Town of Orange Park
Special Committee on Polices and Procedures Meeting
Friday, May 1, 2026
12:00 PM
Agenda

1. Call to Order/ Verification of Quorum

2. Approval of the Minutes
    a. Approval of the April 17, 2026 Committee Meeting Minutes

3. Old Business
    a. Budget Policies
    b. Ex Parte Communication

4. New Business
    a. Procurement
    b. Ethics-Acceptance of Gifts

5. Audience Comments

6. Schedule Next Meeting Date(s)
    a. May and June Calendars

7. Adjournment

Town of Orange Park
Special Committee for Policies & Procedures
Friday, April 17, 2026
12:00 P.M.
Minutes DRAFT

1. CALL TO ORDER

The meeting was called to order at 12:00 p.m. by Vice-Mayor Winnette Sandlin, Chair of the Special Committee for Policies & Procedures. Other committee member in attendance was Councilman Doug Benefield. Councilman Ken Vogel was absent. Others in attendance included: Town Manager Joe Taylor, Town Attorney Lawsikia Hodges and Town Clerk Courtney Russo.

2. APPROVAL OF THE MINUTES

Councilman Benefield moved for approval of the March 27, 2026 committee meeting minutes. Vice-Mayor Sandlin seconded the motion, which passed 2 to 0.

3. OLD BUSINESS- STANDING RULES

The Town Manager introduced several draft documents for review, including committee training guidelines, a policy for resident agenda item requests, and a proposal for a budget advisory group.

A significant portion of the discussion focused on the structure of the Budget and Finance Committee. Rather than forming a formalized citizen budget committee, which the Town Manager noted could be difficult for residents due to the complexity of governmental budgeting, the committee decided to move toward a "listening session" or "budget outreach" model. Under this new plan, the formal Budget and Finance Committee will be restricted to Town Council members only. To ensure transparency and public involvement, the Town will host informal listening sessions in various neighborhoods, such as local schools or parks, to gather resident input on budget priorities before the final adoption.

The committee also addressed administrative procedures, including a $25,000 spending cap and the tracking of internal labor costs for budgeted projects like sidewalk maintenance. Additionally, a proposed policy regarding resident requests for agenda items was discussed but ultimately set aside. Legal concerns were raised about the difficulty of fairly determining which resident-suggested topics would be "appropriate" for a formal agenda, leading the committee to conclude that the existing public comment section remains the best avenue for resident participation

Finally, Councilman Benefield moved to revise the standing rules to restructure the Budget and Finance Committee to be comprised exclusively of council members, effectively removing citizen members from the formal voting block. In place of the previous structure, the town will incorporate "listening sessions" or town hall-style meetings at various locations to be determined, allowing for more inclusive citizen input on the budget prior to its final adoption by the council. Regarding the implementation timeline, the motion specified that while the majority of the standing rules will become effective on October 1, 2026, the specific changes to the committee structure will not take effect until January 1, 2027. This distinction was made to allow sufficient time for recruitment and

the updating of application forms under the new guidelines. Vice-Mayor Sandlin seconded the motion, which passed 2 to 0.

Vice-Mayor Sandlin made a motion to finalize the draft committee training guidelines with specific minor revisions. These changes include adding language to the front of the document specifying that the training will be conducted or directed by the town manager or designee. Following these tweaks, the committee moved to recommend the guidelines for inclusion on a future Town Council agenda. Councilman Benefield seconded the motion, which passed 2 to 0.

4. ADJOURNMENT

Vice-Mayor Sandlin adjourned the meeting at 1:14 p.m.

Title: Budget Policies

Number: POL –FB-2018-1
Updated 10/25/19
Review: 2022

I. Purpose and Scope

A. The following policies have been established to provide consistency and fiscal control to budget development and oversight.

1. The Budget of the Town of Orange Park shall meet all statutory requirements, and all requirements as specified by the Town Charter and the Standing Rules of the Council of Orange Park.

2. The Town Council of Orange Park reserves authority to approve all budget amendments that transfer current year funding:

   - Between departments.
   - Between approved capital projects in the CIP.
   - From any reserve account in any fund to any operating or capital account.

3. The Town Council of Orange Park delegates authority to the Town Manager to transfer current year funding between operating account lines within a single department.

   The Town Manager may, at the conclusion of the fiscal year, make transfers within a single fund, so long as no use of fund balance is required.

4. A memo will be presented to Council by the end of November which outlines capital budgets adjusted for year-end capital funds carried forward to the subsequent fiscal year.

   For all ongoing, recurring-type projects, funds shall not lapse at the end of the fiscal year even if the planned work for that year is complete. The funds shall roll forward until the ongoing work is complete or five years have lapsed; whichever is lesser.

5. All full-time and part-time personnel positions will be approved through the budget process by the Town Council. Additional personnel positions requested outside the budget process must be approved by the Town Council.

6. Temporary help may be approved by the Town Manager on an as-needed basis by department if funding is available.

7. Reclassifications of approved positions may be authorized by the Town Manager if funding is available.

II. Reservation of Authority

A. The authority to issue or revise this policy is reserved to the Town Council of Orange Park.

B. All levels of management have the responsibility to see that the policy is enforced within their organization.

Connie Thomas

Connie Thomas, Mayor

ARTICLE V. FINANCIAL PROCEDURES[1]

Section 5.01. Fiscal year.

The fiscal year of the town shall begin on the first day of October and end on the last day of September.

State law reference(s)—Fiscal year mandated, F.S. § 166.241(2).

Section 5.02. Submission of budget and budget message.

On or before the first day of August of each year, the town manager shall submit to the council a budget for the ensuing fiscal year and an accompanying message.

State law reference(s)—Budget, F.S. § 166.241.

Section 5.03. Budget message.

The town manager's message shall explain the budget both in fiscal terms and in terms of the work programs. It shall outline the proposed financial policies of the town for the ensuing fiscal year, describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes, summarize the town's debt position and include such other material as the town manager deems desirable.

Section 5.04. Budget.

The budget shall provide a complete financial plan of all town funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form as the town manager deems desirable or the council may require. In organizing the budget, the town manager shall utilize the most feasible combination of expenditure classification by fund, organization unit, program, purpose or activity, and object. It shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year. It shall indicate in [a] separate section:

(1) Proposed expenditures for current operations during the ensuing fiscal year, detailed by offices, departments and agencies in terms of their respective work programs, and the method of financing such expenditures;

(2) Proposed capital expenditures during the ensuing fiscal year, detailed by offices, departments and agencies, when practicable, and the proposed method of financing each such capital expenditure; and

(3) Anticipated net surplus or deficit for the ensuing fiscal year of each utility owned or operated by the town and the proposed method of its disposition; subsidiary budgets for each such utility giving detailed income and expenditure information shall be attached as appendices to the budget.

