

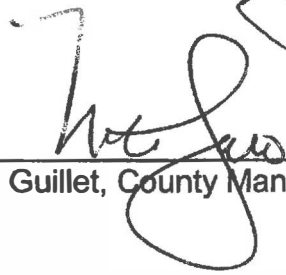
 **SEMINOLE COUNTY MANAGER POLICIES**

60 - PURCHASING

This manual contains general statements of policy. It does not include the details of each policy, or form an expressed or implied Contract or promise that the policies will be applied in all cases. The manual is to be used with the Purchasing Code and the Administrative Code and may be supplemented from time to time by the County Manager through the issuance of directives that provide more detailed requirements, direction, or expectations. The manual may also be amended at any time as determined to be in the best interests of the County Manager.

The County Attorney's Office has reviewed and concurs with the attached policies and procedures as to form and legality. The procedures are applicable to all County personnel involved in requisitioning, procurement of goods and services, receiving, invoicing, transferring, and replacement of supplies, materials, services, and equipment.

Issued this 10th day of January, ~~2019~~ 2020



Nicole Guillet, County Manager

CERTIFIED COPY - GRANT MALOY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA



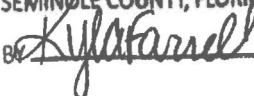
BY  DEPUTY CLERK



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SEMINOLE COUNTY MANAGER POLICIES

POLICY AND PROCEDURE GUIDE TO PURCHASING

A. PURPOSE.

This County Manager's Policies and Procedures ("Policy") is intended to work in tandem with the Administrative Code; in case of conflict the Administrative Code will control. This Policy is designed to explain and facilitate understanding of the Purchasing Code and Administrative Code, the functions, policies and procedures of the Purchasing and Contracts Division, and to serve as a tool in personnel training. Departments and Divisions must keep a current copy of this Policy, which includes these policies and procedures, and any official updates and applicable memos issued by the Purchasing and Contracts Division. The Purchasing and Contracts Division's Website will contain a current copy of these policies and procedures.

Procedures contained in this Policy are applicable to all County personnel involved in the requisitioning and procuring of goods and services, the receiving, transferring, and replacement of supplies, materials, services, and equipment, and invoice processing. At times, the Purchasing and Contracts Division may try new innovative procedures not described below. These procedures may be tested on a trial basis until the procedures are finalized and incorporated in the County Manager's Policies and Procedures.

B. DEFINITIONS. SEE THE ADMINISTRATIVE CODE FOR PROCUREMENT TERMINOLOGY.

C. PURCHASING AND CONTRACTS' MISSION AND VISION STATEMENT.

Mission: To provide Purchasing and Contracting services by teaming with internal customers to deliver innovative, effective, and timely Contracting solutions.

Vision: Knowledgeable and professional personnel working together in trust and with open, honest communications to maintain the integrity of Purchasing and Contracts to provide good, effective customer services in procuring products and services at the best value.

D. RESPONSIBILITIES AND FUNCTIONS. The primary function of the Purchasing and Contracts Division is to procure supplies, materials, equipment, services, and construction required by County staff in a time frame that meets their needs and to ensure that maximum value is obtained for each dollar spent. Specific responsibilities, duties and functions include the following:

1. Developing purchasing objectives, policies, programs, and procedures for the purchasing of and contracting for all materials, supplies, equipment, services, and construction. Responsible for administering the Purchasing and Administrative Code, as approved by the Board of County Commissioners. Acting as Seminole County's representative on all matters



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pertaining to purchasing, contracts and fixed assets.

2. Preparing solicitations by assembling specifications, quantities, delivery and technical requirements in cooperation with User Department or Division, which are subsequently included in Invitations for Bid, Request for Information, Requests for Proposals or Qualifications, Requests for Quotations, or some combination of them. Conducting value analysis, negotiation strategies, and tracking and monitoring past performance of Contractors.
3. Consolidating requisitions and purchases of like or common items or services to obtain the maximum economic benefits and cost savings and explore the possibilities of buying "in bulk" to take full advantage of quantity discounts. Such consolidations may include requirements of a single Department or may be Multi-Departmental and cooperative purchases.
4. Working with User Departments and Divisions to establish standardization of materials, supplies, and equipment where practicable within a competitive environment.
5. Creating partnerships with vendors and encouraging full and open competition whenever possible. Assuring fair and equitable business dealings with all vendors. Ensure that the Purchasing and Contracts Website contains current procurement information. Actively developing new sources of supplies.
6. Ensuring that the County does business only with vendors that are in good standing, are financially stable, have high ethical standards, and have a record of good past performance.
7. Preparing and submitting the annual operations budget for the Purchasing and Contracts Division.
8. Stay informed of current and new developments in the field of procurement, including, but not limited to, prices, market conditions, new products and services, and other benefits conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations and private businesses and organizations.
9. Updating and maintaining the Purchasing Administrative Code and County Manager Policies and Procedure documents as needed.
10. Maintain an in-house vendor database by commodity. This listing contains general information regarding the vendor and a list of which commodities each vendor can provide.
11. Identifying and maintaining on file, a list of Contractors who defaulted or performed poorly on previous Contracts with the County to prevent



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Contractor's performance issues on future contracts.

12. Responsible for managing the County's Fixed Assets, including inventory control. Arrange for the disposal, bid, auction or negotiation for the sale of surplus materials and equipment in accordance with the Auditor General, Chapter 10.40 and Florida Statutes.
13. Oversee and track Contracts to ensure that all orders and change orders are within the Board's Contract approved dollar amount and within the scope of services.
14. Ensure that all purchases are made in compliance with applicable statutory regulations and County Policies.
15. Expedite the delivery of orders, as needed
16. Manage contractors and vendors performance issues or complaints related to contractual obligations. Arrange or negotiate the return of products as requested by User Department or Division.
17. Conduct annual inventory of the County's Fixed Assets and applicable Elected Officials.
18. Conduct market research for new sources, products, materials and services.
19. Train User Department and Division personnel on Purchasing and Contracts processes and procedures, as needed.
20. Responsible for the administration of the Purchasing Card Program including policies, procedures and training.

E. STANDARDIZATION AND SPECIFICATIONS. The Purchasing and Contracts Division encourages Departments to establish standards whenever possible. The Purchasing Code states the Purchasing Committee, which consists of representative administrators (Sec. 3.553, Administrative Code) to assist in this process.

1. Guidelines:
 - (a) Specifications need to be a clear and include complete description of requirements or products necessary to meet the purchase requirements (Sec. 3.5518, Administrative Code). A vendor must meet or exceed specification requirements if the vendor's goods or services are to be considered for purchase. Specifications may be in the form of written descriptions, drawings, commercial designations, industry standards or brand name or equal. These specifications are an integral part of the solicitation.



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- (b) Specifications should NOT require materials of a better quality than are actually needed, yet they should propose the methods of inspection and testing that will govern the acceptance or rejection of any ordered materials or equipment.
- (c) Well-defined specifications are required to achieve objectives of economy and efficiency. This helps to ensure that maximum value is obtained for the public funds expended.

2. Preparation of specifications:

- (a) The Fleet Division is responsible for the preparation of specifications for rolling stock and other equipment serviced by Fleet in accordance with established guidelines.
- (b) Professional Architects, Engineers, and Consultants including County staff prepare specifications for construction, renovations and improvement projects.
- (c) Individual Departments may consult with vendors for technical assistance. This method should be viewed with some reservation because competition can be precluded or quality diminished. User Department must avoid restricting the specification to the extent that only that one vendor can supply products and services.
- (d) Performance specifications for a service-related procurement that describe the "outcome" is encouraged and recommended.

3. The following items should be considered in writing specifications:

- (a) Use specification writing assistance whenever possible. (The Purchasing and Contracts Division can provide assistance as to where such information is available).
- (b) Keep specifications clear, concise, and accurate.
- (c) Update specifications regularly to reflect changes in market and technology.
- (d) Avoid the use of restrictive specifications, which preclude or reduce competition.

F. SALES TAX RECOVERY. Sales Tax Recovery Resolution No. 96-R-177 will apply when deemed to be in the best interest of the County and as specified in the Administrative Code, Section 3.5514. These purchases are exempt from the County's Purchasing Code, preserving the sales tax exemption to the benefit of Seminole County. For construction projects where the material purchased is greater than one million dollars, staff should evaluate using the Sales Tax



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Recovery Program, providing that sufficient savings can be achieved. The procedures to be followed are:

1. The solicitation package must identify that Sales Tax Recovery will be used and a copy of the County's Purchase Order Terms and Conditions will be included in the solicitation package. The Contractor will include the cost of all construction materials and equipment in its Bid Price. The Bid Price will also include all Florida State sales taxes normally applicable to such materials and equipment. If the County elects to make Sales Tax Recovery purchases, the responsibilities of the County and the Contractor will be governed by this Section. All clerical, administrative, management, supervisory, inspection handling, storage, and other costs necessary for the Contractor to comply with Sales Tax Recovery are included in the Bid Price.
2. The Contractor must require major Suppliers to comply with these procedures.
3. The Contractor must furnish the County with a Requisition identifying each item of material or equipment to be purchased by the Contractor for the project. This form must be reviewed and accepted by the Project Manager and Engineer of Record. The Requisition must include:
 - The name, address, telephone number and contact person for the supplier.
 - Manufacturer or brand, model, or specification number of the item.
 - Quantity needed as estimated by the Contractor or its Subcontractors and Suppliers.
 - The price quoted by the Supplier for the material or equipment in question.
 - Any sales tax associated with such quote.
 - Shipping, handling, and insurance costs.
 - Delivery date as established by the Contractor or its Subcontractors and Suppliers.
 - Special terms and conditions that have been negotiated with the supplier regarding payment terms, discounts, rebates, warranty, credits or other terms and conditions.
 - Statement with the submittal control number that materials have been reviewed and approved by Architect or Engineer of Record during the shop drawing submittal process.



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4. Promptly upon receipt of a Requisition, the County shall determine which items to purchase under Sales Tax Recovery. The Contractor will be notified of those items that the County does not choose to purchase and for which the Contractor becomes responsible for purchasing. The County will issue a Purchase Order for the items which the County chooses to purchase. The supplier is required to provide shipping and handling insurance for all items procured through this process. The Purchase Order must state the delivery dates as agreed by all parties. A copy of the Purchase Order will be sent to the Contractor to verify that items ordered are in accordance with the required terms and delivery dates. The Purchasing and Contracts Division will send the Certificate of Entitlement, signed by the Department's Program or Project Manager, to the Contractor.
5. The Contractor will prepare and the County will execute deductive Change Orders to reflect those purchases made by the County under the Sales Tax Recovery process. The amount of the deduction will be based on the Purchase Order amount plus sales tax avoided. These Change Orders should be executed before the related Purchase Order will be paid.
6. Nothing in this Section alters or modifies the procedures for submission of shop drawings and other submittals by the Contractor.
7. The Contractor will be fully responsible for the receipt and acceptance of Sales Tax Recovery items. At a minimum, the Contractor must verify correct quantities, verify documentation, coordinate and expedite delivery, obtain and verify warranties required by the Contract Documents, inspect and accept each item at the time of delivery, and unload, handle, and store the item. Sales Tax Recovery purchases by the County in no way relieves the Contractor of compliance with specification requirements, coordination, protection, scheduling or warranty.
8. As Sales Tax Recovery items are delivered to the job-site, Contractor and County Representative shall visually inspect all shipments, and approve the supplier's shipping documents and invoice. The Contractor shall ensure that each delivery document identifies the Purchase Order against which the delivery is made. The Contractor will forward approved invoices to the County's Representative for payment.
9. The Contractor and County Representative must inspect Sales Tax Recovery items prior to acceptance. If the Contractor discovers defective or non-conforming items, the Contractor shall not utilize such items in the Project, shall promptly notify the County, and shall assist the County in obtaining repair or replacement of the item. The Contractor will be fully responsible if it fails to perform such inspection or otherwise accepts defective or non-conforming material or equipment. The Contractor shall ensure that materials requisitioned have been reviewed by the Engineer of Record and comply with specifications.



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10. The Contractor warrants Sales Tax Recovery items the same as all other materials and equipment furnished by the Contractor and nothing in this Section alters or modifies the Contractor's obligations to assist the County relative to warranties.
11. The Contractor shall purchase and maintain Builder's Risk Insurance sufficient to protect the entire project including Sales Tax Recovery items. Such insurance must cover the full value of any Sales Tax Recovery items not yet incorporated into the Project starting from the moment of material delivery to the project site.
12. The Contractor will be liable for any interruption or delay in connection with Sales Tax Recovery Items.
13. The Contractor shall provide the County's Representative with a monthly report documenting the amount and nature of Sales Tax Recovery items accepted by the Contractor. The Contractor shall match all material and equipment to purchase orders, invoices, delivery tickets, and inspection and acceptance reports. Upon receipt of appropriate documentation from the Contractor, payments will be made directly by the County to the appropriate supplier in accordance to the Purchase Order's terms and conditions.
14. The Contractor shall maintain records of all County Sales Tax Recovery purchases incorporated into the Work and all associated documents. The Contractor shall make these records available for inspection by the County upon request.

G. COUNTY FURNISHED MATERIALS. Nothing in this Policy prohibits the County from deleting items within solicitations and purchasing such items directly from a supplier in an effort to benefit from the County's tax-exempt status when the County undertakes the construction of new and renovated facilities. These direct purchases of County Furnished Materials are not covered by the Sales Tax Recovery Resolution No. 96-R-177.

1. The purchases are not exempt from the County's Purchasing Code.
2. The County must purchase and maintain Builder's Risk Insurance sufficient to protect against any loss of or damage to the full value of any County-Furnished Materials not yet incorporated into the Project starting from the moment of material delivery to the project site. The County shall also be solely responsible for any deductible or any loss not covered by Builder's Risk Insurance.
3. The County will be liable for any interruption or delay in connection with defective or late delivery of County Furnished Materials.



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H. GENERAL PROCEDURES FOR THE PURCHASE OF GOODS AND SERVICES.

1. The following procedures govern the purchasing of goods and services for the County in accordance with the existing Purchasing and Contracts Code:
 - (a) No purchase of personal property, services or commodities by any person other than the County Purchasing and Contracts Division will be binding upon the County, or constitute a lawful charge against any County funds, except in emergencies and as may be otherwise provided through action by the Purchasing Administrative Code. Any purchase order or contract made contrary to the provisions of this section, the Administrative Code, or the Purchasing Code, will be processed as an unauthorized purchase and processed using the procedures stated in Section 220.16 of the Seminole County Code.
 - (b) Like purchases must be combined for solicitation purposes to take advantage of quantity discount pricing. Monitoring and auditing the utilization of Blanket Purchase Orders and Purchasing Card system will be conducted by Purchasing and Contracts Division staff.
 - (c) It is prohibited for contracts, purchases, or group of requisitions to be divided to avoid the procurement process. Splitting procurements, which entails making purchases by various procurement methods to avoid certain thresholds of the procurement code, is not allowed. This section includes requests and orders from the same Division, vendor, items that are similar in nature over a period of one (1) year. Total annual anticipated usage for supplies and services that exceed \$10,000.00 per year should be competitively bid in accordance to Section 3.5513 of the Administrative Code and a Term Contract should be issued, when applicable.
 - (d) Employees responsible for procuring personal property, services and commodities on behalf of the County cannot also be responsible for approving requisitions for purchases, receiving the goods purchased, or the approval/processing of invoices for payment for their Department or Division.
 - (e) Only in cases of emergency or specified exemptions, may an exception to the above policy be made with the understanding that the person who is authorized to obtain the emergency purchase will personally assume the responsibility of immediately following up the oral order given by him or her or his or her authorized representative, with proper justification in written form and the proper requisition. In cases of emergency, the requestor, when possible, shall contact the Purchasing and Contracts Division prior to placement of the order with the vendor. All emergencies must meet the criteria stated in Section 220.41 of the Seminole County Code.



