



**Community Services Department
Community Development Division**

FY 2019-2022 LOCAL HOUSING ASSISTANCE PLAN



**Prepared for the
Seminole County
Board of County Commissioners:**

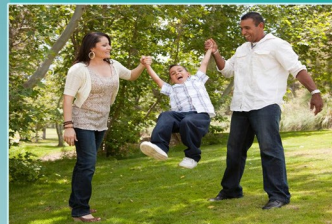
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**Technical Revision 4.9.2020
Technical Revision 4.17.2020
Technical Revision 6.11.2021**



Seminole County

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2019-2020, 2020-2021, 2021-2022

Technical Revision 4/9/2020

Technical Revision 4/17/2020

Technical Revision 6/11/2021



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F. Ordinance: (If changed from the original creating ordinance)	N/A
G. Interlocal Agreement	N/A



I. Program Details:

A. LG(s)

Name of Local Government	Seminole County
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2019-2020, 2020-2021, 2021-2022

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan.



The following priorities for funding described/listed here apply to all strategies unless otherwise stated:

All strategies will serve households meeting the definition of Special Needs first. After Special Needs, applications will be assisted for each strategy to meet the very low and low income set-asides. The applicants will be assisted on a first qualified, first served basis.

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on



such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: “A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.” The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Percentage
Local Government	All Administrative Duties	100%
Third Party Entity/Sub-recipient	N/A	

- R. Project Delivery Costs:** Project Delivery costs include the costs associated with completing title searches, home inspections, appraisals, and preparation of work write ups and cost estimates. Project Delivery costs are applicable to emergency repair, and other rehabilitation/reconstruction strategies. Project Delivery costs are expected not to exceed 10% of the project cost.
- S. Essential Service Personnel Definition:** Seminole defines essential services personnel as: any household in need of affordable housing earning 120% area median income (AMI) or less and employed in the education system, community college or university, city or county government, medical and health services, public safety, or skilled building trades
- T. Describe efforts to incorporate Green Building and Energy Saving products and processes:** Seminole County incorporates green building by using energy efficient equipment. The County’s housing and rehabilitation standards required the following energy efficient items in assisted homes:

All HVAC units must have a minimum 15 seer energy star rating or better. Water heaters are required to have a minimum energy star rating of 88% efficiency. Toilets must be American Standard Brand or better. The rehabilitation standards require air ducts to have R-6 minimum and use new flexible air duct material that is



properly sealed and supported. Electrical fixtures, appliances, are required to meet energy start ratings. In addition, Seminole County seeks to offer program participants information on energy efficiency. Seminole County also encourages participants and rental housing developers to have energy audits conducted on their units. The energy audits are performed by the utility companies.

- U. Describe efforts to meet the 20% Special Needs set-aside:** Seminole County hosts community outreach events such as the annual homeownership fair. Applications for program assistance are distributed at outreach events. Community services also provides program materials to community organizations serving populations with special housing needs. Additionally, Seminole County includes questions on the assistance application asking if the applicant falls into one of the special housing needs categories. The Seminole County SHIP program allows households with special housing needs to be included on the waiting list for assistance, assisted even if the program waiting list is closed to other households. This is how special needs households receive priority consideration.

Describe efforts to reduce homelessness: Seminole County is committed to reducing homeless within the County and the larger Central Florida region. The County works in collaboration with homeless stakeholders within Seminole County.

A rapid-rehousing strategy was developed in 2015. The strategy provides rental subsidies to homeless individuals and households to provide access to permeant housing. SHIP funds are also used to help provide security and utility deposit assistance to help low income renters obtain affordable rental housing. Security deposits often are the greatest hurdle to getting a rental unit. A SHIP prevention strategy (rental assistance, Tenant Based) will be included in the 2019-2022 Action Plan to help low income renters keep their existing housing.