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[1]State law reference(s)—Municipal borrowing, F.S. § 166.101 et seq.; municipal finance and taxation, F.S. § 166.201 et seq.

The total of proposed expenditures shall not exceed the total of estimated income.

State law reference(s)—Budget, F.S. § 166.241.

Section 5.05. Capital program.

(A) *Submission to council.* The town manager shall prepare and submit to the council a five-year capital program, or revision or extension thereof, on or before the last day of May of the current fiscal year.

(B) *Contents of capital program.* The capital program shall include:

(1) A clear, general summary of its contents;

(2) A list of all capital improvements which are proposed to be undertaken during the five (5) fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements;

(3) Cost estimates, method of financing and recommended time schedules for each such improvement;

(4) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information shall be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

Section 5.06. Council action on budget.

(A) *Notice and hearings.* Public hearings on the budget, and notice of said hearings, shall be in accordance with the requirements of the Florida Statutes.

(B) *Amendment before adoption.* After the public hearing, the council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law or for debt service or for estimated cash deficit, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than the total of estimated income.

(C) *Adoption.* The council shall adopt the budget on or before the last day of September of the fiscal year currently ending. If it fails to adopt the budget by this date, the amounts appropriated for current operations for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis, with all items in it prorated accordingly, until such time as the council adopts a budget for the ensuing fiscal year. Adoption of the budget shall constitute appropriations of the amounts specified therein as expenditures from the funds indicated and shall constitute a levy of the property tax therein proposed.

(Ord. No. 07-12, § 1, 2-21-2012/3-13-2012)

State law reference(s)—Budget, F.S. § 166.241.

Section 5.07. Council action on capital program.

(A) *Notice and hearings.* A public hearing shall be held. The council shall publish in one or more newspapers of general circulation in the town the general summary of the capital program and a notice stating:

(1) The times and places where copies of the capital program are available for inspection by the public, and

(2) The time and place, not less than two (2) weeks after such publication, for the public hearing on the capital program.

(B) *Adoption.* The council by resolution shall adopt the capital program with or without amendment after the public hearing and on or before the first day of July of the current fiscal year.

Section 5.08. Public records.

Copies of the budget and the capital program as adopted shall be public records and shall be made available to the public in the office of the town clerk and other suitable places in the town.

State law reference(s)—Public records, F.S. ch. 119.

Section 5.09. Amendments after adoption.

(A) *Supplemental appropriations.* If, during the fiscal year, the town manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the council by ordinance may make supplemental appropriations for the year up to the amount of such excess.

(B) *Emergency appropriations.* To meet a public emergency affecting life, health, property or the public peace, the council may make emergency appropriations. Such appropriations may be made by emergency ordinance in accordance with the provisions of Section 2.14. To the extent that there are no available unappropriated revenues to meet such appropriations, the council may by such emergency ordinance authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals of any fiscal year shall be paid not later than the last day of the fiscal year.

(C) *Reduction of appropriations.* If at any time during the fiscal year it appears probable to the town manager that the revenues available will be insufficient to meet the amount appropriated, the manager shall report to the council without delay, indicating the estimated amount of the deficit, any remedial action taken by the manager, and his or her recommendations as to any other steps to be taken. The council shall then take such further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations.

(D) *Transfer of appropriations.* The council may by ordinance provide that at any time during the fiscal year the town manager may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency. Upon written request by the town manager, the council may by ordinance transfer part or all of any unencumbered appropriation balance from one department, office or agency to another.

(E) *Limitations; effective date.* No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

(Ord. No. 10-12, § 1, 2-21-2012/3-13-2012)

Section 5.10. Lapse of appropriations.

Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned by the council or as provided hereinafter; the purpose of any such appropriation shall be deemed abandoned if five (5) years pass without any disbursement from or encumbrance of the appropriation.

(Ord. No. 13-88, § 1, 2-2-1988)

Section 5.11. Administration of budget.

(A) *Work programs and allotments.* At such time as the town manager shall specify, each department, office or agency shall submit work programs for the ensuing fiscal year showing the requested allotments of its appropriation by periods within the year. The town manager shall review and authorize such allotments with or without revision as early as possible in the fiscal year. The town manager may revise such allotments during the year if the manager deems it desirable and shall revise them to accord with any supplemental, emergency, reduced or transferred appropriations made pursuant to Section 5.09.

(B) *Payments and obligations prohibited.* No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless the town manager or designee first certifies that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds therefrom are or will be available to cover the claim or meet the obligation when it becomes due and payable. Any authorization of payment or incurring of obligation in violation of the provisions of this Charter shall be void and any payment so made illegal; such action shall be cause for removal of any officer who authorized or made such payment or incurred such obligation, and such officer shall also be liable to the town for any amount so paid. However, except where prohibited by law, nothing in this Charter shall be construed to prevent the making or authorizing of payments or making of contracts for capital improvements to be finances [financed] wholly or partly by the issuance of bonds or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year, provided that such action is made or approved by ordinance.

(Ord. No. 10-12, § 1, 2-21-2012/3-13-2012)

CHAPTER 3. – PROCEDURES GOVERNING CONDUCT OF PUBLIC OFFICIALS WITH RESPECT TO EX PARTE COMMUNICATIONS

Sec. 3-1. Purpose.

The purpose of this Section is to establish procedures to remove the presumption of prejudice from ex parte communications, that is, any communication which occurs outside of a public hearing, with local public officials who are members of any Town Council committee, board, or commission, including the Town Council, which recommends or takes quasi-judicial action as a member of such committee, board, commission or Town Council. Further, the purpose of this Section is to entitle the appointed and elected public officials of the Town of Orange Park, Florida and its citizens to all of the benefits available pursuant to the authority of Section 286.0115, Florida Statutes.

Sec. 3-2. Definitions.

As used herein:

(a) *Town Board* means any committee, board, and commission created by the Town Charter or the Town Code, including the Town Council;

(b) *Ex parte communication* means any form of communication, either oral or written, including any other form of non-verbal communication, with public officials which occurs outside of a public hearing. Such communications include, but are not limited to: conversations, meetings, site visits, mailings, or presentations during which substantial factual information about an item is gathered by or submitted to a local public official;

(c) *Local public official* or *public official* means any elected or appointed public official of a Town Board, which recommends or takes quasi-judicial action;

(d) *Quasi-judicial* is a term which applies to the action of public officials or bodies who are required to investigate facts, or ascertain the existence of facts, hold hearings, weigh evidence and draw conclusions from them, as a basis for their official action, and to exercise discretion of a judicial nature.

Sec. 3-3. Applicability.

This Chapter shall apply to any and all quasi-judicial proceedings of a Town Board.

Sec. 3-4. Declaration of policy on ex parte communications; procedures for disclosure.

