Liability Coverage
9. Property Coverage for Leases

10. Commercial General Liability Increased General Aggregate Limit
11. Liquor Liability
12. Owners Protective Liability Coverage
13. Builders Risk Coverage
14. Installation Floater Coverage
15. Motor Truck Cargo Coverage
16. Contractor's Equipment Coverage
17. Fidelity/Dishonesty Coverage
18. Garage Liability Coverage
19. Garage keepers Coverage
20. Watercraft Liability Coverage
21. Aircraft Liability Coverage
22. Pollution/Environmental Impairment Liability Coverage
23. United States Longshoremen and Harbor workers Act Coverage
24. Jones Act Coverage Endorsement
25. Professional Liability, Malpractice and/or Errors or Omissions

FLORIDA PROMPT PAYMENT ACT

Payment for all purchases by the County shall be made in a timely manner in accordance with the provisions of the "Local Government Prompt Payment Act," sections 218.70 - 218.79, Florida Statutes.

INVOICES

An invoice submitted to the Clerk's Finance Office for payment shall qualify for payment when the invoice and sufficient supporting documentation is accompanied by the acknowledgement or affirmation of receipt of goods, services, account codes and departmental approval signatures.