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- I. **MINIMUM TIME REQUIRED.** The following is an estimated time frame required to secure competitive prices by the Purchasing and Contracts Division and to issue orders or contracts. This time starts after requests and complete packages are approved and received by the Purchasing and Contracts Division through J.D. Edwards:

One to Two working days for items or services under \$4,999.99, one to three written quotes should be obtained either by the Department or Division or by the Purchasing and Contracts Division.

Two to Five working days for items or services between \$5,000 and \$9,999.99, three informal quotes should be obtained by the Purchasing and Contracts Division or the Department or Division with concurrence of the Purchasing and Contracts Division.

One to Two weeks for items or services between \$10,000-\$49,999.99; three formal quotes must be obtained by the Purchasing and Contracts Division except for professional services (i.e., Engineers, Architects, Landscape Architects, and Surveyors) as governed by CCNA requirements (Section 287.055, Florida Statutes).

Five to Seven weeks for items or services between \$50,000.00 and \$99,999.99; a formal RFP, PS, or bid is needed and no Board action is required.

Eight to Twelve weeks for items or services over \$100,000.00; a formal RFP, Request for Qualifications, RFI, PS, or BID is required when no Board action is necessary. Two to Three additional weeks when Board action is required.

Six to Eight months for Professional Services (PS) under CCNA when Board action is required.

Five to Seven days for Work Orders that do not require Board approval.

Three to Four weeks for Work Orders that require Board approval.

Emergency purchases will be processed by the Purchasing and Contracts Division within the hour after proper documentation and authorization are obtained.

NOTE: Departments are required to obtain proper funding for their requirements prior to the requisitioning process. Additional time will be needed if proper authorization has not been obtained, if requisition is incomplete, if specifications are inadequate or a pre-submittal meeting is needed.

- J. **PURCHASE OF RECYCLED PRODUCTS.** Seminole County encourages and promotes the use of recycled products and materials including, but not limited to, recreation equipment, furniture, building and construction materials, office supplies, paper and paper products, which meet or exceed federally mandated minimums.



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1. Specifications and Statement of Work:

- (a) User Department or Division shall develop product specifications to incorporate a requirement for the use of post-consumer recycled materials, reusable products, and products designed to be recycled to the maximum extent practicable, subject to an alternative showing that the performance of the product will be jeopardized or that the product will negatively affect either health, safety or operational efficiency. The Purchasing and Contracts Division should utilize such specifications in issuing the applicable solicitation.
- (b) The Purchasing and Contracts Manager has the authority to review specifications for products and services to determine whether they require or exclude the use of post-consumer recycled products, reusable products, or products designed to be recycled.
- (c) In the event the Purchasing and Contracts Division receives a requisition and the Procurement Analyst determines that a recycled product is available, the Analyst shall contact the User Department or Division and inform their staff of the availability of the recycled product. The User Department or Division shall determine whether to change the specifications to allow for the purchase of such recycled product.
- (d) Remanufactured equipment is not considered recycled products.
- (e) Any vendor who can demonstrate that a particular product or material with post-consumer recycled content may be beneficially used instead of another product may request the County to evaluate such product or material. If such product or material is found to be beneficial, the County may incorporate the specifications of such product or material into its approved specifications for future Invitation for Bids or Requests for Proposal.

2. Paper and Copiers:

- (a) Post-consumer recycled paper, which meets or exceeds federally mandated standards, must be purchased if it is monetarily beneficial and used in all copy machines where its use does not affect the function of the copier. Post-consumer recycled paper products must be purchased for all other uses whenever available and monetarily beneficial, for example; calendars, legal pads, file folders, and similar items. The Purchasing and Contracts Division shall purchase copiers that are capable of utilizing recycled paper, if they meet the needs of the County with regard to function.

The Purchasing and Contracts Manager may authorize up to a 10%



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price preference when purchasing a product that includes recycled content, if approved by the User Department or Division head.

K. STANDARD FORMS. The standard forms may be found on the Purchasing and Contracts Division's site in SharePoint. As forms are updated, new versions will be posted on the web site and County staff is encouraged to visit the web site to ensure that the latest forms are used.

L. REQUISITIONS AND PURCHASE ORDERS.

1. **Requisitions:** All requisitions for goods and services should originate at the User Department or Division and must be authorized by Department Director, Division Manager or designee through the County Procurement and Financial System. If there are insufficient funds for the purchase, the requisition will not be accepted in the system and, therefore, cannot be processed. The requisition consists of required data fields and all attachments needed for the type of requisition.
 - (a) Only authorized persons are allowed to initiate requisitions. An Add/Change J.D. Edwards User Form must be completed and submitted to the Clerk of Court for access approval. If personnel responsibilities change, a revised form must be submitted by the requesting Department or Division for processing.
 - (b) Requisitions should be prepared far in advance to avoid creating an emergency and to allow the procurement process to take place. Prices must be fair and reasonable. This is normally done through competition, but when competition is limited or restricted, previous buys, catalog prices, cost analysis, or other means could be used.
 - (c) Information required for the initiation of projects is summarized, but not limited to the following:
 - (i) Project Name
 - (ii) Scope of Services
 - (iii) Schedule for the Project
 - (iv) Evaluation Committee members and criteria for the evaluation
 - (v) Preliminary Project costs or use
 - (vi) Financial Information
 - (vii) Approval authority
 - (viii) Information regarding permits, etc.
 - (ix) Minimum requirements
 - (x) Liquidated damages for construction projects
 - (xi) Any specific requirements applicable to the project
 - (xii) Engineer of record for construction projects
 - (xiii) Construction, engineering and inspection firm for construction projects.



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- (d) All capital items in the approved budget should be requested early in the Fiscal Year, with a specified delivery date required and any special instructions.
2. Additional Approvals: Prior to issuance of a solicitation or the processing of a requisition for certain procurements, review of the goods and services to be procured and the respective specifications must be coordinated with applicable Divisions listed below, to ensure open competitive bidding, compatibility, standardization and up-to-date specifications. Documentation confirming that this review has been completed must be submitted with the requisition. The following request for purchases and services must receive additional approvals:
- (a) Fleet Services must approve vehicles, motorized equipment, roadway equipment, and other related purchases. Sufficient time should be allowed for the approval process.
 - (b) Information Services (IS) must approve all computer equipment for Telecommunications, peripherals, and software (except the items listed in the pre-approved list). All scopes of services with significant IS requirements must be approved by IS. Allow sufficient time for the approval process.
 - (c) Cellular Telephones must be approved pursuant to County Manager Policy for cell phones.
 - (d) Telecommunications Division must approve radios, CAD, and communication equipment. Sufficient time should be allowed for the approval process.
 - (e) The review and approval of the County Manager's Office is required for the purchase of printed material involving the County logo and all marketing material. This section also applies to clothing apparel for County employees that includes the County logo.
 - (f) The County Attorney's Office must review, prepare, and approve all contractual documents including but not limited to, maintenance agreements, licensing agreements, Term Contracts, and Master Service Agreements. Sufficient time should be allowed for the preparation and approval process. This action will be originated by the Purchasing and Contracts Division personnel.
 - (g) All requests for the temporary hiring of employees, including employment through an Employment Agency, must be approved by the Human Resources Division. The request must comply with the established employment policies.



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3. Purchasing and Contracts Responsibilities: Based on the request, Purchasing and Contracts Division will issue the proper method of procurement.

Purchasing and Contracts personnel will contact the User Department or Division if the requisition is incomplete or not properly prepared, if any changes are made to the requisitions, or if the requisition cannot be processed.

Purchasing and Contracts personnel shall ensure that appropriate quotes, bids, or proposals are received and that the project is awarded by the appropriate level of authority. Upon award, a Purchase Order or Contract will be issued in accordance with the Purchasing Administrative Code.

4. Purchase Orders: Computer generated Purchase Orders are issued by the Purchasing and Contracts Division upon receipt of a properly authorized requisition, and after receipt of competitive quotes or bids, determination of fund availability, and award by the appropriate level of authority. The automated procurement system numbers Purchase Orders consecutively. With the exception of Release Orders, only Purchasing and Contracts Division shall issue Purchase Orders. The User Department or Division will not enter into negotiations with any vendor for the purchase of supplies, services, materials or equipment. All Purchase Orders shall be transmitted to the vendor by Purchasing and Contracts Division unless previously arrange with the User Department or Division.

5. Blanket Purchase Orders (BPOs):

- (a) BPOs are used for purchasing indeterminable miscellaneous goods or services over a specific period of time within the same fiscal year. BPO requisitions will be questioned if they are for items that could be charged against a County Purchasing Card or could be purchased via a competitive procurement method. Since BPOs are the least preferred method of procurement, the requesting Department or Division will be required to provide written justification for issuing a BPO. Please review your BPO requirements prior to submitting requisitions to determine if the Purchasing Card can be used instead of a BPO. These purchases must be in compliance with the Administrative Code, Section 3.5513.
- (b) A BPO is initiated by a requisition that will be converted to a Purchase Order. The requisition must indicate the required dollar limit, prices, in some instances the list of items and related prices, terms, and conditions. BPO's are numbered as regular purchase orders and contain the same information. The requisition should also state the following:



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- (i) The period of time the BPO will remain valid (usually through the end of the Fiscal Year).
- (ii) The not-to-exceed (NTE) dollar amount. The NTE amount is immediately encumbered. The NTE is limited to \$10,000.00 per year unless it is an approved sole source, has been approved for standardization, or as otherwise approved by the Purchasing and Contracts Manager or designee.

The cost of a single item is limited to \$999.99 including shipping charges unless a higher amount is approved by the Purchasing and Contracts Manager or designee.

- (c) The User Department or Division may purchase needed items against the blanket order for the term of the BPO, or until reaching the BPO's NTE dollar amount. Since these BPOs are non-competitive procurements, the User Department or Division must verify fair and reasonable prices.
 - (d) The User Department or Division is responsible for receipt of orders placed. Partial payments are made as orders are delivered until the NTE amount for that BPO is reached. To liquidate the BPO, indicate on the Invoice, "Final Invoice" and forward directly to the Comptroller's Office.
 - (e) The User Department or Division is responsible for tracking the declining balance of the NTE amount. If the Department or Division exceeds the NTE amount, the overage will be treated as an unauthorized commitment of funds. Orders must be split in order to avoid compliance with this section.
6. Release Orders: Release Orders are encumbered Purchase Orders placed against an active Contract. All invoices that are processed under Release Orders must match the prices, terms and conditions of the referenced Contract.
7. Emergency Purchases:
- (a) An emergency occurs only when certain specific conditions exist. The Seminole County Code, Sec. 220.41, defines these conditions. **(Failure to anticipate normal needs or project deadline dates, or a desire to expend excess or remaining budgeted funds prior to year-end, do not constitute an emergency).**
 - (b) Department Directors shall ensure the emergency purchases are done in accordance with the Seminole County Code Sec. 220.41. Departments and Divisions shall not use the emergency purchase



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procedure to abuse or otherwise purposely circumvent established purchasing procedures.

- (c) Purchasing staff is authorized to approve emergency purchases up to expressly delegated monetary amounts. The County Manager or designee or the Purchasing and Contracts Manager or designee (with the concurrence of the Chairman of the County Commissioners) must approve emergency purchases exceeding \$100,000.
- (d) The ordering Department or Division shall contact the Purchasing and Contracts Division to explain the nature of the emergency. The ordering Department or Division is responsible for providing adequate documentation (including a written determination of the basis for the emergency) and for the selection of the particular Contractor.
- (e) Upon receipt of the Emergency Purchase Data Sheet form and any other pertinent documentation, a Purchase Order or Work Order will be issued based on a requisition generated in the automated financial system. Competition requirements are not waived unless there is a time or quality constraint.
- (f) If the emergency is outside normal business hours, Department Directors are authorized to secure the necessary materials or services in accordance with Section 220.41 of the Seminole County Code.
 - (i) On the next workday following the date of purchase, a requisition must be generated in the automated purchasing system and the Emergency Purchase Data Sheet must be submitted to the Purchasing and Contracts Division.
 - (ii) The Department or Division shall practice due diligence in obtaining quotes.
 - (iii) The Department or Division shall make the emergency purchase at the best possible price.
- (g) When an emergency purchase is made and there are insufficient funds in the appropriate account(s), the emergency purchase must be followed up, in a timely manner, with a budget transfer by the User Department or Division.

8. Sole/Proprietary/Single Source:

- (a) The following questions must be answered affirmatively in order to satisfy the sole/proprietary/single source requirement (Sec. 3.5517,



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Administrative Code):

- (i) Is the commodity or service necessary to accomplish the County's task or mission?
 - (ii) Is the commodity or service, or some necessary features, unique to this source?
 - (iii) Is the commodity or service the only item that will produce the desired results or possess a unique performance capability?
 - (iv) Is the commodity or service available from only one source of supply?
 - (v) If the commodity or service is available from more than one vendor, but, due to extreme circumstances, is only one vendor suited to provide the goods or services?
- (b) Sole/Proprietary/Single Source - Sole/Single/Proprietary Source purchasing is an exception to the normal procurement function and requires a detailed justification. In processing Sole/Single/Proprietary Source requests for supplies, services or equipment, Purchasing complies with and is governed by the principles set forth in the Florida Statutes governing public purchasing and by the adopted and approved County Policies and Procedures.

If the Department or Division is requesting a particular vendor, brand or product, it must make this fact clear on its requisition. Such a request should not be made unless the request is reasonable and appropriately justified to meet legal requirements and can withstand a possible audit. The County requirements and the format for submitting such requests are contained in this Policy.

The following factors DO NOT apply to Sole/Single/Proprietary Source requests and should not be included in a Sole/Single/Proprietary Source justification. They will not be considered and only tend to confuse the evaluation process:

- (i) Personal preference for product or vendor.
- (ii) Cost, vendor performance, and local service (this may be considered an award factor in competitive bidding).
- (iii) Features that exceed the minimum department requirements.
- (iv) Explanation for the actual need and basic use for the equipment, unless the information relates to a request for unique factors.
- (v) A request for no substitution submitted without justification.



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- (c) The steps to follow for sole/proprietary/single source purchases are as follows:
1. These types of requests are high risk transactions susceptible to price gouging and inflated pricing. These transactions require the highest degree of review and diligence in ensuring that the County's interests are protected under disadvantaged contracting circumstances. To mitigate these risks, adequate price analysis or cost analysis is required to demonstrate prudence and adequate consideration before approval. The User Department or Division and the Procurement Analyst shall attempt to locate competition and check for Piggyback Contracts. If no other sources are found, the User Department or Division shall submit to the Purchasing and Contracts Division a completed Sole/Proprietary/Single Source Form, indicating the requisition number.
 - a) A Sole/Proprietary/Single Source Form will be used to justify and document the requirement. The Form must state why only one source can produce the desired results (or fulfill the specific need) and must be signed by the Department Director. This form is required as part of the purchase request.
 - b) The Purchasing and Contracts Manager or designee shall review and approve or disapprove, in writing, sole/proprietary/single source designation.
 - c) The User Department or Division shall be notified by Purchasing of denied requests and the purchase shall be made in accordance with standard procedures.
 - d) When the Purchasing and Contracts Manager or designee approves a Sole/Proprietary/Single Source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.
 - e) The Purchasing and Contracts Division shall keep a log of sole/proprietary/single source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.
 - f) For those instances where services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.). The request must be



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combined to capture the project as a whole and the proper approval must be obtained.