During the course of carrying out the duties and responsibilities of local public officials, situations may arise in which ex parte communications occur. Recognizing that such communications may, at times, be unavoidable, and that an outright prohibition on such communications interferes with the public's right to voice its opinions to public officials and with the performance of the duties and responsibilities of public officials, on those occasions when ex parte communications are received by local public officials, they shall be handled in the following manner:

(a) Communications generally. All communications involving matters of a quasi-judicial nature should occur at public hearing(s), except as otherwise specifically permitted hereunder or in subsection (b) of this Chapter.

(i) Written communications. Public officials may read written ex parte communications concerning quasi-judicial matters which are before, or likely to come before, the quasi-judicial body, provided that the public official shall transmit a copy of the written communication to the secretary of the quasi-judicial body in order that such written communication may be placed on file for public inspection and made a part of the record as soon as reasonably practicable before final action on the matter.

(ii) Oral communications. Local public officials shall disclose the substance of all oral ex parte communications which have significantly influenced their preliminary views or opinions concerning a particular matter, as well as the identity of the person, group or entity with whom the communication occurred, before or during the public meeting at which a vote is taken on the matter, but preferably no later than the beginning of the last public hearing before final action on the matter, and such disclosures shall be made a part of the record before final action on the matter.

(iii) Investigations, site visits and expert opinions. Public officials may conduct investigations and site visits and receive expert opinions in deciding a specific matter before the quasi-judicial body; provided however, that such information, shall be disclosed at the public hearing and made part of the record before final action on the matter.

(b) Oral communications subsequent to first advertised public hearing. Oral communications regarding pending quasi-judicial matters which occur subsequent to the first advertised public hearing before the quasi-judicial body in a public meeting and pursuant to due notice in writing to the applicant and all interested parties who appeared before the quasi-judicial body, either orally or in writing, are permitted, provided the tape or minutes of such meeting are prepared and placed on file for public inspection within seven days from the date of such meeting or before final action on the matter, whichever occurs first.

Sec. 3-5. Process for disclosure.

All disclosures of ex parte communications must be made before or during the public meeting at which a vote is taken on a matter, and prior to the vote being taken, so that persons with opinions contrary to those expressed in the ex parte communication are provided a reasonable opportunity to respond to or refute the communication. Local public officials shall disclose the substance of all oral ex parte communications which have significantly influenced their preliminary views or opinions concerning a particular matter, as well as the identity of the person, group or entity with whom the communication occurred, before or during the public meeting at which a vote is taken on the matter, but preferably no later than the beginning of the last public hearing before final action on the matter, and such disclosures shall be made a part of the record. Disclosure alone shall not be deemed a sufficient basis for a request to defer an item.

Sec. 3-6. No penalties for nondisclosure.

The failure of a public official to disclose the substance of any ex parte communication shall not be deemed to constitute a violation of the Town Code, and public officials shall not be subject to fines or penalties as a result of such nondisclosure or non-compliance with these procedures.

Sec. 3-7. Additional rules and procedure permitted.

Each Town Board may adopt additional rules and procedures or more stringent rules and procedures relating to ex parte communications, so long as such are not in conflict with this Chapter.

Item No. 4a

Number: POL-P-2015-1
Updated: March 20, 2024
Review: 2024

Title: Purchasing Policy

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1. Mission

The Mission of the Town of Orange Park is to provide safety, security, and effective services for residents, in a viable and sustainable community that preserves and improves our town's heritage for present and future generations.

The Town embraces core values of integrity, accountability, transparency, ethics, and economic stewardship.

The mission of the purchasing policy is to provide for fair and equitable treatment of all persons involved in the public purchasing by the Town of Orange Park; to maximize the purchasing value of public funds in procurement; and to provide safeguards for maintaining a procurement system of quality and integrity.

2. Purpose, Scope, and Goals

a. Purpose: The purpose of this document is to set forth the Town's policies and procedures to be used in the procurement of goods and services required for the operation of all departments.
b. Scope: The policies and procedures outlined shall apply to all departments involved with any procurement of goods and services for the Town. Throughout this document, the word "Town"may also be used to represent the Town of Orange Park. The word "department(s)" may also apply to Town divisions.
c. Goals:
   - To ensure compliance with all Federal, State, County and local Laws and codes pertaining to acquisition and procurement.
   - To receive maximum value for the public dollar and to purchase in the best interest of the Town through the promotion of competitive bidding.
   - To maintain a continuous supply of goods and services necessary for the operation of the Town.
   - To obtain the highest quality possible in supplies and contractural services at the least expense to the Town of Orange Park within the time allowed.
   - To foster information dissemination and coopertive spirit among the Town of Orange Park departments, the Town Manager and the Town Council.

3. Statutory & Charter Authorities

a. Florida Statutes 166.043, 218.70-218.80, 287.017, 287.055, 287.05712, 287.0822, 287.132, 287.133,
b. Town Charter, Article V, Section 5.11
c. Town Code, Chapter 2, Article II, Section 2.17; Article III Section, 2.31, 2.32, 2.34, 2.37, 2.38
d. Town Policies and Procedures:

- POL-P-2011-1, Contracting for Professional Services Consultant's Competitive Negotiation Act Policy
- POL-P-2011-3, Waiver of Competitive Bids Policy
- PRO-P-2013-1, Bid Protest Procedure
- DIR-GG-2011-2, Acceptance of Gifts Directive
- POL-HR-2012-19, Corrective Action Policy

References made herein are as of the date of adoption and should be updated as needed.

4. Ethics

Each person involved in the procurement process must adhere to a high standard of ethics. The goal of this purchasing process is to procure the best quality goods and services for the best possible price through a process that is fair and transparent for all involved.

a. Employee Conflict of Interest

It shall be unethical for any Town Employee, Official or Agent to transact any business or participate directly or indirectly in a procurement Contract when the Employee or Official knows that:

i. The Employee, Official or Agent or any member of the Employee, Official or Agent's immediate family has a substantial interest or financial interest pertaining to the procurement Contract, except that the purchase of Goods and Services from businesses which a member of the Town Council or other Town Employee has a financial interest is authorized as per Part III of Chapter 112, Florida Statutes.

ii. Any other person, business or organization with whom the Employee, Official, Agent or any member of an Employee, Official or Agent's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract.

An Employee, Official, Agent or any member of an Employee, Official or Agent's immediate family who holds a substantial interest or financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest or financial interest.

All Vendors may be asked to sign a disclosure document indicating any connection to or with a Town Employee or Elected Official.

b. Gratuities, Rebates or Kickbacks

i. Gratuities. It shall be unethical for any person to offer, give, or agree to give any Town Employee, Official or Agent, or for any Town Employee, Official or Agent to solicit, demand, accept, or agree to accept from another person, a gratuity, rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing

the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Florida's Ethics Policy. Rebates normally or routinely offered to all customers for the purchase of their Goods and Services are acceptable and are the property of the Town.