9. Purchases from PRIDE and RESPECT: Purchases up to \$50,000.00 may be made from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) (Section 946.515, Florida Statutes) and RESPECT of Florida, Inc. (Section 287 and 413.036, Florida Statutes) without competitive bidding.
10. Term Contracts: A purchasing technique in which a source or sources of supply are established for a specific period of time, usually characterized by an estimated quantity at predetermined pricing. The base period may extend up to 5 years and the total Contract period may not exceed ten (10) years. Release Orders may be issued against the Term Contract. The Term Contracts are not encumbered, the encumbrance occurs on the Release Order. Orders must include brief description of the goods and services (scope) along with an estimated cost to be encumbered using the agreement's terms and conditions. The items or services on the Term Contract usually have firm prices although the Contract may allow for a discount off established price lists. Any changes to the items (part numbers, labor categories or pricing), must be captured by an amendment to the agreement unless otherwise authorized under the contract. If an Order is issued for items or pricing that are not contained in a Term Contract, that Order will be processed as an unauthorized purchase (Section 220.16, Purchasing Code). Term Contracts may be used Countywide when appropriate. The process for a Term Contract is as follows:
 - (a) The User Department or Division shall notify the Purchasing and Contracts Division of the requirement for a Term Contract. The request must include an appropriate Statement of Work (i.e., estimated quantities, item descriptions, specifications, etc.). The Purchasing and Contracts Division may initiate Term Contracts for Countywide use as deemed appropriate by the Purchasing and Contracts Manager or designee.
 - (b) More than one Contractor may be awarded a Term Contract depending on the need for the goods or services. The solicitation and Contract documents must indicate how work will be distributed among the approved Contractors, if applicable.
 - (c) When Release Orders are processed by requiring Department or Division, it shall ensure compliance with all terms and conditions of the Agreement. On Term Contracts with multiple contractors, a statement of work will be provided to each Contractor with a complete description of the requirements enabling them to prepare a quote. The Release Order will be awarded to the Contractor with the lowest price that meets the requirements.



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- (d) Items can be added to an existing Term Contract by amendment when the Purchasing and Contracts Manager or designee determines it is in the County's best interest. Items must be added at a fair and reasonable price and the amendment must be properly executed.
- (e) Term Contract renewal options:
- (i) Term Contracts may be renewed if the following criteria are met:
- There is a continuing requirement and funding is available.
 - The Contractor's performance has been satisfactory.
 - The prices remain fair and reasonable.
 - The option to renew is available in the Contract.
- (ii) The Purchasing and Contracts Division personnel will work with the User Department or Division to determine if the renewal option will be exercised. The Purchasing and Contracts Division will ask the Contractor if it wishes to renew the Contract for an additional term if a renewal period is available. The renewal process is complete when Purchasing and Contracts Division notifies the Contractor of the renewal determination. If modifications to the contract are requested, such as a price increase, an amendment process is initiated by the Purchasing and Contracts Division independently from the renewal process.
11. Vendor Acknowledgment Forms: Some vendors send forms and documents acknowledging a purchase order. These forms need to be sent to the Purchasing and Contracts Division to determine if indeed the forms are applicable. County personnel's signature on the vendor's documents indicates the County has accepted the supplier's terms and conditions, thereby making a new Contract that supersedes the conditions of the County's documents. The Purchasing and Contracts Manager should be contacted directly if the vendor refuses to ship without such a written agreement. If the vendor refuses to deliver products or services without a signed acknowledgement form, the Purchasing and Contracts Manager or designee will address the issue with the County Attorney's Office and the vendor.
12. Receipt of Goods and Materials: The receiving Department or Division is responsible for inspecting and accepting or rejecting the goods or services.
- (a) The receiving Department or Division is responsible for inspecting incoming shipments for compliance with the Purchase Order or Contract. The Receiving Department shall sign, date, and forward



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the appropriate documents to the Comptroller's Office.

- (b) Incoming shipments of goods and materials should be immediately checked for damage, shortages, overages, and unauthorized substitutions. Delays in checking shipments and forwarding the documents may result in loss of cash discounts, late payment of invoices and payment of interest.
- (c) All deliveries should be FOB destination, freight prepaid; therefore, freight collect deliveries should not occur. If a carrier has a "collect" delivery, contact the Purchasing and Contracts Division immediately.
- (d) Upon receipt of a shipment or delivery, the following steps must be taken:
 - (i) First check for external damage to the packaging. If damage is visible, note this on the delivery receipt and have the driver clearly note the damage on the County's copy. Take pictures of the damage if a camera is available. If it appears the contents are damaged, make sure to open the carton to make a joint inspection of the contents. Note any damaged contents on the delivery receipt and on the County's copy. County employee must retain copy of all related documents. Do not allow the carrier to retain the damaged item unless authorized, in writing, by the supplier.
 - (ii) Next, verify the number of cartons delivered. Note any shortage on the carrier's delivery receipt, have the driver note, and sign the shortage on the County's copy.

NOTE: All shortages and damages must be noted on the delivery receipt or shipping ticket prior to signing for receipt of shipment. Failure to report damages and shortages may result in null or void claims.

If the driver refuses to open the carton or wait for inspection, write a statement on all copies of the delivery ticket such as: "Except for concealed damage" or "Subject to Inspection", and sign the document.

- (iii) As soon as practical, open all cartons and examine the contents carefully. Note any damage on all documents and follow the procedures below for "Concealed Freight Damages".
- (iv) Check the contents of each carton against the packing list and



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the order. Do not commit items for use prior to checking the entire shipment.

- (v) If a shortage or damage is discovered, or an incorrect item is received, contact the appropriate Procurement Analyst immediately. Do not sign the "Receiving" documents until the problem is solved.
 - (vi) If a partial order is received and the packing list or invoice does not indicate balance of order status, notify the appropriate Procurement Analyst. Each partial shipment requires a receiving report. Make copies of the blank report for use as the remaining shipments arrive.
 - (vii) When the order is complete, fill out the "Receiving" documents and forward to the Comptroller's Office. The Department or Division notifies the Comptroller's Office that the ordered items or services have been received, inspected and are satisfactory.
- (f) Concealed freight damage: The following procedures will substantiate claims for hidden damage discovered after the driver has left. All personnel who receive deliveries must comply with these procedures:
- (i) Call the carrier immediately to report the hidden damage and request inspection. Failure to report concealed damage within ten (10) business days of delivery may result in the carrier denying your claim.
 - (ii) Confirm the call in writing. This establishes notification within the ten (10) business-days period. Forward a copy of your letter to the Procurement Analyst.
 - (iii) Retain the damaged merchandise. The carrier must give permission to use or dispose of damaged items. Also, hold the containers and all inner packing materials until the carrier's inspection.
 - (iv) Your delivery receipt and freight bill are needed as supporting documents when filing a claim.
 - (v) Carefully read the carriers inspection report before signing. Do not sign unless you agree with all the facts and conclusions on the report. If the item cannot be repaired, the inspector must request replacement on the inspection report.
 - (vi) Forward copies of the inspection report, freight bill and



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delivery receipt to your Procurement Analyst. Based on the FOB point, the Procurement Analyst will file the claim with the vendor or the carrier. The Analyst will also determine the disposition of the damaged goods.

(vii) Hold the damaged goods until receiving disposition instructions from the Procurement Analyst. The vendor or carrier will pay shipping costs to return the item(s).

(viii) In all cases, keep the Procurement Analyst informed.

(g) Special Receiving Requirements:

(i) Receipt of Computer/Information Services Equipment: The Information Services Department will determine the delivery location of the equipment during the approval process of the requisition.

(ii) Receipt of Telecommunications Equipment: Deliveries will go directly to the Telecommunications Division, who shall take receipt.

(iii) Receipt of Rolling Stock or Vehicle Equipment: Deliveries will go directly to Fleet Services Division, who shall take receipt.

13. Invoices: Departments and Divisions process invoices, ensuring compliance with the Order, Contract, Receiving Documents and verifying invoice accuracy. If the order refers to a piggyback or a Term Contract, the prices on the invoice must be verified against the Contract prior to submitting the invoice to the Comptroller's Office for payment. The following procedures will assist in the invoice processing to comply with the "Florida Prompt Payment Act" (Section 218.70-218.80, Florida Statutes):

(a) The vendor must send invoices directly to the Comptroller's Office, and one (1) copy to the User Department or Division. Invoices must be recorded when received by the County. If invoices are received by a Department or Division before they have been received by the Comptroller's Office, they must be immediately forwarded to the Comptroller's Office.

(b) The Contractor shall invoice in accordance with the Contract or Purchase Order. The User Department or Division shall immediately review the invoice, ensure conformance with the terms and conditions, approve the invoice accordingly, ensure that the invoice reflects the PO or Contract number, complete the receipt process in J.D. Edwards, and forward to the Comptroller's Office for payment.

(c) The User Department or Division must ensure the following



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documentation is completed prior to payment of the final invoice for a Construction Contract:

- (i) Contractor's Waiver of Lien – Final and Complete
 - (ii) Consent of Surety to Final Payment
 - (iii) Certificate of Architect/Engineer
 - (iv) Certificate of Substantial Completion
 - (v) Certificate of Final Completion
 - (vi) Contractor's Release
 - (vii) Certificate of Final Inspection
 - (viii) Material and Workmanship Bond (if required in the solicitation)
 - (ix) Subcontractor's Waiver and Release of Lien upon Final Payment
- (d) After proper completion of the project and all required documents, the Purchasing and Contracts Division shall provide copies of pertinent documents to the Comptroller's Office.
- (e) The Comptroller's Office shall pay proper invoices within the time frames required by the Florida Prompt Payment Act.
- (f) A proper invoice is required to contain, at a minimum, the following:
- (i) Date
 - (ii) Description and quantity of items purchased or services rendered
 - (iii) Purchase price or cost of service
 - (iv) Name and address of vendor
 - (v) Purchase order or Contract number
 - (vi) Direct payment invoices must contain the ordering Department or Division name.
 - (vii) If the final invoice is received on non-construction projects and an encumbrance remains, the invoice must state final invoice and Comptroller's Office will release the remaining encumbrance after payment.

M. CONTRACT FORMALIZATION.

1. Solicitation Information: Upon receipt of a requirement from the User Department or Division, the Purchasing or Contracts Administrator, along with the requesting Department or Division, shall review the requirement to determine the procurement method. Purchasing and Contracts Division is responsible for all procurements over the mandatory bid limit. When there is an on-going need for goods or services that may extend over multiple periods or years, the total cumulative amount to be paid over the duration of the Contract term must be used to determine the formal procurement



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method. (Section 3.5513, Administrative Code).

The following procurement process applies to all solicitations including leases, construction, non-professional services, general consulting, professional services (non-CCNA), etc.

- (a) The Purchasing and Contracts Division shall review requests received from the User Department or Division, in order to determine if the following requirements have been met:
 - (i) The User Department submitted the proper documents to authorize the Purchasing and Contracts Division to proceed with advertisement of the project.
 - (ii) Applicable form(s) are accurate and complete and all criteria are fair and reasonable.
 - (iii) The basis of award are clear.
 - (iv) Consensus is obtained for any deviations proposed to the County's standard draft documents and review for acceptability.
 - (v) The proper approvals for various aspects of the procurement have been received (i.e., Risk Management, IS approval, if applicable, Fleet Division approval, if applicable, vendor licenses, permits, fees, etc.).
 - (vi) Technical specifications comply with rules, regulations, codes, procedures, and applicable laws.
 - (vii) Technical specifications are applicable for fair and reasonable competition among Suppliers and Consultants, as applicable.
 - (viii) The bid or price schedule reflects the goods or services required in the scope of work (each line item is described in the scope and all work is priced). Ensure that the bid or price schedule is structured to facilitate cost or price analysis.
 - (ix) Documentation is included to enable Purchasing and Contracts Division to develop a biddable package without ambiguities and with clear, understandable requirements and to allow Purchasing and Contracts Division to determine the appropriate contract type.
 - (x) If any technical requirements or specifications are restrictive due to sole, single, proprietary designations and if proper documents are included for review. The sole, proprietary, or



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single source determination must comply with Section 3.5517, Administrative Code.

- (xi) The User Department or Division arranges necessary asbestos survey, in accordance with the Asbestos National Emission Standards for Hazardous Air Pollutants, EPA, 40 C.F.R. Part 61, when demolition services are requested and it is required for the project.
- (b) The User Department or Division must provide the names of the individuals who will be on the review, evaluation, or qualification committee.
- (c) The User Department or Division, with the assistance of the Purchasing and Contracts Division, must provide the evaluation factors and relative importance and weights for each of the criteria.
- (d) The Purchasing and Contracts Division and the Project Manager will set the project schedule for the various milestones (i.e., advertisement, pre-proposal conference, site visits, evaluation/presentation dates, negotiation, BCC award, etc.).
- (e) The preparation of specifications is the responsibility of the User Department or Division and the specifications must be definitive or descriptive of the County's requirements. The Purchasing and Contracts Division will review the specifications and it reserves the right to request modifications to the specifications to allow for fair and equitable competition. Specifications must permit competition except on non-competitive materials or services. Such specifications may consist of one or more of the following type: (1) brand name or equal; (2) equipment performance requirements; (3) performance specifications.
- (f) The User Department or Division must inform the Purchasing and Contracts Division and provide information if federal or state pass-through grant funds are used for construction projects (i.e., transportation, housing, air and water pollution reduction, health, or alteration or repair of public buildings). Contracts funded by such grants must contain clauses in the solicitation setting forth the minimum wages to be paid to laborers and mechanics employed under the Contract. The Davis-Bacon Act requires Contractors or their Subcontractors to pay workers no less than the locally prevailing wages and fringe benefits paid on projects similar in nature. The Project Managers are responsible for monitoring Contracts to ensure compliance. Payroll records from all Contractors and Subcontractors must be collected, reviewed, and submitted to the grantor with the quarterly financial reports. A review of the grant agreement will



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confirm if the Davis-Bacon Act applies. The County shall comply with the Florida Department of Transportation (FDOT) Local Agency Program (LAP) Checklist for Federally Funded Professional Services Contracts, Federal and State Requirements, and any subsequent changes to these requirements, for the procurement of professional services under the Consultants Competitive Negotiations Act (Section 287.055, Florida Statutes). The County shall comply with all FDOT guidelines and requirements for the procurement of FDOT-funded-projects.

2. Advertisements (Public Notices): Advertisements and all public notices must comply with Section 3.555, Administrative Code. All incumbent Contractors and Consultants will be notified directly of the follow-on solicitation by being provided a courtesy copy of the advertisement if the Contractor or Consultant is in good standing with the County. The Purchasing and Contracts Division shall notify vendors registered with Seminole County Government using the on-line vendor notification process and shall utilize publications and catalogues, suggested sources from the User Department or Division, previous suppliers, previous bidders, etc., to obtain maximum competition.
3. Distribution and Posting of Procurement Documents: The User Department or Division is responsible for providing specifications, technical information and drawings for construction projects in an acceptable electronic format to the Purchasing and Contracts Division.

The Purchasing and Contracts Division shall post all solicitations to the County's web site and will e-mail or send hard copies only when requested in writing.

4. Pre-Proposal and Pre-Bid Conference: Pre-Proposal and Pre-Bid Conferences must comply with the State of Florida's Sunshine and Public Records Laws. Reasonable notice of the date, time, and place of the meeting must be given. The meeting should be recorded when possible. If not recorded, minutes must be taken by the Purchasing and Contracts Division personnel responsible for chairing the meeting. If the meeting is recorded, no transcriptions will be available.

A Pre-Proposal or Pre-Bid Conference must be held whenever deemed appropriate by the Purchasing and Contracts Personnel in coordination with the Project Manager. The Procurement Analyst of record (who chairs the meeting), a representative of the User Department or Division (who shall be prepared to answer technical questions, usually the Project Manager), staff with special expertise (i.e.; Fleet Services when purchasing equipment, Information Services when purchasing computer equipment), and any other County staff members as deemed appropriate by the Purchasing and Contracts Manager or designee or the Project Manager shall all attend the



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conference.

The Procurement Analyst will schedule the pre-bid or pre-proposal conference and will assist in conducting the meeting to the following extent:

- (a) Have all representatives sign the attendance roster.
- (b) Provide a brief introduction describing the project including performance period.
- (c) Discuss the role of Purchasing and Contracts Division in the procurement and administration process.
- (d) Have the project manager discuss the specifics of the project to include a review of the plans and specifications, allowing for a question and answer period.
- (e) Determine any issues discussed that require issuance of an addendum. All addenda will be issued by the Purchasing and Contracts Division and will be issued with enough time to allow vendors to properly respond to the solicitation. The User Department or Division will provide Purchasing and Contracts Division with the technical documentation such as changes, additions, deletions to the plans and specifications.