Nothing in this section shall preclude an Official, Employee or Agent of the Town from attending seminars, courses, lectures, briefings, or similar functions at any Vendor's facility or at any other place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the Official, Employee, or Agent with knowledge and information relative to the Vendor's products or services and is one which the Town Manager determines would be of benefit to the Town.

In connection with any such seminar, course, lecture, briefing, or similar function, nothing shall preclude the Official, Employee, or Agent from receiving meals from a Vendor. Nothing in this section shall preclude the Official, Employee, or Agent from receiving educational materials and business-related items of not more than nominal value from a Vendor.

Nothing contained in this section shall permit the Official, Employee, or Agent to accept free travel or lodging from the Vendor.

ii. Kickbacks and Rebates. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

iii. Courtesies. Refer to the Town's Acceptance of Gifts Directive (DIR-GG-2011-2).

iv. Contract Clause. The prohibition against gratuities, rebates and kickbacks prescribed in this Section shall be conspicuously set forth in every Contract and Solicitation Documents, therefore.

v. Cash. It is never permissible for a Town Official, Employee or Agent to accept a gift in cash, cash equivalents, stocks or other forms of marketable securities of any amount.

c. Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a Town Contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

d. Use of Confidential Information

It shall be unethical for any Town Employee, Official or Agent knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

e. Unauthorized Purchases

No purchases of Goods and Services shall be made in the name of the Town or one of its departments, except such as is required for official use by the Town or one of its departments. Purchases in the name of the Town or a department for personal use by an individual or for other than official use are prohibited, and no Town of Orange Park funds will be expended or advanced, therefore.

f. Unauthorized Communications

It is unethical for any Town Employee, Official, or Agent to share information with a Bidder that would unfairly impact their ability, or the ability of another Bidder to provide the best possible quote for goods and services.

g. Penalties and Sanctions

i. Administrative penalties for Employees or Officers. The Town Manager may impose penalties or sanctions on a Town employee for violations of the ethical standards in this Section as appropriate to the situation, based on the Town's Corrective Action Administration Policy and Supporting Procedures (POL-HR-2012-19)

ii. Administrative penalties for outside contractors/Vendors. The Town may impose any one or more of the following penalties or sanctions on a Vendor or other Person or organization for violations of these ethical standards:

a) Written warnings or reprimands.
b) Termination of Contracts.
c) Debarment or suspension.

h. Disclaimer of Responsibility for Improper Purchasing

The Town may disclaim responsibility and liability for any purchase, expenditure, or agreement for expenditure arising from procurement made in its name, or in the name of any governmental body under its authority, by an unauthorized person or any person acting outside this Policy, or the authorization or delegation as provided in this Policy. The expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

i. Vendor Contact During Open Solicitations

In order to provide consistent information to vendors and eliminate preferential treatment, persons seeking an award of a Town contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or other Town representative other than the representative named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award. The Town Manager or designee will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

5. Definitions

When used in this policy, the following words, terms and phrases, and their derivations, shall be the meaning ascribed to them in this section, except where the context clearly indicates a different meaning,

ADDENDUM means a change, clarification, or correction in the Solicitation Documents, prior to the award of a Contract.

AMENDMENT means an agreed upon addition to, deletion from, correction or modification of a Contract.

ANNUAL CONTRACT means an agreement or Contract, typically for a specified duration, between a supplier and the Town, to furnish Goods or Services usually of an indefinite quantity and delivery schedule, at unit prices provided for under the terms of the Contract; also known as a term contract, annual agreement, or requirements contract.

AGENT means an Official, Employee, contracted or subcontracted Person who is authorized to act on behalf of the Town of Orange Park and represent their interests.

APPEAL means a specific written objection by an interested Person to a Request for Qualifications, a Request for Quotations, an Invitation to Bid, an Invitation to Negotiate, a Request for proposal, or an award or proposed award of a Contract, with the intention of receiving a remedial result.

BID / PROPOSAL BOND means a form of bid security executed by the Bidder (or Proposer) as principal and by a Surety, to guarantee that the Bidder (or Proposer) will enter into a Contract within the time specified in the Invitation to Bid or Request for proposals, and will furnish the necessary bonds and insurance, and meet any other requirements of those documents.

BIDDER means a person or entity submitting a bid or quote to the Town for the supply of Goods or Services.

BUYING COOPERATIVE OR ALLIANCE means a group of public entity purchasers organized for the purpose of creating contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.

CAPITAL EXPENDITURE ITEM is defined, established, and modified from time to time within the Capital Assets Policies. Capital Expenditure Items generally have a normal life expectancy of three years or more, are a complete entity within themselves, are distinguished from components, and require approvals as discussed in the Capital Assets Policies.

COMPETITIVE AWARD means a procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.

COMPETITIVE SOLICITATION means use of one of the following methods of pricing for goods or services by the Town: Sealed Bid, Invitation to Bid, Request for Proposals, Request for Qualifications, Multi-Step Solicitation, Design Build, or other similar method.

CONSTRUCTION means the process of building, altering, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings or real property.

CONTRACT means all types of Town agreements for the purchase or disposal of Goods, Services, or Professional Services regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include amendments, modifications, and supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.

CONTINUING CONTRACT means a Contract procured under this policy with one or more Vendors based on general specifications and/or scope of work, for which award of specific scopes of work is intended periodically during the Contract term as the need arises. Pricing and/or rates may be defined in the original Contract or by Amendment at the time that specific scopes of work are awarded.

CONTRACT EXTENSION means an Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.

CONTRACT RENEWAL means an exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.

DESIGN-BUILD means a single contract with a single firm for the design and construction of a public construction project.

EMPLOYEE means an individual drawing a salary or wage from the Town whether on a full-time or part-time basis. The term shall encompass all members of the Council without regard to whether or not

such individuals are compensated. A contracted third party shall be considered as an "employee" for the purposes of this Policy only.

EMERGENCY means a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety, or welfare of the public or Town Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the Town. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.

EMERGENCY PROCUREMENT means any procurement of Goods or Services in the context of an Emergency.

GIFTS or FAVORS means any service or item of value.

GOODS or COMMODITIES means supplies, apparatus, materials, equipment, and other forms of tangible personal property used by a Town department in the accomplishment of its responsibilities.

GOVERNING AUTHORITY means the Town entity responsible for the Contract.

INVITATION TO BID (ITB) means all documents utilized for soliciting bids, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. Bids are requested when requirements are clearly defined, price is the major determining factor for award, and a formal sealed submittal is required.

INVITATION TO NEGOTIATE (ITN) means documents used for soliciting competitive proposals in which negotiation of price and other factors is to commence after receipt of proposals and prior to recommendation of award. This process may be used when the scope of work is complex or difficult to define, if strict comparison of Services or Goods required may be difficult because components are likely to vary among Proposers or in any situation when it is in the Town's best interest to negotiate prior to recommendation of award to obtain the Services or Goods that best meet the Town's needs, price and other factors being considered.