5. Minority/Woman Owned Businesses: Seminole County encourages all segments of the business community to participate in its procurement opportunities. Minority/Woman Owned Business Enterprises (M/WBEs) are encouraged to register on the Website. In accordance with the Purchasing Code, the County will honor certification of vendors made by the State of Florida or by any other public entity with an M/WBE certification program.

6. Bid Opening/RFP Closing Procedures:

- (a) Bid Openings: The Bid Opening must comply with the State of Florida's Sunshine Law and Public Records Laws. The name of the Bidders will be announced with the amount of the bid, if applicable. If the bid consists of multiple line items, only the total bid cost will be read. The Bid Security, if required for the project, must be verified and read aloud. A bid tabulation form will be posted on the Purchasing and Contracts Division's website within 48 hours from the bid opening.

The tabulation sheet must indicate the name of the company, address, telephone number, fax number, e-mail address and the name of the person that signed the submittal.

A sign-in sheet must be prepared and all attendees should sign it.



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- (b) **RFP Closings:** The RFP Closings must comply with the State of Florida's Sunshine Law and Public Records Laws. Proposals must be closed in public at the time and place indicated in the RFP and advertisement. Only the proposer's names will be publicly announced. A tabulation form will be posted on the Purchasing and Contracts Division's Website within 48 hours from the opening. The tabulation will include the criteria's evaluation weight factors.

If during the evaluation of the proposals, a submittal is disqualified, the tabulation sheet must indicate the disqualification and the reason for the action.

The tabulation sheet must indicate the name of the firm, address, telephone number, fax number, e-mail address and the person that signed the proposal.

7. **Bid Verifications:** The bids must be reviewed carefully to ensure compliance with the minimum requirements established in the solicitation documents. Examples of such compliance may include, but is not limited to the following:
- (a) Pre-qualification with the Florida Department of Transportation, which can be verified by the internet.
 - (b) Contractor's licenses and certifications.
 - (c) Minimum years of experience or in business.
 - (d) Acknowledgement of addenda, especially if mandatory to the project. The tabulation sheet must include the information if a submittal did not acknowledge or if only partially acknowledged the addenda. If the addenda uses mandatory language such as "**SHALL**" or "**MUST**" and the submitter fails to acknowledge the addenda, the submittal will be disqualified and the tabulation sheet must indicate the reason for the disqualification. If the addenda uses discretionary language such as "**MAY**" and the submittal fails to acknowledge the addenda, the tabulation sheet must indicate the information.
 - (e) Only mathematical errors for line item pricing made in the price extension will be corrected. The unit price will control and the extension price will be corrected accordingly. If unit price is omitted, then extension price will control.
 - (f) If during the review of the bids, a Bidder is disqualified, the tabulation sheet must indicate the disqualification and the reason for the action.
 - (g) The Purchasing and Contracts Division may issue a request for a Best and Final Offer (BAFO) to all bidders remaining in the



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competitive range if necessary in an attempt to meet budget for the project.

8. **Tie Bids:** If two or more vendors submit the exact dollar amount as their quote or bid offer, or if two or more firms are deemed equal during the review process, and unless the solicitation documents stipulate criteria for determination of award for tie bids, the following criteria, in order of importance, will be used to break such a tie:
 - (a) Shorter delivery time
 - (b) Prompt payment discounts
 - (c) Location of vendors' place of business, with preference to award to vendor whose place of business is within Seminole County
 - (d) Minority firm
9. **Request for Proposals (RFPs):** Although competitive sealed bidding (Invitation for Bids) is the preferred method of acquiring commercial off-the-shelf equipment, supplies, or services in excess of the mandatory bid limit, another method should be used for those circumstances when the selection of a firm should not be based on price alone. Many times, the Purchasing and Contracts Division must take into consideration the potential need for presentations, discussions, or negotiations and use evaluation factors in addition to price to determine what is in the best interest of the County (Section 3.558, Administrative Code).

The greatest emphasis for Requests for Proposals (RFP's-non-CCNA) should be on adequately defining the scope of work or service needed and on adequately evaluating the capability of those firms interested in performing the service using established evaluation criteria stated in the RFP. The User Department or Division shall develop the specifications and scope of work for the RFP. The County Attorney's office will prepare an appropriate draft agreement for inclusion in the RFP package.

The Purchasing and Contracts Division in conjunction with the User Department or Division will develop the RFP documents, which may include the following:

- (a) Time and place for receiving the responses and pre-proposal meeting information, if applicable.
- (b) Background or general information related to the project.
- (c) **Scope of work:** A work statement, technical specifications or performance specifications including delivery requirements



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- (d) Vendor qualification requirements, i.e., years of experience in performing services, required certifications, licenses, or pre-qualifications, bonding requirements, insurance requirements.
- (e) Request for information or documents to be submitted as part of the vendor's response, i.e., resumes, required forms (whether included or not included in the RFP), format in which the proposal is to be submitted and any other elements specific to the Contract.
- (f) Evaluation criteria: The proposals will be evaluated based upon the criteria and weighting factors (qualitative, quantitative), i.e., price, qualifications, technical soundness of the proposal, understanding the County's needs, financial resources, and previous contracting experience with the County. Price must always be included in the evaluation criteria. Only factors or criteria indicated in the solicitation may be used in the evaluation.

Proposals must be closed in accordance with the State of Florida's Sunshine Law and Public Records Laws at the time and place indicated in the RFP documents and advertisement. Copies of the submittals deemed responsive and responsible by Purchasing and Contracts Division will be sent to the evaluation committee with copies of the tabulation form, and evaluation details. If the award criteria for the RFP is low price technically acceptable and the apparent lowest proposer is determined to be non-responsive or not responsible, a written determination is required and must be approved by the Purchasing and Contracts Manager.. Negotiations and discussions can be conducted with all proposers along with minor changes of the scope. To finalize these negotiations and clarifications, the Purchasing and Contracts Division may issue a request for a Best and Final Offer (BAFO) to all offerors remaining in the competitive range.

N. BONDS, BID SECURITY AND INSURANCE.

1. **Bid Security:** If the Purchasing and Contracts Manager or designee determines it is necessary, and as provided in the Purchasing Code, bid security will be required by the Invitations for Bids and Requests for Proposals and for Construction Contracts. If required, all bids or proposals submitted in response to the solicitation must be accompanied by either a bid bond executed by a surety company meeting the qualifications as specified in the bid documents or by money order, certified check, "cashier" check of any federally regulated national or state bank in the United States, payable to the Seminole County Board of County Commissioners. A personal check or a company check of a bidder is not a valid bid security. Security of the successful bidder will be forfeited to the Board of County Commissioners if the awarded vendor fails to execute the Agreement. Bid securities of unsuccessful bidders or proposers will be returned to them after award of the Contract.



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2. **Bonds:** Bonds are a binding document executed by a bidder or proposer and Surety Agency to assure fulfillment of the obligations identified in the contract and in the bond. Bonds must conform to the minimum standards as set forth in Chapter 255, Section 255.05(1) (a), Florida Statutes.
 - (a) A Performance Bond is issued by a Surety to protect the County from loss due to the bidder's inability to complete the contract as agreed; secures the fulfillment of a contract requirements.
 - (b) Payment Bond is a bond that is executed in connection with a contract and secures the payment of all persons supplying labor and materials in the prosecution of the work provided for in the contract.
 - (c) A Maintenance Bond is a bond executed at contract closeout that assures that the Contractor will perform those services required by the Contract regarding warranty and guarantee of the project.
 - (d) Both Payment and Performance Bonds must be in the amount of at least one hundred percent (100%) of the Contract price.
 - (e) Occasionally, and always in the case of Construction Contracts exceeding \$200,000.00, Payment, Performance and Maintenance Bonds are required.
 - (f) Bonds may be requested if the vendor has no prior experience with County or the vendor does not have adequate financial resources. Bond requirements for projects less than \$200,000.00 may be determined by the Purchasing and Contracts Manager or designee.
3. **Insurance:** Insurance protecting the County against liability, property damage and contractual risks is essential. While it is acknowledged that such requirements do add to the initial costs of any project, the reduction of risks involved (injury, fire, theft, vandalism, loss of life) far outweighs those costs. Worker's compensation, property damage, liability, and automotive property damage & liability are required. Additional coverage may be required, depending upon the nature of the project.

The County must determine, prior to issuance of any solicitation, which projects or materials (communications equipment, for instance) should have the extra protection of bonds and insurance including the amount and type. The Purchasing and Contracts Division or designee will assist the Risk Manager Representative and the User Department or Division in determining insurance requirements for solicitations

O. PROPOSAL EVALUATION, COMMITTEES RESPONSIBILITIES.

1. **Evaluation of Proposals and Recommendation for Award:** Once the project



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has been tabulated, copies of the proposals will be sent to the Evaluation Team in conjunction with the Tabulation Sheet and instructions and forms related to the evaluations. The proposals are exempt from release as public information for thirty (30) days from the receipt of proposals or until the recommendation of award is posted on the County's website, whichever comes first.

The County's mission is to award quality contracts and the evaluation process is key to success. The evaluation process includes examining each proposal in detail against the standards established in the evaluation criteria and the requirements set forth in the solicitation, and assigning a rating, with a supportive narrative. The proposal evaluation process must be conducted in a fair, comprehensive, and impartial manner. The principal purpose of the process is to determine which proposals are acceptable and to provide a sound basis for the Board of County Commissioners to make an informed and reasoned selection by the following:

- Presenting a clear picture of the issues considered during the evaluation by identifying areas of uncertainty as well as those that provide substantial assurance of a successful outcome.
- Listing the strengths, weaknesses, and risks of each proposal.

Guidelines:

- a) Each member of the Evaluation Committee is responsible for evaluating the Proposals. Each evaluation should be done individually and the evaluation must reflect individual analysis.
- b) Members of the Committee must not have contact with any of the Proposers until the final evaluation and recommendation of award by the County staff for the specified project has been posted on the County's website. Attempts made by Proposers to contact the Committee members (either directly or indirectly) before the final evaluation and recommended award being posted must be reported to the County Purchasing and Contracts Manager.
- c) The County requires the full and complete adherence to and compliance with State of Florida's Sunshine and Public Record laws. The Evaluation Committee meetings will be recorded and minutes will be kept in order to comply with this requirement. The Purchasing and Contracts Division shall coordinate and attend the Evaluation Committee meetings. The Evaluation Committee is structured to provide the skills necessary for the particular project being evaluated. Typically, there will be a technical evaluation and a price/cost evaluation as a minimum. Additional skills required may include engineering, general business, legal, information technology,



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or fiscal. The Committee as a whole may meet to arrive at a recommendation for award or they can perform the evaluation electronically. When a recommendation is received from the Department, the Purchasing and Contracts Division assigned personnel will update the tabulation sheet with the recommendation of the award and post it on the website. Once all the steps above are completed, the Contract will be prepared and the agenda item must be written, if necessary.

The committee members must complete and return all required forms such as the Conflict of Interest Statement and individual evaluation forms and any other pertinent data as necessary for the evaluation of the project or complete electronic evaluations, whichever is applicable.

2. Committee Procedures: It is very important that this process be conducted in a professional and consistent manner; therefore, team members need to be flexible and available for all meetings during the evaluation process, including demonstrations and presentations. These guidelines and procedures will be followed by County employees that are nominated to serve on a Review Committee or an Evaluation Committee.
 - (a) Review Committee: A review will be conducted by the committee members for bids, construction bids and IFBs to determine the responsiveness and responsibility of a bidder by reviewing the contents of the bid and the capabilities of the bidder as well as reasonableness of the bid price. The Committee members will verify the references and the Purchasing and Contracts Division will assist at their request.
 - (b) The Evaluation and Qualification Committee: The Committee will consist of not less than 3 County employees. It is recommended that the team consist of 3 to 5 County employees. If desired, a Consultant can assist in the review process, but will not be an actual team member and will not submit evaluation sheets. A Conflict of Interest Statement will need to be signed by each employee. The recommended composite of the team is as follows:
 - (i) Project or Program Manager (usually serves as the Team Leader)
 - (ii) Division Manager
 - (iii) Project Technical Personnel
 - (iv) County Project Engineer; if applicable



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- (v) Department Director (Projects with a value of \$500,000.00 or more per year)
- (vi) Knowledgeable Staff Employee outside of the Division
 - 1) The Evaluation Committees for the selection of marketing or advertising firms related to tourism or Seminole County sports facilities, sales, business development and event management for Seminole County sports, may contain a maximum of 2 members of the Seminole County Tourist Development Council (TDC), elected for such task by the Council from its membership. The term "event management services" refers to the following services: attracting tourism-related events; hosting tourism-related events; and serving as the primary point of contact for, and providing on-site event assistance to, event organizers. For the purposes of this policy, the term "event management services" encompasses only those event management services for events that occur outside of the scope of any comprehensive contract for management and operations services related to the Seminole County Sports Complex or other Seminole County Parks. As participants on the Evaluation Committee, the Tourist Development Council members will be required to comply with all of the provisions of this Section, the Seminole County Administrative Code, the Seminole County Code and the Florida Statutes relating to evaluation of competitive procurements.
 - 2) If the value exceeds \$1 Million per year, the County Manager or designee must also be a member.
- (c) Invitations for Bids (IFBs) and Construction Contracts (CCs): The award of the Contract is to the lowest priced, responsive, responsible bidder. The Review Committee consists of the Project Manager and at least two other County staff members with knowledge of the project. The Committee's role is to assist Purchasing and Contracts Division with the technical review of the bid or construction bid received from the apparent low bidder, in order to ensure that the bid conforms to the scope and requirements of the project. A Consultant may assist the team, but not as a voting member. A review of the bid is required to determine if it conforms to the requirements stated in the solicitation. If the lowest priced bid is found non-responsive, then the next low bidder will be reviewed and the process will continue until a responsive Contractor is identified. When the lowest priced



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bidder is found non-responsive or not responsible, this determination must be stated on the Bid Tabulation Sheet and written notification sent to the bidder.

- (d) Contracts awarded under the State of Florida's Consultants' Competitive Negotiation Act (CCNA): This formal evaluation process will identify the firms that best meet the County's requirements in accordance with the evaluation criteria stated in the solicitation. The Evaluation or Qualification process requires an evaluation of all proposals independently against the established evaluation criteria as stated in the solicitation. The Purchasing and Contracts Division shall provide the evaluation forms, hardcopy or electronically, to the members of the Committee. Each evaluation must include comments of the strengths, weaknesses, and deficiencies of each proposal that support the staff recommendation. The Evaluation Team shall evaluate statements of qualifications and performance and shall conduct discussions with and may require presentations by no fewer than three (3) most highly qualified firms selected in order of preference. Only these presentation evaluation sheets will be included in the backup of the agenda item along with a combined consensus sheet of both the initial evaluation and the final short-listed firms.
- (e) For CCNA procurements with an estimated value of \$1M per year or more: the procedure will be the same up to the point of short-listing firms: The Evaluation Committee will evaluate, rank, and short list the appropriate number of firms (at least three, but could be more if multiple awards are contemplated). The Tabulation Sheet will be revised with the names of the short-listed firms and it will be posted to the County's website. The Committee may hear presentations from the short-listed firms. The Committee members will individually evaluate the presentations or conduct discussions, in accordance with the process. No combined scores or ranking will be done by the Committee. The Committee will not issue a consensus report or make any recommendations to the Board of County Commissioners unless otherwise instructed by the County Manager or designee. Each Board member will be given copies of the written proposals from the short-listed firms, along with the evaluation work sheets from the initial evaluation and the work sheets from the short-listed firms' presentations. The project will be presented to the Board of County Commissioners as a regular agenda item on the Purchasing and Contracts agenda. The Board will discuss, rank the short-listed firms, and recommend award of the Contract in the Board meeting using CCNA procedures. Upon the Board's decision, Purchasing and Contracts Division will forward information to the County Attorney's Office to prepare the Contract.



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- (f) Request for Proposal (RFPs) (Non-CCNA): Price is usually not the only evaluation factor. The method of award must be stated in the solicitation and may be one of two types: low price technically acceptable or best value. For low price technically acceptable process, the evaluation process will start with the lowest priced proposal to determine if they are technically qualified. If not, then proceed to the next low until an acceptable proposal is identified. A pass/failed or Yes/No evaluation is required to determine if the proposal meets the technical requirements. For best value process or an award to other than the lowest price, the team must evaluate all proposals and document the advantages of the recommended firm to support the best value recommendation. The documentation must specifically address why the recommended award is worth the added cost over the lowest (or lower) price(s). The evaluation documents supporting the best value justification will be part of the backup documents along with the committee's consensus summary sheet.
- (i) Method of evaluations. There are two approved methods of evaluations to be used:
- a. *Weight (points) system, can be a two-step process*
 - b. *Rating (adjectival) system, can be a two-step process.*
- (g) General Guidelines for Evaluation Teams:

The Purchasing and Contracts Division will provide the team with copies of the responsible, responsive proposals received for the project and all the necessary forms for the evaluation process. The Purchasing and Contracts Division will monitor the process and provide guidance during the process. A proposed team member lacking previous experience on the evaluation process, shall be trained prior to service on the committee. The Purchasing and Contracts Division will review forms for completeness and compliance with the established policy. Any forms that are not properly completed or lack supporting comments or documentation to support the award recommendation may be rejected and result in a delay of the award.

Each team member must be thoroughly familiar with the contents of each proposal and the requirements of the evaluation criteria in the solicitation. Team members should evaluate each proposal on its own merits and in accordance with the requirements stated in the solicitation. As part of the evaluation process, the Team will perform reference or past performance checks. At the Evaluation Team meeting, team members will work towards reaching consensus and the Team as a whole will submit a single recommendation for



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proceeding. The Evaluation Team Leader, with assistance from Purchasing and Contracts Staff, will guide the team's deliberations using one of the following evaluation scoring methods:

- (i) List the Strengths and Weaknesses using the following guidelines (Weighted Points system):
 - Strengths: Those areas in which the proposal exceeds the County's requirements.
 - Weaknesses/Deficiencies: Those areas where the proposal lacks soundness or effectiveness, which could prevent successful performance of the Contract. Areas where the proposal fails to meet the County's requirements.
- (ii) For rating (adjectival) system:
 - Highly Acceptable (HA): Those proposals that exceed the requirement in a way that benefits the County or meets the requirements and has enhancing features which benefit the County. Must identify those attributes on the evaluation forms.
 - Acceptable (A): Those proposals that meet the County requirements. Any weakness is minor.
 - Marginal (M): Those proposals that contain major weaknesses or a series of minor deficiencies which could have an impact if accepted. Must identify those weaknesses on the evaluation form.
 - Unsatisfactory (U): Those proposals that do not comply substantially with the requirements. Must identify those issues on the evaluation form.
- (iii) These strengths, weaknesses and deficiencies can be used in the negotiations, presentations and discussions during the evaluation process. For best value process or award to other than the lowest price, the Evaluation Team must evaluate all proposals and document the advantages and attributes of the recommended firm that support the best value recommendation. These evaluation forms supporting the best value justification will be part of the agenda backup if the project requires Board approval. A consensus form can be submitted instead of individual forms.



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- (iv) When comparing evaluation points with adjectival scoring: 90% and above of points assigned under that evaluation criteria is consider a Highly Acceptable score; 80% to 89% of points assigned is considered as Acceptable score; 70% to 79% of points assigned are considered as Marginal and 69% and below of the points assigned is considered as Unacceptable.

Example:

Evaluation Criteria-Project Approach (35 weighted points): The score of 32 points out of 35 was assigned by the evaluator (32 divided by 35 = 91%); a score of above 90% would require detailed list of attributes, strengths and enhancement to receive the Highly Acceptable score.

3. Price and Cost Evaluations: The Purchasing and Contracts Division is responsible for performing a cost or price analysis on each solicitation. At times when the cost is not a lump sum or has various subjective values that could affect the actual cost of the goods or services, Purchasing and Contracts Division, with assistance from the Department, will determine the best method to evaluate cost. When using the adjectival evaluation process for the cost/price comparison, Purchasing and Contracts Division will use the following guidelines when determining the rating. The actual points assigned for that evaluation criteria will be used under the point system. The formula stated below is used with both the adjectival and weighted processes.

Example:

Cost rating under the weighted points and adjectival processes

Supplier	Supplier Proposed Cost	Lowest Cost	Lowest Cost divided by the Proposed Cost	Evaluation Weight Factor	Weighted Score (% X Factor)*	Adjectival Score
A	\$40,000	\$33,900	85%	30	26	A
B	\$37,500	\$33,900	90%	30	27	H/A
C	\$33,900	\$33,900	100%	30	30	H/A

*Weighted score is rounded up from 0.5 and down from 0.4.

Highly Acceptable (H/A (4)); 90% and above

Acceptable (A (3)); 80% to 89%

Marginal (M (2)); 70% to 79%

Unacceptable (U (0); 69% and below



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If the Contract is based upon various hourly rates or level of effort, the analyst must make some assumption based upon anticipated usage or historical data. This estimated cost must be analyzed using the method stated in the solicitation or using benchmark or historical data. Cost data will be included in the supporting documentation.

4. Interviews and Presentations: Presentations and interviews must comply with the State of Florida's Sunshine and Public Records Laws (Section 286.0113, Florida Statutes). The Tabulation Form must be updated with the interviews or presentations schedule and posted on the County's website.

Once the short-listed firms have been identified, Purchasing and Contracts Division staff must ensure compliance with the following process:

- (a) Notify the Consultants by mail, fax or e-mail of the County's determination. The firms must be notified within seven (7) days after the Evaluation Committee meeting. The notification must include details of the interviews or presentations including, but limited to, the following:
 - (i) Date and time of the interview/presentations
 - (ii) Location of the meeting
 - (iii) Time allotted for each firm
 - (iv) Additional information if requested by the Evaluation Committee
- (b) Purchasing and Contracts Division staff will coordinate the schedule of the interviews or presentations with the Evaluation Committee and will send invitations via Outlook or other agreeable method.
- (c) The County Purchasing and Contracts website must be updated within 48 hours and must indicate the names of the short-listed firms and the date and time of the interviews or presentations.
- (d) Interviews or Presentation evaluation forms will be prepared by the Purchasing and Contracts Division and they will be provided to each member of the Evaluation Committee at the start of the meeting. A sign-in form must be completed by each member of the Evaluation Committee and present members of the firms.
- (e) The meeting will be recorded by the Purchasing and Contracts Division personnel; no transcriptions will be available.

P. AWARD.

1. Contract Clauses and their Administration: All County contracts must include provisions necessary to define the responsibilities and rights of the parties to the Contract. The Purchasing and Contracts Manager, after



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consultation with the County Attorney's Office, may issue clauses providing for adjustments in prices, time of performance, or other provisions as appropriate.

2. Contract Negotiations:

- (a) This section only applies to negotiations and should not be construed as applying to presentations or clarifications conducted as part of the evaluation process. For the purposes of this section, negotiations are defined as discussions entered into with the intent of changing the solicitation's terms, conditions, or scope, or the offeror's technical or price proposal in order to reach a mutual agreement. Seminole County will follow the State of Florida guidance stated in Section 287.057, Florida Statutes, Procurement of Personal Property and Services.
- (b) The Negotiation Team: A 3-member negotiation team will consist of the Project Manager, the Contract Analyst, and a third person selected to provide specific expertise. The third member may be from any Department with specific technical knowledge of the requirement. The exact composition of the team will depend on the expertise needed for the items under negotiation (i.e., technical, price, legal, insurance, etc.). Depending on the circumstances, the team may consist of more than three members. The negotiation team may or may not have the same composition as the Evaluation Committee. The Procurement Analyst will serve as the team leader and the lead negotiator on pricing issues. The Project Manager will be the lead negotiator on technical issues. Other team members may take the lead in their areas of expertise; however, the team leader must maintain the focus and direction of the negotiation.
- (c) Negotiating Request for Proposals (RFP's): For low price technically acceptable RFP's, when the proposal exceeds County budget, the Procurement Code allows staff to enter into negotiations with the low proposer in an attempt to bring the project within budget.

When the Evaluation Committee determines that award cannot be made on the initial proposals and negotiations are necessary, the Committee must determine which firms are in the competitive range (i.e., firms that stand a reasonable chance of getting the award). The Committee will identify the strengths and weaknesses, technical and price issues that must be negotiated, and a recommended County position on each issue. A negotiation team will be formed (which may or may not be the same members as the Evaluation Committee) by the Purchasing and Contracts Manager. The negotiation team will meet with the Evaluation Committee to develop a negotiation strategy that addresses each identified issue prior to entering into negotiations. Negotiations must be conducted with each firm



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that is in the competitive range. At the completion of negotiations, each firm must submit a Best and Final Offer (BAFO) formalizing their revised technical and price proposals after negotiations. The Procurement Analyst will require a Truth in Negotiations Certificate from the firms to be submitted with any revised prices that are based on negotiations. The Evaluation Committee will then evaluate the BAFOs and select a firm to recommend for award.

- (d) Negotiating for Professional Services under CCNA (PS's): When the ranking order of short-listed firms has been approved by the proper level of authority, the Procurement Analyst will request a fee schedule and a Truth in Negotiations Certificate from the top ranked firm(s). The Project Manager, working with the Procurement Analyst, will determine if the proposed fee schedule is acceptable under Department or Division established guidelines using the standard negotiations form (with multiplier caps) based on full disclosure of various cost elements to formulate the final multiplier, or if negotiations are required. In making this determination, staff shall give consideration to the scope and complexity of the services to be provided.

If the fee schedule, as submitted, is found unacceptable, the Procurement Analyst and the Project Manager (along with a third member) will form a negotiation team and negotiate with the top ranked firm under the above guidelines for negotiations. A successful negotiation is a determination that the proposed fees and final scope of services are fair and reasonable. In order to make this determination, a detailed analysis of the selected firm's costs must be conducted. If negotiations fail with the top ranked firm, negotiations will be formally terminated and negotiations will then be undertaken with the second ranked firm and so on. The agreement with the successful firm must incorporate the negotiated fee schedule and scope of services.

- (e) Sole Source Negotiations: Similar to any purchase performed through procurement methods with full and open competition, a sole source evaluation will take place, but in a significantly different manner because no comparison will be performed against other prospective providers. Any resulting negotiation will be conducted in accordance with the provisions of this section.
3. Distribution: Upon the Board's approval of the recommendation of award, the Purchasing and Contracts Division will process the appropriate documents and will perform the following tasks:
- (a) Notify the successful Bidder or Proposer and send copy of the Contract for execution. The instructions must include a statement concerning any manipulation of the agreement, including exhibits,



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would be grounds for disqualification and if the manipulation is found after the approval and award, it would be grounds for fraud and misrepresentation. Any work-related activities performed in advance of the bilateral execution of the agreement is not authorized, would be at the sole risk of the Contractor, and would not be billable to the County.

- (b) Request copy of Insurance Certificate(s) and required Bonds from the Contractor.
 - (c) Route the Certificate of Insurance and Bonds for appropriate approval.
 - (d) Route the Contract for internal signatures and processes (i.e., Commission Records, etc.). Electronically scanned signature by the vendor or Contractor may be accepted by those bilateral procurement actions in which signature and approval authority rest in Purchasing and Contracts Division.
 - (e) Before distribution of the executed Contract, the Purchasing and Contracts Division will review the documents for the following:
 - (i) Proper signatures
 - (ii) Approval from Risk Management offices for the Insurance Certificate.
 - (iii) Verification of Bonds such as Performance and Payment Bond for compliance and proper completion.
4. Procurement Database: All pertinent Contracts information must be entered into the Vendor Link database.

Q. GENERAL WORK ORDER PROCESSES.

1. Work Orders: Work Orders (W/O) shall mean a project specific Work Order issued against a Master Service Agreements (MSA). The Work Order specifies the specific project, project schedule and completion time, detailed scope of services, method of payment, and total compensation for the work. The MSA must be in effect before issuing the Work Order. Prior to a Work Order or an amendment to a Work Order authorization being approved under the terms of this section, sufficient funds for the services must be available in an appropriate, approved budget line. The request must be within the approved Board estimated usage amount.

Authorization for performance of professional services by Consultants under a MSA will be in the form of written Work Orders issued and executed by the County and signed by the Consultant or Contractor. A sample Work



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Order is included as part of the MSA. The County makes no covenant or promise as to the number of available projects or that the Consultants will perform any project for the County during the life of the MSA. The County reserves the right to contract with other parties for the services contemplated by the MSA when it is determined by the County to be in the best interest of the County to do so. Methods of payment for Work Orders:

- (a) **Fixed Fee Basis** – The Scope of Services is clearly defined. The amount for reimbursable expenses must be included in the Fixed Fee Amount. Backup must be submitted by the labor categories and rates in the Contract to support the recommended fixed fee. The fixed fee basis is intended for the Scope of Services to be completed within the stated completion time in the Work Order at the fixed fee amount. The Work Order may state that retainage be withheld as per the agreement.
- (b) **Time Basis Method** – The scope of services cannot clearly define the extent, cost, or duration of the work. If a not-to-exceed amount is provided, the Consultant shall perform all work required by the Work Order, but in no event will the Consultant be paid more than the not-to-exceed amount specified in the applicable Work Order. Work Orders for CEI services should be issued under a time and material basis, and if the Work Order waives the retainage for that Work Order, then it does supersede the Master Agreement requirement for retainage, but only for that Work Order.
- (c) **Time Basis Method with Limitation of Funds** – The scope of services cannot clearly define the extent, cost or duration of the work. The Consultant is not authorized to exceed that amount without the prior written approval of the County. Such approval, if given by the County, will indicate the new limitation of funds amount. The Consultant shall advise the County whenever the Consultant has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the limitation of funds amount.

2. The following procedure will be utilized for Work Orders:

- (a) The User Department or Division must submit a request for the contract action through J.D. Edwards and attach a completed Contract Services Request (CSR) form along with the scope of services and vendor proposal. It is the responsibility of Purchasing and Contracts Division staff to verify the information received is correct and applicable for the procurement action and ensure that the scope of services is in accordance to the scope of services approved in the MSA.
- (b) Work Orders (except for some Construction Engineering and



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Inspection (CEI) services) in excess of \$100,000.00 will be paid at 90% on every invoice submitted. Under prompt payment procedures, after 50% completion of the scope of services, retainage may be reduced to 5% of retainage withheld from each subsequent progress payment made to the vendor. All Work Orders under \$100,000.00 will not be held to the 10% retainage unless recommended by the Project Manager. Retainage will be indicated on the Work Order form.

3. Work Order Procedures when Multiple Contracts under CCNA: Professional Services – those services within the scope of practice as defined in Chapter 287.055, Florida Statutes.

When awarding Work Orders under MSAs with multiple Consultants, the objective is to distribute the work equally amongst the Consultants under Contract. Equal distribution of the work will be measured by the dollar value of the work awarded such that each Consultant obtains an equal share, to the extent possible, of the total dollars spent annually on the MSA.

- (a) Selection Process - When dealing with multiple Consultants under a CCNA Master Agreement, the User Department or Division will select one of the Consultants to solicit a proposal. The following criteria may be used to determine which Consultant will be solicited for a proposal:
- (i) Specific and unique technical expertise not available from any of the other Consultants under Contract. This criterion will not apply to all Work Orders.
 - (ii) Distribution of dollars awarded to date under the MSA.
 - (iii) Past performance on previous County work.
 - (iv) If the Consultant does not choose to participate, the County will select another Consultant using the criteria in this subsection (a).

Once the selection has been made, the following procedures are to be utilized so that the Work Order can be completed:

- (a) Generating the Work Order (after selection of the Consultant). The User Department or Division must send a proposal request to the Consultant selected. The request asks for a technical memorandum or scope of services and a fee proposal. The proposal request must include the following:
- (i) Statement of work - The statement of work will be provided to the Consultant with a complete description of the requirement



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enabling the Consultant to prepare a proposal with number of hours, labor classifications, contract hourly rate, sub-consultant fees, if applicable to determine overall cost. The County may ask the Consultant for solutions to problems.