LATE BID/PROPOSAL means a Bid or proposal received after the time or date such bid or proposal was due, as stated in the Solicitation Documents.

MULTIPLE AWARD SCHEDULE CONTRACT means a Contract based upon one solicitation awarded to two or more Vendors to supply Goods or Services.

NEGOTIATED AWARD means a procurement made as the result of negotiations between the Town and a Supplier, such as a Sole Source Procurement or Single Source Procurement or another instance, including competitive Invitation to Negotiate, where a Contract award based on direct negotiations with a Supplier of Goods or Services is appropriate.

OFFICIAL means any elected or appointed person who holds office or serves in a position of public capacity.

ONLINE REVERSE AUCTION means a purchasing method wherein Bidders enter prices for items electronically, and their prices are displayed for other bidders to see with all Bidders given the opportunity to continually bid a lower price until the time period of the bid expires.

ORDINANCE means related Administration Ordinances of the Town's Municipal Code.

PAYMENT TERMS means the established due date for payments by the Town to pay an invoice. Absent any agreement otherwise stated, the Town's payment term will be in accordance with the Local Government Prompt Payment Act (Chapter 218.70-218.80, Florida Statutes).

PERFORMANCE BOND means a bond provided by a contractor/supplier in which a surety guarantees to the Town that the Goods are delivered, or the Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the Town's requirements may, at the discretion of the Town, be substituted for the performance bond.

PERSON means any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.

PRACTICABLE means satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.

PROFESSIONAL SERVICES means services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports, conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include but are not limited to evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.

PROPOSER means a Person submitting a proposal or qualifications to the Town for the supply of Goods, Services, or Professional Services.

PURCHASE ORDER means a document approved and issued by the Town and accepted by the Vendor to obtain Goods, Commodities or Services and sets a dollar threshold for the purchase.

PURCHASING is the process of securing materials, services, repairs, leases, and rentals necessary for the operation and support of the Town. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.

REQUEST FOR PROPOSALS (RFP) means all documents utilized for soliciting proposals for Goods, Services, or Professional Services, including those attached or incorporated by reference. These include

a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.

REQUEST FOR QUALIFICATIONS (RFQ) means all documents utilized for soliciting qualifications for Goods, Services, or Professional Services.

REQUISITION means an internal document, provided by a department to the Finance Department that contains the fund source, approvals, descriptions, quantities and other information about the Goods, Services, or Professional Services in order to proceed with the procurement. The Requisition becomes valid when properly completed and approved.

RESPONSIBLE BIDDER OR PROPOSER means a Person, who, in the exclusive judgment of the Town, (a) has the capability in all respects to fully perform the Contract requirements; and (b) the integrity, experience, qualification, and reliability which assures good faith performance.

RESPONSIVE BIDDER OR PROPOSER means a Person who, in the exclusive judgment of the Town, has submitted a bid or proposal that conforms in all material respects to the Solicitation Documents.

SERVICES mean any performance of effort or labor, for which the Town has contracted other than Professional Services or services classified as construction. Services include, but are not limited to, janitorial, landscaping, and street striping.

SINGLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods or Services among others in a competitive marketplace, which, for justifiable reasons, is found to be most advantageous for the purpose of fulfilling a given Purchasing need of the Town.

SOLE-SOURCE PROCUREMENT means identifying and using, without first completing a competitive process, one source for Goods or Services, when, for justifiable reasons, that source is the only one available that can fulfill a given Purchasing need of the Town.

SOLICITATION DOCUMENTS means an Invitation to Bid, Request for proposals, Request for Qualifications, Request for Quotations, or an Invitation to Negotiate including all of the associated forms and documents of each solicitation, or any other types of documents used by the Town to procure Goods, Services, or Professional Services.

SPECIFICATION OR SCOPE OF WORK means any description of the physical or functional characteristics, or of the nature of Goods, Services, or Professional Services. Specifications or Scope of Work may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.

SUPPLIER, MERCHANT, OR VENDOR means a Person currently supplying or in the business of supplying Goods, Services, or Professional Services.

SURETY means an organization who, for a consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the Town and licensed to do business in Florida.

TOWN means the Town of Orange Park and, as the context warrants, those persons or bodies authorized to act on its behalf, including but not limited to the Council, Committees, and staff.

TOWN FINANCE DIRECTOR means the Town Finance Director as described in the Town Code, his agent, or the department head of the Town Finance Department.

THE USING DEPARTMENT/DIVISION (User) is defined as the department which has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The User is responsible for funding the need and advising the Finance Department of the approved funding and the specific budget account number. The User is responsible for authorizing the purchases of all materials, services, repairs, leases, and rentals in which the negotiated price exceeds the approved funding.

6. Authority & Process Levels

The following chart outlines the levels of authority to approve or obligate the Town for goods or services through contracts, requisitions, purchase orders, change orders or any other method of purchase unless further defined in these policies.

Multiple contracts, requisitions, purchase orders or change orders shall not be used to circumvent the authority level of the Town Council, the Town Manager, or the department head. For example, a department head may not issue two purchase orders for the same or similar goods or service for $4,000 when their limit for purchases in the following chart is $7,000.

When obtaining verbal or written quotes, if the required minimum number cannot be met, the requisition must document the names of Bidders and the dates of attempted contact. Town staff should make every attempt to reach or exceed the number of required minimum quotes.

To the extent permitted by law, substantially similar price quotes, whether verbal or written, for substantially similar goods or services, from a Person within the town limits of Orange Park would be recommended to the appropriate approving authority for an award over one without an office in the Town. A Person within the limits of Clay County would be recommended to the appropriate approving authority for an award over one without an office in Clay County. A Person within the state of Florida would be recommended to the appropriate approving authority for an award over one without an office in Florida.

Authority Level	Method	Payment
$0 -$999		
Administrative employee approval.		
$0 - $6,999	*$0 - $999*	*$0 - $99*
Department head approval.	No quotes needed.	Petty cash, credit card, or check. No requisition needed.
$0 -$24,999	*$1,000 - $2,999*	*$100 - $2,999*
Town manager approval	Minimum three verbal quotes documented in requisition	Credit card or check. Requisition required
>$25,000	*$3,000 - 24,999*	*>$3,000*
Town council approval.	Minimum three written quotes attached to requisition	Checks only. Requisition required
	>$25,000	
	Sealed bids required.	

7. Exemptions from the Competitive Purchasing Process

a. Professional Services like architectural, engineering, or surveying as in FS 287.057(3)
b. Utility bills and relocation fees
c. Travel & Mileage
d. Permit, Inspection & Plan fees
e. Newspaper subscriptions
f. Tuition & Training
g. Advertising
h. Postage
i. Memberships
j. Entertainers/Trainers/Honorariums
k. Notary fees/Recording fees
l. Taxes, fees, or special assessment bills
m. Registrations
n. Special event rentals
o. Tax & law publications
p. Codification
q. Sole source items
r. Single source items

Exemptions from the internal requisition/purchase order process:

s. Items under $100
t. Travel & Mileage
u. Permit, Inspection & Plan fees
v. Newspaper subscriptions
w. Notary fees/Recording fees
x. Taxes, fees, or special assessment bills
y. Miscellaneous Refunds
z. Donations

8. Emergency Purchases

Emergency Purchases may be required when public safety, severe weather, sewage overflows, water main breaks, flooding, hurricanes, or other natural or manmade situations arise. Purchasing authority levels and competitive purchasing methods may be waived during an emergency. Emergency purchases are to be made only when the normal functioning and operation of the Town would be seriously impaired if standard procedures were followed.

- A department head needing to exceed his authority level should notify the Town Manager of the emergency purchase. A requisition, including the nature of the action, for the emergency purchase should be entered and approved as soon as practicably possible.
- If the Town manager needs to exceed their authority level, they should notify the Mayor of the emergency purchase as soon as is practical. The Council should be briefed on the emergency and nature of the purchase at the next meeting of the Council.
- If any emergency purchase causes a budget line to be exceeded, the department head will be responsible for necessary transfers and notify the finance director if a budget amendment will be required.

9. Piggyback Process

The use of other state, government agency, or government association (Florida League of Cities, Florida Sheriffs' Association, etc.) contracts that have been secured through a competitive bid or RFP process satisfies the need for a quote or bid.

- Access should be for a larger public agency contract in order to gain significant volume discounts.
- The Department Head will verify the competitive process used by the originating agency.
- The Town will enter into a separate purchase order or agreement with the vendor for the Town's specific scope of work that is substantially similar to the original contract.
- Details of the other agency's contract, term, amount, and contact information shall be submitted as supporting information for the requisition before approval.

10. Change orders

If a change order is needed, the approval level needed shall be based on the existing authority level, unless the change order caused the total cost to exceed that authority level, in which case the approval from the appropriate authority will be required except as noted below:

- A Department Head or Town Manager may not add to the scope of a contract approved by the Town Council without first obtaining Council approval.
- Multiple change orders or purchase orders shall not be used to circumvent the authority level of the department head, the Town Manager, or the Town Council.
- For projects $25,000 to $250,000, the Town Manager shall have the authority to approve up to $25,000 for all change orders combined. For contracts $250,000 and above, the Town Manager shall have the authority to approve up to 10% of the original contract amount for all change orders combined but shall not exceed $100,000.
- No change order shall be approved unless adequate budget funds exist.
- To exceed the limits stated above, approval from the council with a majority vote will be required. At this time the council will decide whether to reset the limits as specified above or require each change order thereafter to come before the Council.
- A request to the council to exceed the above limits shall contain a change order report that will consist of the original scope of work, original contract price, the current changer order price, all subsequent change order costs itemized, and a brief description of each change order.

11. Sealed Bid Processes

a. Invitation to Bid

Invitations to Bid (ITB) are prepared and issued to prospective Bidders, with the goal of obtaining competitive responses. Invitations to bid are prepared by the appropriate department head. If the services or product that the Town is soliciting does not clearly fall under any department, then the Town Clerk will prepare the invitation to bid. An invitation to bid is primarily used to obtain pricing of goods for which the specifications, unit quantities, or designs have already been established.

Public notice (such as publication in a newspaper of general circulation, posting on the Town's Internet Web page, and at least one trade specific site or publication, such as DemandStar) of the ITB must be given a minimum of thirty (30) calendar days prior to the date set for bid opening, unless it can be demonstrated that an urgent requirement for Goods or Services exists, in which instance, the requirement for public notice may be reduced by the Town Manager.

Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. All relevant information, including each Bid amount, Bidder's name, and project estimate and budget, will be recorded on a summary sheet. The summary sheet shall be signed by the Town Clerk or recording secretary of the ITB opening.

Split or partial bid awards may be awarded with the same guidelines and restrictions as those provided for split or partial quotation awards.

Tie Bids: In the event two or more identical bids are received, the following procedure will be used when the basis of award is low bid:

i) To the extent permitted by law, a tie bid from a Person within the town limits of Orange Park would be recommended to the appropriate approving authority for an award over one without an office in the Town. A Person within the limits of Clay County would be recommended to the appropriate approving authority for an award over one without an office in Clay County. A Person within the state of Florida would be recommended to the appropriate approving authority for an award over one without an office in Florida.

a) If the procedures in (a) above does not result in an award, then, the tie Bidders will be contacted and advised of the tie and asked if they wish to reduce their bid in writing submitted in a sealed envelope to be opened at the time and place stated by Town staff. If one or more of the tied Bidders agrees to participate, award will be made to the new low bid. If none of the tied Bidders agree to participate or if the new bids are tied, then Town staff shall break the tie by following the procedures described below, as necessary.

b) If the procedures in (a) and (b) above do not result in an award, then, to the extent permitted by law, a tie Bidder deemed in the Town's sole discretion to provide the most environmentally preferable goods or services would be recommended to the appropriate approving authority for an award over one deemed environmentally inferior.

c) If the procedures above do not result in an award, then, the Department Head in the presence of two or more witnesses will flip a coin. Award will be recommended to the appropriate approving authority.

Correction or withdrawal of inadvertently erroneous bids is permitted in accordance with the terms indicated within the ITB; however, minor irregularities may be waived by the Town. No bid may be withdrawn for a period of ninety (90) days after the time scheduled for bid opening, or as otherwise stated in the Invitation to Bid.

Late bids will be rejected and returned unopened.

Bids will be evaluated based on the evaluation factors set forth in the Invitation to Bid, which may include criteria to determine acceptability of Goods (for example, inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose). Criteria for the acceptability of Goods shall be used to determine whether particular Goods are responsive to the Invitation to Bid, and not to determine the relative desirability between acceptable Goods. The Town reserves the right to waive any informalities or irregularities of bids, to request clarification of information submitted in any bid, to further negotiate with the Responsive and Responsible Bidder selected for Contract award, or to reject any or all bids for any reason whatsoever.

If no Responsive and Responsible Bids are received or all bids are rejected, the Town may procure such Goods and Services by direct negotiation as indicated below in Non-Competitive Procurement of Goods and Services.

The Bid will be awarded, if an award is made, to the Responsible and Responsive Bidder offering the lowest price whose bid meets the requirements and criteria set forth in the Invitation to Bid. The Bid may require a Contract.

b. Request for Proposals (RFP)

When the Department Head or Town Clerk determines the use of an Invitation to Bid is not practical or not advantageous because of existing market conditions or the type of items required, the Town may procure Goods, Services, or Professional Services through receipt of competitive sealed proposals. Competitive sealed proposals are solicited through the use of an RFP, with the goal of obtaining competitive responses.