- (ii) Elements - The minimum required elements are the purpose and brief description of the project, description of the work or service are to be performed, the locations where the work or services are to be performed, a contact person for the County for questions or clarifications including the telephone number and the extension number, and what is the required delivery date or period of performance.
 - (iii) Submission of proposal - The User Department or Division must indicate when the proposal is due back to the County. The request must be specific of when and where the proposal is to be delivered, indicating that if the County does not receive the submittal on time, the County understands the Consultant has chosen not to participate in the process for that particular project.
 - (iv) Additional information - If additional information is available for the Consultant's review and consideration, please indicate the location of those documents and the contact person including telephone number and extension number.
 - (v) Meeting and Site Visit - If a meeting or a site visit is necessary to discuss the project, the User Department or Division must indicate the location, time, and date of the meeting.
- (c) The Consultant shall submit the following information in response to the Department or Division's proposal request:
- (i) Detailed Scope of Services – The detailed scope of services must specifically address each aspect of the project and describe in detail how the Consultant will accomplish the work. At a minimum, it must include a list of milestones and a schedule for completion. Each milestone task must be described in sufficient detail for the Department or Division to evaluate the Consultant's understanding of the project and action plan for completion.
 - (ii) Fee Proposal – The Fee Proposal must include, as a minimum, the level of effort proposed to support the work. This should include a list of man-hours by staff position and the Contracted hourly rate for that position. The hourly rate should match the hourly rate in the MSA, unless the hourly rate is



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negotiated to a lower rate. Any subcontracted effort must be included in the proposal and supported by a matching fee proposal with a detailed breakdown of hours, rates, and reimbursable expenses. Reimbursable expenses must be described in detail.

- (d) The County will review the proposal received from the selected Consultant. Criteria to consider when determining the acceptability may include understanding requirements, technical approach, innovative techniques or solutions, management approach, proposed fee, and the ability to meet cost and time constraints. The requesting Department or Division will determine the acceptability criteria for the Work Order.
 - (i) If the proposal, as submitted, is not quite acceptable, but could become acceptable with relatively minor changes to the scope of services, proposed fee schedule, or fee proposal, the Department or Division and Purchasing and Contracts Division staff will enter into discussions with the Consultant to refine the proposal to make it acceptable. Based on those discussions, the Consultant must submit a revised proposal that the County finds fully acceptable.
 - (ii) If the proposal as submitted is unacceptable and cannot be made acceptable without major modifications to the technical scope of services, the proposed fee, or the proposed schedule, the Department or Division may request a proposal from another Consultant under the MSA.
- (e) The User Department or Division must provide copies of all documentation to the Purchasing and Contracts Division, including the following:
 - (i) Determination of acceptability and recommendation for award using the CSR Form.
 - (ii) Request for scope of services, fee proposal breakdown, and Work Order expiration date on the completed CSR form.
 - (iii) Consultant's submittals including Subcontractor's cost and breakdown of cost, if any.
- (4) Work Order Procedures when Multiple Contracts under Non-CCNA: Services other than those services defined as professional services by Section 287.055, Florida Statutes. This section includes, but is not limited, to Non-CCNA Management and Professional support.



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- (a) When dealing with multiple Consultants under a MSA, the User Department or Division may request a technical memorandum or scope of work and fee proposal or may request only fee proposal if a detailed scope of work is defined and provided to all Consultants qualified under the MSA.

- (i) If technical memorandum or scope of work is requested the request must include:

Statement of work - The statement of work will provide each Consultant with a complete description of the requirement enabling them to prepare a proposal with labor-hours and pricing. The County may ask the Consultant for solutions to problems.

Elements - The minimum required elements are the following: purpose and brief description; description of the work or service to be performed; the locations where the work or service will be performed; the basis for determining the award of the Work Order; a contact person for the County for questions or clarifications, including the telephone number, extension number, and the required delivery date or period of performance. Any questions or clarifications given must be forwarded to all Consultants.

Submission of proposal and fee proposal - The User Department or Division must indicate when the proposal is due back to the County. Be specific of when and where the proposals are to be delivered, indicating that if the County does not receive the submittal on time, the County understands the Consultant has chosen not to participate in the process for that particular project. Fee Proposal should include, as a minimum, a list of labor categories that will perform the work and the number of hours assigned to each individual including the Contracted hourly rate for that individual. The hourly rate should match the hourly rate included in the MSA, unless the hourly rate is negotiated to a lower rate. Subcontracting efforts including a detailed cost and price breakdown should be provided. Reimbursable expenses must be detailed.

Additional information - If additional information is available for the Consultant's review and consideration, County must indicate the location of those documents and the contact person including telephone number and extension.

Meeting and Site Visit - If a meeting or a site visit is necessary



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to discuss the project, the location, time and date of the meeting must be communicated to the Consultants. Staff needs to inform the Consultants if the meeting is mandatory.

- (ii) If only fee schedule is required, the request must include:

Scope of Work - The scope of work should delineate in specific terms the services, which are to be provided by the Consultant. By precisely describing the tasks, which are to be accomplished by the Consultant, the conditions under which the work is to be performed, and the statement of work has a direct influence on the quality of the Consultant's performance and the nature of the project's results. The scope of work must include a detailed complete description of the services the County is expecting to obtain from the Consultants. The Scope of Work must include purpose and /description of the project; description of the work/service to be performed; the location(s) where the work is to be performed; a contact person for the County for questions, clarifications including the telephone number and the extension number; and the period of performance, and time frame.

Submission of fee proposal - The User Department or Division must indicate when the fee proposal is due back to the County. Be very specific of when and where the fee proposals are to be delivered, indicating that if the County does not receive the submittal on time, the County will interpret that action as if the Consultant has chosen not to participate in the process for that particular project. The Fee Proposal should include, as a minimum, a list of individuals who will perform the work and the number of hours assigned to each individual including the Contracted hourly rate by labor category for that individual. The hourly rate should match the hourly rate included in the MSA, unless the hourly rate is negotiated to a lower rate. Subcontracting efforts including a detailed cost/price breakdown should be provided. Reimbursable expenses must be described in detail.

Additional information - If additional information is available for the Consultant's review and consideration, the Department or Division should indicate the location of those documents and the contact person including telephone number and extension number of the person.

- (b) The selection will be based on lowest cost and availability of staff to provide the required services in the specified time frame. Delivery of services must also be considered in the evaluation. The criteria must



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not include experience of the firm or individuals because these Consultants have been already qualified under the original evaluation of the MSA.

- (c) The User Department or Division must provide copies of all documentation to the assigned Procurement Analyst, including the following:
 - (i) Completed CSR form
 - (ii) The CSR form must include: vendor recommended for award, scope of work, fee proposal breakdown, and Work Order expiration date
 - (iii) Consultant's submittals including Subcontractor's costs and breakdown of costs.

(5) Work Order Utilization for Professional and Consultant Services:

- (a) Work Orders for professional services defined under Section 287.055, Florida Statutes – CCNA:
 - (i) For a study activity if the fee is less than THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00) or for a construction project the basic construction cost of which is estimated to be less than THREE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00) or as defined under the Florida Statutes, Directors or designee with the assistance of the Purchasing and Contracts Division may select a Consultant based on their expertise, price proposal, and scope of services without publicly advertising the project. However, a competitive environment must be utilized unless there is a time or quality constraint that can be documented by the Department Director or Division Manager.
 - (ii) For a study activity if the fee is over THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00) or for a construction project the basic construction cost of which is estimated to be over THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00) or as defined under the Florida Statutes. The process for Professional Services solicitation must be followed. The process is defined in Chapter 287.055, Florida Statutes.

Master Service Agreements (MSA) - CCNA:

MSA with one Consultant – The Procurement Administrator



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regardless of the cumulative dollar amount will execute Work Orders provided the amounts are within the Board approved budget.

MSA with Multiple Consultants – If the Work Order is over \$49,999.99 and less than \$99,999.99, the County Manager approves and executes. If the cumulative amount of the Work Order is over \$100,000.00, the approval of the Board of County Commissioners and execution by Purchasing and Contracts Division is required. If the Work Order does not require Board approval, the Work Order will be executed by the Procurement Administrator. If the Work Order is less than \$5,000.00, a formal price proposal is not needed. User Departments or Divisions can select the Consultant from the approved list on a rotating basis.

- (b) Processes for services other than those professional services defined under Florida Statutes – Non-CCNA Consultant Services:
- (i) **MSA with one Consultant** – The User Department or Division must submit a request for the contract action in J.D. Edwards and a completed CSR form containing all pertinent information including a cost proposal. Additional information may be required by Purchasing and Contracts Division. The Procurement Administrator, regardless of the cumulative dollar amount, will execute Work Orders if the amounts are within the Board Approved Budget and the cumulative dollars for all Work Orders under the MSA do not exceed the estimated dollar amount approved by the Board of County Commissioners during the award process or renewal process.
 - (ii) **MSA with Multiple Consultants** – The User Department must request Technical and Cost Proposals from all approved Consultants in accordance with the Purchasing Procedures. If the Work Order is over \$49,999.99 and less than \$99,999.99, the County Manager approves and executes. If the Work Order is over \$100,000.00, the Work Order must be approved by the Board of County Commissioners and executed by the County Manager. If the cumulative amount of the Work Order is less than \$100,000.00, the Work Order will be executed by the Procurement Administrator. If the Work Order is less than \$5,000.00, quotes are not needed, and the User Department or Division can select the Consultant from the approved list on a rotating basis. The cumulative dollars for all Work Orders under the MSA must not exceed the estimated dollar amount approved by the Board of County Commissioners during the award process or renewal process.



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- R. AMENDMENTS PROCESS.** The User Department or Division must submit a request for the contract action in J.D. Edwards, which must include a completed CSR Form. The request must include a revised scope of services, including the tasks being eliminated or added, the revised compensation amount, and the additional time for completion, if applicable. It is the responsibility of Procurement staff to verify the information received is correct and applicable for the action and to ensure that the request is in accordance with the Contract.

Once the approval process is completed, the following steps are applicable:

- (1) The Procurement staff must prepare a memorandum with all pertinent information and send the request to the County Attorney's Office for preparation. The request must be accompanied by a copy of any previous Amendments, a copy of the original Agreement, the revised scope of services or additional scope, compensation information, the revised dollar amount, and signature authority for action.
- (2) Once the document is received from the County Attorney's Office, Procurement staff must verify that the information is correct and that the document contains no errors. The Amendment is sent to Consultant or Contractor for signature and attestations or witnesses.
- (3) Once the Amendment is received from the Consultant or Contractor, the document is routed for signature through the proper level of authority and recorded in Commission Records. The original certified copy is kept in the Purchasing and Contracts Division project file and a scanned copy is sent to the Consultant or Contractor and the applicable User Department or Division.
- (4) At the end of each of these tasks, the Model Log in JDE must be updated.

- S. CONTRACT ADMINISTRATION PROCEDURES.** The procedure for Contract Administration establishes responsibilities for the initiation, processing, execution and monitoring of Contracts entered into by the County and in compliance with the Administrative Code, Section 3.55, III Contract Administration.

- (1) Responsibilities of the Project Manager – User Department or Division: The Project Manager manages, monitors, and supervises the planning and coordinates the project with the Divisions within the Department and with other regulatory agencies having jurisdiction over the project, if applicable. The Project Manager is responsible for providing information regarding progress reports and ensuring that project milestones are accomplished within specified time and budgetary constraints. The Project Manager is permitted latitude for independent judgment and decision in the resolution of a broad range of issues involving project management. This delegation must comply with the Department or Division's policies and procedures. While these guidelines may be applicable to all contracts, it should be noted



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that some contracts require more oversight than others, depending on the complexity of the work being performed, risk involved and dollar amount of the contract. The Project Manager is responsible for submitting proper documentation to the different levels of authority to ensure compliance with the following:

- (a) Sufficient funds have been appropriated based on the estimated cost established by the Division or outside Consultant and are available for the purpose of the Contract as well as other budgetary considerations.
- (b) A description of services to be provided under the Contract, including specific objectives.
- (c) After receipt of notification of award, the Project Manager must communicate with the Contractor to discuss scope of services, expectations, milestones for the project and overall scheduling.
- (d) Preclude the issuance of unnecessary or excessively priced Change Orders or Contract Amendments. Ensure that all applicable permits are obtained and in order for the project to continue without delays.
- (e) Ensure that any discrepancies in the Contract compliance is documented and maintained in the Contract file. For any issues involving the performance of the Contractor or Consultant or the adherence to Contractual terms, the Project Manager must notify the Procurement Analyst assigned.
- (f) Review invoices for payment, verify accuracy in accordance with Contract terms, and submit to Accounting personnel within the Department or Division and the Comptroller's Office for payment. The receipt of such items or services must be documented in the JDE system. The payment request must include required documentation according to the Contract terms and conditions.
- (g) Maintain records of Contractor performance. Unsatisfactory performance must be promptly reported to Purchasing and Contracts Division for proper notice and action. A Vendor Material/Service Issue Form or Performance Evaluation Form should be submitted whenever deficiencies occur. Deficiencies are not limited to scope performance. Contractor's failure to adequately invoice or provide administrative documentation should be documented as unsatisfactory if the issue is unresolved and resulting in delays.
- (h) The Department or Division must keep Purchasing and Contracts Division informed if liquidated damages are assessed against the contract.



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- (i) Obtain appropriate approval of the Closeout Documents in accordance to the Agreement. The Closeout Documents must include all documentation as required for approval and final payment in accordance to Title T below. Once the documents are processed and approved, submit to the Purchasing and Contracts Division for execution.
 - (j) Involve Purchasing and Contracts Division in any meeting on an as needed basis relative to the Contract.
 - (k) Ensure compliance with the County Code, policies, and procedures.
 - (l) Ensure appropriate documents are submitted to Purchasing and Contracts Division to support any Change Orders, Amendments and Claims.
 - (m) Monitor Work Order balances to ensure that all expenses are incurred on encumbered funds. Expenses exceeding the Work Order or the Board approved budget will result in an unauthorized commitment.
- (2) Responsibilities of the Purchasing and Contracts Division: To facilitate, monitor and assist the Departments and Divisions through the procurement process. The Procurement personnel will be the designated liaison. Responsibilities include but are not limited to the following:
- (a) Maintain a database reflecting the status of Contract terms, renewals, terminations, change orders and amendments.
 - (b) Promote and maintain consistency in format and terminology for Contract documents.
 - (c) Assist in the development of specifications, processing of Contracts and the monitoring of Contracts by interfacing with the Project Manager and those responsible for the technical aspects of the Contract as applicable.
 - (d) Coordinate with the User Department or Division for the encumbering of Contracts, Change Orders, and Amendments.
 - (e) Ensure that all applicable insurance and bonds are obtained and approved by the Risk Manager prior to award and are in compliance according to the terms and conditions of the Agreement. Ensure that any deviations of Contract language are approved by the County Attorney's Office.
 - (f) Process approval and execution of documents in accordance with the Administrative Code.



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- (g) Coordinate and participate in contract negotiations.
 - (h) A certified copy of the Contract will be distributed to the Consultant or Contractor, the County Attorney's Office, and Comptroller's Office. A copy will be retained in the Project File located in the Purchasing and Contracts Division and an electronic copy will be posted on County's Purchasing and Contracts Division website.
- (3) Responsibility of Risk Management Office: To determine the adequate limits and types of insurance and bonds for contracts. Responsibilities include, but are not limited to, the following:
- (a) Review initial submittals of insurance and bonds to ensure that coverages, amounts, and firms meet the County's requirements.
 - (b) Provide standardization in insurance requirements for County-wide procurements.
- (4) Responsibilities of the County Attorney's Office:
- (a) Prepare all contracts for projects as needed for County operations and as requested by the Purchasing and Contracts Division.
 - (b) Review all contracts to ensure their legality with respect to form and compliance with applicable laws.
 - (c) Provide comments regarding the ramification of certain contractual situations. Provide written legal opinion or representation as needed throughout the course of the Contract.
 - (d) Participate in contract negotiations, as required.
 - (e) Coordinate efforts to obtain contract compliance whenever notified by the Purchasing and Contracts Division of an apparent irresolvable breach of Contract.
- (5) Responsibilities of the Comptroller's Office:
- (a) Review encumbrances to ensure accounting data complies with the County's budget and GASB-34 requirements.
 - (b) Review the terms and conditions of Contracts to ensure invoices are in compliance with the Contracts prior to payment.
 - (c) Payment verification, which involves a review of the Contract, signature authorization, and verification of mathematical accuracy.
 - (d) Issue payment and record in the Financial System.