Public notice of the RFP shall be given in the same manner as the procurement described in section 11, Sealed Bid Process of this policy.

Proposals shall be opened publicly by the Town Manager, or designee, in the presence of one or more witnesses at the time and place designated in the RFP. A register of proposals shall be prepared that lists each Proposer's name. Interested persons shall have access to information regarding procurement transactions of the Town of Orange Park in accordance with Town policy and Florida law.

All meetings of the Town Council are duly noticed public meetings and all documents submitted to the Town as a part of or in connection with a Proposal may constitute public records under Florida law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the Town, Proposers waive any declaration the entire response of any solicitation to be proprietary information. The Proposer shall designate in the smallest increments possible, that part of the qualifications that are deemed to be proprietary. Proposals and all related correspondence are governed by Florida law and shall be provided to anyone properly requesting same, after contract award. The Town cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law and clearly marked as proprietary by the proposer. In the event the Proposer deems certain information to be exempt from the disclosure requirements, the Proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Proposer's assessment will be examined by the Town Attorney who will make a determination. The decision to withhold or release the information will be at the Town's sole discretion.

Correction or withdrawal of proposals is permitted in accordance with instructions contained within the RFP. No proposal may be withdrawn for a period of ninety (90) days after the time scheduled for proposal opening, or as otherwise stated in the RFP.

Late proposals will be rejected and returned unopened.

The RFP will identify the criteria to be considered and evaluated as the basis of award.

Proposals submitted by Responsible and Responsive Proposers are evaluated by Town staff, Town Council, or selection committee based upon the criteria applicable to the RFP. All proposals (or the most acceptable proposals in the discretion of the committee evaluating proposals) will be ranked in order of their acceptability to the Town, giving consideration to the criteria. The Town has no obligation to award the Contract to the Proposer who proposes the lowest price.

The Town reserves the right to waive any informalities or irregularities of proposals, to request clarification of information submitted in any proposal, to further negotiate with a Responsive and Responsible Proposer who has been selected for Contract award, or to reject any or all proposals for any reason whatsoever.

The Contract award will be awarded, if award is made, by the Town to the Responsive and Responsible Proposer whose proposal is determined, in the Town's exclusive discretion, to be the most advantageous to the Town, taking into consideration price, qualifications, and other factors as indicated in the RFP. The RFP will contain the basis on which the award is to be made.

If no Responsive and Responsible proposals are received or all proposals are rejected, the Town may re-solicit the proposal using the same or modified RFP. The Town Council may, or in cases less than $25,000, the Town Manager may, procure such Goods, Services, and Professional Services by direct negotiation as indicated below in Non-Competitive Procurement of Goods and Services.

c. Request for Qualifications

For professional services, other than those identified in the Consultants Competitive Negotiation Act (CCNA), Requests for Qualifications (RFQ) may be used when it is determined to be in the Town's best interest to evaluate the experience and qualifications of a Service provider, without regard to price or prior to considering price.

The procedure for soliciting, opening and evaluating statements of qualifications shall be the same as described herein for competitive sealed proposals. Service providers whose qualifications meet the criteria established in the Request for Qualifications, at the sole discretion of the Town, may be considered for Contract award by participation in competitive price negotiations. The Town shall attempt to negotiate a fee with the highest ranked firm. If no agreement is reached, the Town shall begin negotiations with the next highest ranked firm. Negotiations will proceed in this manner until an agreement is reached. Alternatively, the Town may, by direct negotiation, finalize terms with service providers who are selected for award based on qualifications. The Town reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the Town.

d. CCNA Process- Refer to Policy and Procedure already adopted (POL-P-2011-1/PRO-P-2011-1).

e. Invitation to Negotiate

An Invitation to Negotiate (ITN) may be used when the Town determines it is in its best interest to commence negotiation of price and other factors prior to recommendation of award, and it is approved by the Town Manager. An ITN may be used for Goods or Services when the scope of work is complex or difficult to define, if strict comparison of Services or Goods required may be difficult because components are likely to vary among Proposers, or in any situation in which it is in the Town's best interest to negotiate prior to recommendation of award to obtain the product that best meets the Town's needs, price and other factors being considered.

The procedure for soliciting and opening initial responses to an Invitation to Negotiate (ITN) shall be the same as described herein for competitive, sealed proposals.

The ITN will identify the criteria to be considered during the evaluation of proposals. All Responsive and Responsible proposals submitted are evaluated based upon the criteria applicable to the ITN. Clarification of information submitted in the proposal may be requested. The Town reserves the right to waive any informalities or irregularities of proposals, to request additional information from any Proposer, or to reject any or all responses for any reason whatsoever.

The Town may, at its sole discretion, shortlist firms that are deemed to best meet the Town's requirements, taking into consideration all criteria listed in the ITN, including price. The Town may, at its sole discretion, ask for formal presentations from all of the Responsive and Responsible Proposers, or only from those firms that are Short-listed, if Short-listing is determined to be in the best interest of the Town. Negotiations will be conducted and may take place in person or via telephone with all of the Proposers or, if Short-listing occurs, with all of the Short-listed Proposers. Proposers that participate in the negotiations may be given an opportunity to submit their best and final offers.

The Contract Award will be awarded, if an award is made, by the Town to the Responsive and Responsible Proposer whose proposal is determined to be the most advantageous to the Town, taking into consideration price and other factors as indicated in the ITN. The Town has no obligation to award the Contract to the Proposer that submits the lowest price; though justification should be documented.

f. Multi-step Solicitation

The Town may initiate one of the multi-step solicitation processes described below when: (a) in the Town's discretion, it is impractical to prepare an adequate or complete description of the Goods or Services desired (due to insufficient data, uncertain requirements, unfamiliar market options, etc.), (b) the Town desires to identify a field of qualified Bidders, Proposers, Goods or Services, out of a broader field of Bidders, Proposers, Goods or Services, or (c) the Town believes a multi-step process would best serve its purposes.

1. Consecutive Multi-Step Process:

    a) The Town may request unpriced proposals or statements of qualifications to be evaluated based on the criteria in the RFP or the RFQ for purposes of identifying one

or more desirable or acceptable Goods, Services, or Professional Services or for purposes of identifying a field of at least three (if possible and available) qualified or most qualified Bidders or Proposers. The Town may request demonstrations, samples, or may conduct interviews with Proposers to aid in the identification of desirable or acceptable Goods, Services, or Professional Services or in the identification of qualified or most qualified Bidders or Proposers. In the event the Town requests demonstrations or samples, the Town is not required to seek or permit demonstrations or samples of Goods or Services deemed by the Town to be less desirable or acceptable than other Goods or Services for which proposals or statements of qualifications were received. In the event the Town conducts interviews with Proposers, the Town is not required to interview any Proposer deemed by the Town to be unqualified or less qualified than other Proposers.

b) After identifying a field of most qualified Bidders or Proposers with the capability of providing the desirable or acceptable Goods, Services, or Professional Services, the Town may either follow a Competitive Award solicitation process among the field of Vendors identified as having the capability to meet the Town's requirements for the procurement or by direct negotiation as indicated below in Non-Competitive Procurement of Goods and Services.