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T. CONTRACT CLOSEOUT PROCEDURES. A project is ready to be closed out when all obligations under a contract have been satisfied, all disputes have been settled, all inspections have been completed, and Purchasing and Contracts Division approves and processes the close out documents of construction contracts. Closeout process must be in accordance with requirements stated in the solicitation. For those Construction Work Orders under \$25,000.00 that did not require bonds, the formal close-out process (i.e., Final Completion and Contractor's Release forms) is not required. At times, Purchasing and Contracts Division may waive the forms and format of documents to expedite the close out function.

(1) Contract Completion Review:

- (a) When the Contractor determines that the Work is complete in accordance with contract documents, the Contractor shall submit to the County's Representative and Engineer of Record the final project construction completion schedule along with discussion of the close out process to include the following:
 - (i) Date of construction completion.
 - (ii) Walk-through of the project and reviewing the punch list. The purpose of the meeting will include discussion of the submission of warranties, guarantees, and submission of operation and maintenance data (manuals).
 - (iii) Inspection and Testing: Prior to the construction completion acceptance, Contractor shall complete inspection and testing required for the Work.
 - (iv) Submission of contract closeout documents and materials as required.

(2) Final Completion Actions and Submittals:

- (a) **Contractor Responsibility:** Contractor will be solely responsible for the timely completion of all required contract closeout items stated in the contract and general conditions.
- (b) Prior to application for final payment, Contractor shall submit to the County all documents required by the Contract documents for closeout. Contractor shall submit original versions of final sign-off by inspectors. Submissions to include all final Certifications of Inspections and Tests, As-Built, Warranties, Bonds, Release of Liens from Sub-Contractors, Contractor's Final Release of Lien, Consent of Surety, and Certificates of Completion. Contractor shall submit specific warranties, guarantees, and workmanship bonds reflecting



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the accurate dollar value.

(3) Final Payment:

- (a) Final Payment - After completion of the scope of services and submission of all documents and products, the Contractor shall submit final Application for Payment, identifying amount of final payment including retainage, previous payments, and sum remaining due. Payment will not be made until all project records and close-out documents have been received and accepted by the County.

(4) Funding:

- (a) When a project is substantially completed, the Department or Division should review the remaining budget for the project. If the amount of remaining budget is substantially higher than the amount needed to complete the project, the Department or Division should contact its Budget Analyst in order to prepare a BAR reducing the project budget to the amount needed to complete the project, and transferring the excess funding to Project Contingency. If a project requires additional funding due to an unforeseen contingency, the additional funding does not change the Board approved work program, and the project is funded through a fund with established Project Contingency funds, then additional funding can be approved by the County Manager's Office. The additional funding is requested through the Resource Management Department / Budget Division by utilizing a BTR.

U. CONSTRUCTION CONTRACTING.

- (1) Construction Package: The bidding documents are intended to assure protection and benefits to the public. The bidding documents are intended to assure bidders fair and equitable treatment; however, the bidding documents are not intended to create property interests benefiting bidders as a result of the procedural safeguards established to benefit the public. The Project Manager is responsible for submitting to Purchasing and Contracts Division all documents required for the bidding process. The CSR Form is available through the Purchasing and Contracts Division website. Some of those documents include, but are not limited to, the following:
- (a) The scope of work, including technical specifications, drawings, and other relevant data shall be provided in an electronic PDF format
- (b) The project schedule.
- (c) Information about site conditions, such as soil and geology reports.



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- (d) Applicable laws and regulations.
 - (e) Financial Information related to the project including the engineer's estimate of the construction project.
 - (f) The licenses and certifications necessary to complete the scope of work.
- (2) Once the information is compiled, the Project Manager and outside Consultants, if applicable, may meet with Procurement personnel to schedule the timeline for the project and to ensure all documents are correct and the project is ready for advertisement.
- (3) Depending on estimated construction costs, the type of construction contract will determine the Contractor's selection method. Section 255.20, Florida Statutes, sets forth the thresholds for obtaining competition.
- (a) In the construction bid package, Purchasing and Contracts Division shall include the following required forms and any other form necessary and applicable by law:
 - (i) Trench Safety Act –Section 553.60, Florida Statutes, et seq.
 - (ii) Non-Collusion Affidavit of Bidder
 - (iii) Certification of Non-segregated Facilities – Federal Executive Order 11246, Section 202
 - (iv) American with Disabilities Act – 42 U.S.C. §12101, et seq.
 - (v) Drug-Free Workplace –Section 287.087, Florida Statutes
 - (vi) Compliance with Public Records – Chapter 119, Florida Statutes 119, Article 1, Section 24, Florida Constitution
- (4) Once the project is advertised, all questions about the meaning or intent of the Contract Documents must be submitted to the Purchasing and Contracts Division staff personnel. Procurement personnel will submit questions to the Project Manager for a response. If revisions to the solicitation documents become necessary, the Procurement personnel will post addenda information on the County's website. Because the Contract and its documents will change over the course of the project, it is important that the Project Manager and Procurement personnel take note of these changes and maintain a project file with all pertinent information.
- (5) The County has developed baseline documents for Construction projects. These documents establish clear guidelines to be followed by the County and the Contractor and they are to address the requirements of



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Construction projects for both new projects and alterations. However, the County is committed to the ongoing improvement of its documents to meet changes resulting from government regulations, legislation, insurance, and user expertise. These changes must be coordinated with the Procurement personnel and for incorporation in the construction documents. Procurement personnel will obtain approval from the appropriate Department or Division and the County Attorney's Office. The County and its Consultants have a common goal of successfully completing the project by meeting time, cost, and quality requirements. To ensure compliance with the construction contract terms, the Notice to Proceed (NTP) for construction projects will be issued by Purchasing and Contracts Division. Under prompt payment procedures, after 50% completion of the construction services retainage may be reduced to 5% withheld from each subsequent progress payment made to the Contractor, with approval of the Program Manager.

- (6) MSAs for construction projects approved by the Board and Work Orders using the lowest price or using the A plus B process may be executed by Purchasing and Contracts Division providing the amount is within the Board approved budget.
 - (a) For Work Orders under MSAs that are less than \$25,000.00, Department or Divisions may select a specific Contractor using the distribution of work method under the MSA. For these Work Orders, retainage may not apply and a formal closeout process for these small projects is optional.
 - (b) Any Work Order under a MSA greater than \$200,000.00 requires bonds in accordance with the Agreement. For Work Orders under \$200,000.00, bonds may be required if deemed appropriate by Purchasing and Contracts Division.
 - (c) Past performance may be considered in the award of future work and Work Orders under a MSA.
 - (d) The Work Order process is described in Title Q above (General Work Order Processes).
- (7) There are different types of procurement methods for Construction projects. The solicitation may combine several types into one (such as a 2-step selection process and an incentive arrangement). The following are some of the types:
 - (a) Design – Bid – Build; Conventional Method: The County will Contract with Consultant to develop the technical specifications and drawings and the County will solicit bids for the construction.



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- (b) 2-Step Process: This method allows the County to narrow the list of bidders to the most qualified Contractors for a specific project based on relative experience, staffing, financial status, current workload, past and present litigation, licenses, etc. Only those Contractors that are short-listed are invited to submit a bid to the County. The basis of award for step 2 is to the low responsive/responsible bidder.
- (c) Construction Management at Risk (CM@R): The selection of the successful Contractor under this process is based upon a competitive qualification procedure, and is allowed under Section 255.20, Florida Statutes. The CM@R negotiates a Guaranteed Maximum Price (GMP), which includes fee. The CM@R is responsible for directing and coordinating the entire project, including bidding out all subcontract requirements that the CM@R's own workforce does not perform. The GMP is the most the CM@R can receive for constructing the scope of work. If the cost for the project comes in less than the GMP, depending on how the Contract is written, either the balance of the GMP reverts back to the County or is shared with the CM@R. Unless there is a scope change required by the County, any cost overruns are the responsibility of the CM@R.
- (d) Design-Build: A single Contractor provides design, construction, and inspection through a single Contract between the agency and the design-build (D/B) Contractor. Such contracts must comply with Section 287.055, Florida Statutes.
- (e) Alternative Bidding and Contracting Methods Analysis:
- Incentive/Disincentive (I/D) Provisions for Early Completion. I/D provisions for early completion are intended to motivate the Contractor to complete the work on or ahead of schedule. They compensate the Contractor a daily amount for completing the work ahead of the I/D completion date or assess a daily amount for finishing later than the I/D completion date. The daily I/D amount is based on Road User Costs (RUC), which is the estimated cost of interference and inconvenience to the highway user during construction.
 - A + B Bidding. A + B Bidding, a cost-plus-time bidding procedure, selects the low bidder based on a monetary combination of the Contract bid items (A) and the time (B) needed to complete the project.

Formula: Bid amount for evaluation = A + (B x RUC)
Where: A = bidder's estimate of Contract bid items (\$).
B = bidder's estimate of time (days)
RUC = road user costs (\$/day)

The RUC is a calculated dollar amount reflecting the additional estimated costs incurred by the public traveling through or around a highway construction project. RUC generally consist of delay costs, vehicle operating expenses, and accident costs.

The award is based on the lowest combined bid using the formula $A + (B \times RUC)$. The Contract amount for payment purposes is the A amount only.

V. PROTESTS, APPEALS AND REMEDIES.

- (1) **Bid Protests:** Upon receipt of a formal written protest, the Purchasing and Contracts Manager shall review the letter of protest and determine whether the protesting party has standing to protest and the merit of the protest itself. A protest is timely if it is received within five (5) business days after the posting date of the award recommendation on the Purchasing and Contracts Division website. An untimely protest may be denied on this basis alone. The processing of a protest will be in accordance with the Administrative Code, Section 3.5539.

The Purchasing and Contracts Manager will render a written decision to the protesting party. The Purchasing and Contracts Manager's decision will be final and conclusive unless, within five (5) business days from the date of receipt of the decision, the protesting party delivers a written notice of appeal to the Purchasing and Contracts Division. If the protesting party wishes to appeal the decision, the appeal protest must include a protest bond in order for it to be accepted.

Once an appeal has been received, the Purchasing and Contracts Manager shall schedule a Protest Appeal Hearing, and ensure that all concerned parties are contacted and instructed in writing as to the time and date set for the hearing. The appeal committee will consist of three (3) County Representatives.

A protest hearing will be held at the time and place as designated. The Purchasing and Contracts Manager shall chair and facilitate the hearing.

A standard agenda will be followed and a written determination will be issued in accordance with the Purchasing Code.

NOTE: In the event a letter of protest is received, the Purchasing and Contracts Division may concur with the protest and immediately revise its recommendation of award after discussion with the User Department or Division. If a recommendation of award has not yet been determined, the protesting party will be notified accordingly.



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- (2) Complaints and Disputes Concerning Vendor Performance: The Vendor Material/Service Issue Form is utilized to inform the Purchasing and Contracts Division of any difficulties due to poor service, poor performance, poor quality, or materials that do not meet specification requirements. This form is not to be utilized as an expediting tool.

A properly prepared Vendor Material/Service Issue Form must contain the following information:

- (a) Purchase Order or Contract Number.
- (b) Vendor name, address, and phone number.
- (c) User Department or Division, contact person, and phone number.
- (d) Department or Division Head Signature.
- (e) Brief explanation of exactly what the problem is, and why the product or service is unacceptable.
- (f) All available documentation shall be attached.

The Vendor Material/Service Issue Form will be forwarded to the Purchasing and Contracts Division, who will forward it to the vendor with a cover letter for its response.

The Purchasing and Contracts Division shall notify the User Department or Division as to the vendor's response and any action taken.

The Purchasing and Contracts Division may determine that a meeting should be held to resolve the issues raised in the complaint. The Purchasing and Contracts Division shall notify the User Department or Division of such meeting, and ensure that a representative of the User Department or Division attends. All reports will be maintained with the Contract file.

- W. PURCHASING CARDS.** The Purchasing Card Program is a delegation of procurement authority by the Purchasing and Contracts Division to the Departments. Each Department Director must control the proper use of his or her Department's cards.

One generic Board of County Commission (BCC) Purchasing Card with travel and purchase privileges will be provided and managed by the designated chairman of the BCC. This card will be used for all travel and purchases related to the needs of the BCC. For official travel, the card can be used for conference registration, reserving a room, and, if permitted by the hotel, the card can be charged at checkout. If the hotel does not allow for generic cards to be charged, the expense will need to be processed with a private personal credit or debit card and reimbursed by a travel claim. All additional expenses in conjunction with official



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travel will be handled by a private personal credit or debit card and travel claim.

The Purchasing Card is embossed with the employee's name and the words "Seminole County BOCC". It has the County's logo on the face of it and has been specifically designed to avoid confusion with personal credit cards. The Purchasing Card program can be used for travel expenses in accordance with the travel policy.

- (1) Purchasing Card Request: Each Department Director shall determine who in their Department should have a County Purchasing Card. The "Purchasing Card Form" is used to apply for a Purchasing Card. The application must be completely filled out and signed by the appropriate Department Director. Applications for Purchasing Cards received prior to the 21th day of each month will be processed during the first week of the following month.
 - (a) Requests that exceed the established "Cardholder Controls" must have County Manager's approval. Requests must include justification for the exception.
 - (b) Purchasing Cards will be issued monthly. New cardholders must receive training and sign a "Cardholder Agreement" signifying they understand and accept the responsibility associated with the Purchasing Card. Each applicant shall attend Purchasing Card training prior to receiving their card. Training will be offered during the last week of each month for those applicants that submitted application prior to the 21st day of the month. Training will take place at the Purchasing and Contracts Conference Room and the applicant will be notified via e-mail of the training schedule. The applicant should have prior knowledge of the following:
 - The delegated authority and limits established by the Director.
 - A general understanding of County Operations regarding procurement functions and the software support application.
 - The responsibilities regarding the allocation of funds for transactions and if they are not responsible for the allocations of transactions, he or she must know who will be responsible within his or her Department or Division and how the information will flow.
- (2) Making Changes to the Purchasing Card: The "Purchasing Card Form" is also used to make changes to the Purchasing Card original application. Any changes to "Cardholder Controls" will require the Department Director's signature approval. Any change to "Cardholder Controls" that exceed the established amounts must have the County Manager's signature approval. Changes to fields other than those specified can be made with only the cardholder's and the approving official's signatures.



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Transferring the Purchasing Card between Departments: The Purchasing Card may be transferred from one Department to another. If an employee moves to a new Department, the new Department Director must submit a form to reflect the new approving official and monthly limit amounts approved for that employee.

Closing the Purchasing Card Account: If an employee leaves the County or no longer requires a Purchasing Card, the Department Director is responsible for collecting and destroying the Purchasing Card. If the Purchasing Card cannot be collected from the terminated employee, the Department Director must notify the Purchasing Card Administrator. The Human Resources Employee Notification System will alert the Purchasing and Contracts Division to terminate the Purchasing Card. The Purchasing and Contracts Division will process the closing of the account based upon the date stated on the notification system email.

Lost or Stolen Cards: If a Purchasing Card is lost or stolen, the cardholder must immediately notify the issuing Bank. The cardholder must also notify his or her approving official and the Purchasing and Contracts Division.

Conditions of Use: Cardholders must observe the "Seminole County Purchasing Card Do Not Buy List" which can be found on the Purchasing and Contracts Division's website.

- (a) Back orders are not permitted. Items are not to be billed for until shipped.
- (b) The Purchasing Card cannot be used to purchase like items totaling over \$10,000 per fiscal year per Division or goods and services available on a County Term Contract with the exception of purchases from the County-wide office supply Contract.
- (c) Use of the Purchasing Card does not relieve the cardholder from complying with federal, state and local laws, ordinances, regulations, policies, and procedures.
- (d) The least expensive item that meets the County's basic needs should be sought.
- (e) Cardholders must follow their Department's administrative control of funds procedures to ensure that sufficient funds are available prior to making a purchase.
- (f) Use of the Purchasing Card is not intended to replace effective procurement planning that enables volume discounts. The Purchasing Card is primarily the purchasing instrument used for commodities valued at less than \$1,000.00 per item and non-



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recurring services valued at less than \$3,000.00 per service.

- (3) **Purchase Transaction Documentation:** All purchase transactions fall into one of two categories: face-to-face (i.e., over the counter) or remote (i.e., telephone, internet or fax).
- (a) **Face-to-Face** - The cardholder should obtain a receipt for any face-to-face transaction. The receipt serves to document both the order and receipt of goods or supplies.
 - (b) **Remote** - The cardholder must document the order when it is placed. When the goods are received, the packing slip must be matched to the statement of invoice.
 - (c) **Web Software** - Enterprise Spend Platform (ESP) is a management tool that allows the cardholder to quickly and easily manage their Purchasing Card on-line. . ESP gives cardholders the ability to perform administrative and accounting tasks daily on-line without waiting until the end of the month to reconcile and provide accounting data on your statements. All Purchasing Card statements will be obtained from ESP since copies will not be mailed.
 - (d) The billing cycle for each month statement starts on the twenty-second (22nd) day of the month. Starting on the date of each transaction until the twenty-fifth (25th) day of the month (5:00 PM), each cardholder must enter and update the information for each of their transactions. All transactions must be updated in ESP with the correct allocated account number and JDE Item Number. Failure to allocate the transactions within ESP in the allotted time frame will be cause for the Purchasing Card privileges to be suspended or terminated.
- (4) **Preparing Statement for Payment:** Monthly statements must be reviewed, substantiated, approved, and submitted to the Comptroller's Office for payment within five days of the billing cycle.
- (a) **Review** - The cardholder shall review the on-line ESP statement for correctness. Ensure all charges are legitimate and no sales tax was charged.
 - (b) **Substantiate** - Each transaction should be documented either with a receipt or with a log and packing slip and should be allocated using the ESP application. The cardholder and approving official will sign the statement certifying it for payment. Each Purchasing Card transaction will need to have "Item Numbers" added before forwarding to the Comptroller's Office for payment. The Item Numbers have been added to ESP for your use. This action will allow



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the County to have visibility of those items acquired through the County Purchasing Card for budget and reporting purposes.

- (c) **Approve** - The Approving Official (the cardholder's immediate supervisor or designee) or Department Director, if there is a conflict, the cardholder, and the cardholder's immediate supervisor, shall review each transaction and check all documentation. Any errors, sales tax issues, or questionable purchases must be resolved before submitting to the Comptroller's Office. The Approving Official's signature on the statement certifies all transactions as legitimate expenditures of County funds.
 - (d) **Missing Documentation** - The cardholder is responsible for providing required documentation. If a receipt is lost, the cardholder should attempt to obtain a duplicate. If a duplicate cannot be obtained, the cardholder should prepare a statement that includes all the information normally found on the receipt and a brief explanation for the lost documentation. Continual abuse may result in loss of the Purchasing Card and disciplinary action against the cardholder.
 - (e) **Disputed Charges** - If the cardholder questions a charge on the statement, the cardholder shall contact the vendor directly and attempt to reach a resolution. If the cardholder reaches an agreement with the vendor, there is no dispute. If the vendor refuses to acknowledge the error or will not issue a credit, the cardholder must fill out the issuing bank's "Purchasing Card Disputed Charge Form" and send a copy to the Purchasing Card Administrator. The bank will then adjudicate the disputed charge. The Form can be found on SharePoint.
- (5) Purchasing Card Procedures during an Emergency Disaster/Event: The following procedures are to augment the normal Purchasing Card's procedures to be utilized prior to and during an emergency event declared by the County.
- (a) All emergency Purchasing Card transactions related to the disaster must be supported with a FEMA form available on the intranet. Copies of these forms and a copy of the receipts must be forwarded to the Budget Manager's office in the County Services Building. Item #5 and #8 are critical items for FEMA reimbursement.
 - (b) Any anticipated transaction exceeding the mandatory \$3,000.00 transaction limit must be pre-approved by the Purchasing and Contracts Division Manager or designee. Under normal conditions, Purchasing Card transactions are prohibited over \$3,000.00; therefore, the user must receive written approval prior to making a purchase. Completing the form is sufficient to receive approval and



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can be given to the Purchasing representative at the EOC. Purchasing personnel will review the requirement to ensure that the prices are fair and reasonable, to determine possible County-wide consolidation of the requirement for volume pricing and to determine sources available for the procurement such as Contracts with other government entities (i.e. GSA, state Contracts). Once this review is completed, purchasing personnel will provide feedback to authorize or deny the purchase.

- (c) Each Purchasing Card transaction must be reflected in the Purchasing Card online software system with the account number, sub-ledger number (related to the disaster), and a brief description of the item that was purchased. This should be done as soon as possible after the purchase. This is the only way the County can manage expenditures outside of Purchasing and Contracts Division.
 - (d) All requests to temporarily increase the monthly allowance for individual cardholders must be sent to the Purchasing and Contracts Division. Purchasing personnel will increase the limits on these cards and the change will be effective immediately. This written request should be forwarded to Purchasing with the Director's or approving official concurrence.
 - (e) All food purchased during the event must be pre-approved by Purchasing personnel located at the EOC. The EOC has the responsibility to provide food to employees via the Disaster Feeding Plan.
 - (f) Requirements cannot be split during the event to avoid the threshold dollar amounts in the Purchasing procedures. Purchasing has in its possession four Emergency Purchasing Cards that are not restrictive and can be used to augment normal Purchasing procedures.
- (6) Special Purchasing Credit Card: A special Purchasing Card can be used by Purchasing and Contracts Division as an effective and efficient method of processing the purchasing and paying for goods not exceeding a predetermined amount per item procured. The use of this special Purchasing Card allows for the payment of goods and services that have already been procured in accordance with all procurement policies and procedures.

These policies and procedures provided in this Policy are the minimum requirements for Purchasing and Contracts Division and additional controls can be established as deemed necessary. One (1) Purchasing Card will be designated as "Payment Card" and the value of the card will be \$3,000,000.00. The card will be secured in the Comptroller's Office and is only to be used by Purchasing and Contracts Division and the Comptroller's



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Office. Purchases made with this card must follow procedures outlined in the Procurement Code, Seminole County Administrative Code, and this Policy with the exception that this card will have no transaction limits per day or per month.

When a purchase request (OR) is submitted by the User Departments through JD Edwards system, Purchasing and Contracts Division will process the request by ensuring compliance with the established procurement rules and regulations. Purchasing and Contracts Division will complete the "Credit Card Transaction Form" which will be sent to the Supplier to place the order, to the Comptroller's Office to process payment, and to the User Department for invoice processing. The Purchasing and Contracts Staff will process the procurement transaction instead of Purchase Orders).

- (a) The Department Representative will perform the following tasks:
 - (i) Verify receipts, charge/packing slips, and receive products.
 - (ii) Receive the item(s) and validate that the item(s) meet the County's requirements.
 - (iii) Verify that all appropriate documents are in order and the payment is accurate for processing.
 - (iv) Reject all shipments that do not comply with the order.
 - (v) Forward the receipt documents to the Comptroller's Office within three (3) working days after receipt.

- (b) Purchasing and Contracts Division staff will perform the following tasks:
 - (i) Review and verify accuracy of the Bank Monthly Statement related to those transactions processed through the credit card.
 - (ii) Coordinate with the Comptroller's Office to ensure documents are accurate including invoices, packing slips, etc.
 - (iii) Cancel the Order Requisition (OR) or Purchase Order (OP) in the JD Edwards system.
 - (iv) Allocate the transactions in the Bank electronic system providing the Comptroller's Office with a complete "Credit Card Transaction Form", order receipt as submitted by the User Department and the Purchasing Card Bank Monthly Statement.



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- (v) Orders, including Fixed Assets, will be identified and assigned a BCC Identification Number through a Radio Frequency Identification Device (RFID) by the Property Management Administrator.
- (c) Procurement transactions, receipts, and all related documents will be retained by Purchasing and Contracts Division and attached to the credit card statements.
- (d) The Comptroller's Office will review each statement and supporting documentation. The Comptroller's Office will contact Purchasing and Contracts Division directly if a discrepancy in the monthly statement is discovered.

X. PERSONAL PROPERTY.

- (1) Records and Controls: Property control entails tracking, compiling, and maintaining an inventory of all tangible personal property with original cost or value of \$1,000.00 or more, with a normal life expectancy of one (1) year or more, which is not fixed in place, not part of a structure or facility, and is practicable to identify by marking. Property control records are set up to comply with Section 274.02, Florida Statutes, and the Rules of the Auditor General. The Personal Property Administrator has the authority to prepare and obtain Tags and Titles for Personal Property.
- (2) Objectives of Fixed Asset Control:
 - (a) Establish accountability so losses due to negligence or theft are kept to a minimum.
 - (b) Provide a basis for insurance claims.
 - (c) Ensure equipment replacement schedules can be established.
 - (d) Identify surpluses and shortages to facilitate transfers between Departments.
- (3) Fixed Asset Control Procedures:
 - (a) The Personal Property Administrator receives a copy of each purchase order issued, and determines which items are capital items that must be tagged and included on the inventory.
 - (b) The ordering (receiving) Department must notify the Personal Property Administrator when an item is received so proper identification may be affixed, and records can be updated.
 - (c) Equipment is assigned a permanent BCC identification number and is physically tagged or otherwise marked by the Personal Property Administrator.



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- (d) Records are entered and maintained for each item and include the following information:
- Property Item Number (BCC #)
 - Item Description
 - Serial Number
 - Make and Model
 - Account number
 - Location
 - Payment Information: Vendor name, P.O. Number and Date of purchase
 - Purchase Price
- (e) Much of the above information is provided by the Property Records copy of the purchase order. Additional information is obtained upon physical tagging of the equipment and through communication with the vendor and the custodian.
- (f) Each Department is responsible for taking an annual Inventory of personal property in their custody as assisted by the Property Administrator. Each Department Director will be named custodian with assigned responsibility for the asset.
- (g) When a Department notifies the Property Administrator that it has received equipment that was not purchased on an OP or a Contract, but donated, it must prepare a memo stating how the equipment was acquired, from whom, a brief description of the equipment, and estimated dollar value of the equipment. After receiving the memo, a BCC identification number can be assigned, the item can be tagged and placed on Fixed Assets.
- (h) For a request to donate surplus equipment to a Non-Profit organization, a memo from the Department must be sent to the Purchasing and Contracts Manager requesting the approval to donate the items, with a description of the items, and the BCC identification number of each item. With the request to donate, the Department shall furnish a memo from the Non-Profit organization that is requesting the donation, which includes the organization's tax exemption letter from the Internal Revenue Service. After the approval to donate has been signed by the Purchasing and Contracts Manager, a copy of the approval will be sent to the Department and the transaction may proceed. The donated items are then removed from inventory.
- (4) Inventory Guidelines and Procedures for Fixed Assets:
- (a) The Fixed Assets Inventory List includes all equipment assigned to



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a particular Department as noted in the original purchase order or procurement documentation. At least once a year, each Department Director will be furnished with an electronic copy listing of the tangible personal property to distribute to their respective Divisions. The listings are sorted by Division and by Unit (BCC) number sequence along with the following information:

- (i) Location is the three-digit number assigned within each Department to signify a Division or location within a Division.
 - (ii) Unit (BCC) Number is a five-digit designation assigned by the Property Administrator when a property record is created for a new item. This number can be found on a 2" x 1" green and white or white sticker that reads "**Property of Seminole County**" with the 5-digit number below a barcode. Note: A unit number on the inventory sheet with a -01 or greater signifies an addition or upgrade to the original unit number.
- (b) A Physical Inventory must be completed at least once during the calendar year. The Inventory will be the actual sight verification of each item by Unit (BCC) number, serial number, and location code.
- (i) All discrepancies will be noted during inventory from the Property Administrator. If items exist with labels that are not legible through wear or accidental destruction, a replacement label should be requested through the Property Administrator.
 - (ii) If an item is located, which is not assigned to a Division or location, the Unit (BCC) number and description should be documented through SharePoint showing that the item was transferred from another Department. Include the original location code and the new location to signify a transfer.
 - (iii) The fixed asset form on SharePoint will be submitted on each item not accounted for or determined to be missing, lost, or stolen during a physical inventory. It is the Department Director's responsibility to ensure that a diligent search is conducted for the property. Copies of police reports for stolen property should be included in the inventory package.
- (c) Upon submission of the final inventory, the Purchasing and Contracts Division shall certify that a physical inventory was conducted and completed. Annually, Purchasing and Contracts Division will notify the County Manager by memo of the inventory results.
- (5) Surplus Property: All County property that is obsolete, excess, or no longer



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needed by the owning Department or Division, including vehicles, equipment, desks, chairs, tables, office equipment, etc., are to be reported to the Purchasing and Contracts Division for disposition coordination.

Library materials and books are exempt from this procedure in accordance with the Materials Selection Policy as approved by the Board on February 5, 1985.

(a) Responsibility:

- (i) Each Department or Division is responsible for notifying the Purchasing and Contracts Division when any tangible personal property is surplus to their needs. Tangible Personal Property Items (with the exception of computer or data processing equipment and rolling stock) must be listed on a Non-rolling Stock Disposition form and submitted to the Purchasing and Contracts Division through SharePoint.
- (ii) The Purchasing and Contracts Division is responsible for coordinating the disposal of the personal property. If the item is identified by the Department or Division as usable surplus materials, the Department or Division will post the items that could benefit other Department or Division under the classified section in the County Web site. If the Department or Division receives no response to the request, then Department or Division should contact the Property Administrator to arrange the move of the item from the Department or Division to the auctioneer location. Each Department or Division is responsible for the expense associated with the move and for the proper planning of the events.

(b) Transfer of Surplus Personal Property:

- (i) The surplus material requires the transferring Department or Division to complete the SharePoint Transfer of Surplus Personal Property form. Forward the completed form to the Purchasing and Contracts Division, which will verify ownership, description, and BCC identification numbers of equipment. Interdepartmental transfers will be completed via email without the need of a form.

(c) Disposition of Surplus County Property with no salvage value:

- (i) Department or Divisions with Fixed Assets that are deemed to have no value to the County can be disposed of per the Department Director's discretion. The Purchasing and



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Contracts Division requires the Disposition of Surplus Property form found on SharePoint to be completed prior to any disposal. Items that are of little or no value should be disposed of locally to avoid any transportation cost.

- (ii) Property with salvage value will be disposed of in the best interest of the County and as allowed by Section 274.05, Florida Statutes. The requesting Department or Division is responsible, with the Property Administrator, to coordinate the movement and cost associated with the transportation of property to the auctioneer.

Y. REAL PROPERTY.

- (1) The Public Works Department is responsible for the sale or purchase of real property for the County. All offers to sell or purchase County real estate must be forwarded to the County Real Estate Management Office.
- (2) The Real Estate Manager in the Public Works Department is responsible for all aspects of the disposition of County Surplus Real Property. At the direction of the Public Works Department, the Purchasing and Contracts Division will advertise for bids on County owned surplus real property.
 - (a) The Purchasing and Contracts Division's responsibility is limited to the bid process. Once a successful bidder has been selected and the sales Contract has been signed, the entire package (including any bid bond) will be turned over to the Public Works Department.
 - (b) The Public Works Department will coordinate the real estate closing through the County Attorney's office.