2. Simultaneous Multi-Step Process:

a) The Town may request that priced proposals be submitted in two separate envelopes, with pricing information contained in one envelope and all other requested information contained in the other envelope. In such case, proposals will be evaluated in accordance with the requirements set forth in the RFP, initially without regard to price and without opening the envelope containing pricing information. Based on such evaluation, the Town will establish a field of at least three (if possible and available) qualified or most qualified Proposers. The Town may conduct interviews with Proposers to aid in the identification of qualified or most qualified Proposers. In the event the Town conducts interviews with Proposers, the Town is not required to interview any Proposers deemed by the Town to be unqualified or less qualified than other Proposers.

b) After establishing a field of qualified or most qualified Proposers, the Town will open the pricing envelopes of only the qualified or most qualified Proposers, and evaluate such pricing information in the manner described in the RFP for purposes of recommending/making an award (e.g. most advantageous proposal, price and other factors considered or low price submitted by qualified Proposers). In the absence of specific instructions to the contrary in the RFP, pricing information will be evaluated together with all other information required by the RFP for purposes of selecting among the qualified field of Proposers the most advantageous proposal, price and other factors considered.

3. Multi-Step Process to Award Continuing Purchasing Contracts

a) When it is in the best interest of the Town to have pre-qualified, Continuing Purchasing Contracts because of the need to Provide quick-response, repetitive Services or a range of Services or Professional Services within a specific field of expertise, the Town may use either a Consecutive or a Simultaneous Multi-Step Procurement Process to identify one or more Continuing Contractors. The purpose is to identify one or more Continuing Contractors that demonstrate the ability to perform a particular type of Service during a specified Contract period.

b) Contract award - The multi-step solicitation shall specify the general types of Services required, the selection process to be used, and the selection criteria for award of the Continuing Contract(s).

c) Award of a specific scope of work to a Continuing Contractor - During the term of the Continuing Contract(s), specific scopes of work may be developed and awarded to Continuing Contractor(s), by Amendment to such Continuing Contract(s), provided that the specific scope of work is consistent with the general types of Services upon which award of the Continuing Contract(s) was made.

d) When there is more than one Continuing Contractor available to perform the specific scope of work defined, the process for award of the work is set forth below:

i. Work may be rotated during the Contract period between the Continuing Contractor(s) that were selected to perform the general type of Services required; or,

ii. Award may be made to the Continuing Contractor that is deemed, based on its original proposal, to be most advantageous to the Town for the specific scope of work required, price and other factors being considered and without regard to rotation among selected contractors; or,

iii. Quotations, Bids or proposals may be requested from the pre-qualified Continuing Contractor(s) that were selected to perform the general type of Services or Professional Services required. The Town may select the Continuing Contractor whose quotation, bid, or proposal is deemed to be most advantageous to the Town to perform the specific scope of work required.

4. Design-Build or other similar processes prior to competitive selection.

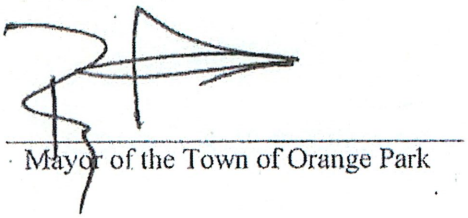
12. Bid Protests

Any protests to Competitive Solicitations shall follow the Town's Bid Protest Procedure (PRO-P-2013-1).

13. Reservation of Authority

a. The authority to issue or revise this policy is reserved to the Town Council of Orange Park.

b. All levels of management have the responsibility to see that the policy is enforced within their organization.



Mayor of the Town of Orange Park

Title: Acceptance of Gifts
Town Manager Directive

Number: DIR-GG-2011-2
Approved: 1-7-15
Review: 2019

I. Purpose and Scope

A. To establish guidelines for the acceptance of gifts or benefits by Town employees. This directive applies to regular and temporary, part-time and full-time employees.

II. Directive

A. Acceptance of any meals, gifts, coupons, services, supplies, etc., from any individual, group of individuals, firm, company, agency, or non-profit who currently does business with the Town, or which is seeking business with the Town, or which may potentially do or seek business with the Town in the future should be limited to items less than $50 in value. Gifts should be not directed to one specific person, and shall be shared among Town staff. Any reference to the vendor or donor should be removed from the item before sharing.

B. Town employees shall not solicit any meals, gifts, etc. from vendors as described above.

C. Participation in large scale events for which there are sponsors and which are open to many people from various organizations and which are supported by one or more sponsors is not prohibited. Examples include League of Cities dinners or receptions or tours on the itineraries of professional conferences.

D. Any questions related to this directive should be addressed to the Town Manager.

IV. Reservation of Authority

A. The authority to issue or revise this Directive is reserved to the Town Manager.

B. The Town Manager may authorize exceptions to this procedure when deemed appropriate.

Jim Hanson
Town Manager

May 2026

May 2026

Su	Mo	Tu	We	Th	Fr	Sa
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026

Su	Mo	Tu	We	Th	Fr	Sa
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21	22	23	24	25	26	27
28	29	30				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 26	27	28	29	30	May 1 12:00pm Policies and Procedures Committee	2
3	4 8:30am Chamber Ambassador meeting (Council Chambers)	5 8:30am Clay Chamber - Small business round 7:00pm Town Council Meeting	6 11:00am Collective Bargaining-Police 6:00pm BFC (Public Safety CIP)	7 4:30pm ECDC Meeting	8	9
10	11	12	13	14 8:30am Fire Pension Board meeting 3:00pm EQB 6:00pm Planning and	15	16
17	18	19 7:00pm Town Council Meeting	20 6:00pm BFC (PW CIP)	21	22	23
24	25	26	27 8:00am Clay Chamber Board Meeting	28 4:00pm Historical Preservation Board	29	30
31	Jun 1	2	3	4	5	6

June 2026

June 2026

Su	Mo	Tu	We	Th	Fr	Sa
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July 2026

Su	Mo	Tu	We	Th	Fr	Sa
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 31	Jun 1 8:30am Chamber Ambassador meeting (Council Chambers)	2 7:00pm Town Council Meeting	3	4 4:30pm ECDC Meeting	5	6
7	8	9 6:00pm RLC Hearing	10	11 3:00pm EQB 6:00pm Planning and Zoning Board	12	13
14	15	16	17	18	19	20
21	22 6:30pm REC Meeting (Council Chambers) - Council Chamber	23 7:00pm Town Council Meeting	24 8:00am Clay Chamber Board Meeting	25 4:00pm Historical Preservation Board	26	27
28	29	30	Jul 1	2	3	4