Seminole county also uses Federal HOME dollars to provide tenant based rental assistance. Some HOME funds are earmarked to assist elderly and disabled clients, helping to prevent homelessness ESG funding is also awarded to community agencies to provide re-housing assistance to homeless households. Emergency Solutions Grant funding is also used to provide funding to area emergency shelter.

Section II. LHAP Strategies:

A. Strategy Name – Purchase Assistance	Code 1 & 2
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<p>a. Summary: SHIPS funds will be awarded for down payment and closing costs to households to fund the construction of a new home, purchase a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the last twelve months. Up to \$5,000 of the total amount of SHIP funding may be held in escrow for repairs. If the existing single-family home is found to pass inspection without repairs, the family will be notified that the home does not meet the strategy’s requirements. Existing homes must be in need of repairs or rehabilitation to qualify.</p>
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Prospective homebuyers must qualify as a First Time Homebuyer under the following HUD definition: An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes:

- a spouse (if either meets the above test, they are considered first-time homebuyers);
- single parent who has only owned with a former spouse while married;
- displaced homemaker and has only owned with a spouse;
- an individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations; and/or
- an individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022

c. Income Categories to be served: Very low, low and moderate

d. Maximum award:
 \$55,000- Very Low Income
 \$45,000- Low Income
 \$25,000- Moderate Income

e. Terms (all six items must be completed or “N/A”)

1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage.
2. Interest Rate: %0
3. Years in loan term:

6- Years	Up to \$15,000
12 -Years	\$15,001 - \$30,000
20- Years	\$30,001 up to \$55,000

4. Forgiveness: Forgiveness is prorated and loan amount is reduced in equal amounts annually based on the length of the term. Loan is forgiven fully at the end of the term.
5. Repayment: None if the loan remains in good standing
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to occupy the home as a primary residence; the property is no longer occupied by the program beneficiary; or the property is refinanced. If any of these occur, the loan will be due and payable. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by an heir who will occupy the home as a primary residence. The SHIP eligible heir must be the legal owner of the property. To become the legal owner, in the absence of a will, the property will require complete processing through probate. Additionally, the eligible heir/legal owner must sign an assumption of the mortgage.

If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.



If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis by income level, including priorities for special needs, and Essential Services Personnel
- g. Sponsor Selection Criteria: Seminole County implements the program internally. Should Seminole County choose to seek a sponsor, The County will advertise and seek organizations through a request for proposal process. Seminole County will adhere to all advertising and notification requirements as required by the SHIP program and follow the policies and procedures outlined by the Seminole County Purchasing and Contracts office. Agencies will be evaluated based on a variety of factors including previous experience and successful completion of projects, organizational capacity, financial capacity, and feasibility of the project, willingness to agree contractually to SHIP and County requirements and financial strength of the organization.
- h. Additional Information:

Applicants must secure a first mortgage by an approved lender.
The maximum will not be awarded in all cases.

Mobile homes that do not meet DEO standards, Department of Highway Safety and Motor Vehicles installation standards, zoning and other local code requirements, or are not classified as real property (ownership of unit and land) are not eligible for purchase assistance.

In addition to the Down payment assistance, the County provides homeownership counseling which is managed by a sub-recipient.

Program participants are required to provide \$1,000 toward the purchase of the property

B. Strategy Name: Minor Home Repair	Code 6
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<p>a. Summary: Funds will be awarded to assist owner-occupied eligible households with repairs, to improve the health, safety, and well-being of the household, or to contribute to the structural integrity and preservation of the unit. Applicants will be able to receive assistance from trades including but not limited to: roofing, electrical, plumbing, HVAC (heating and cooling systems) and accessibility/barrier removal. This strategy will give priority to households with special housing needs until the set aside is reached. Once the set aside is reached, projects will be processed on a first come, first-qualified basis.</p>

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, and Low
- d. Maximum award: \$20,000

- e. Terms (all six items must be completed or “N/A”):
 - 1. Repayment loan/deferred loan/grant: Grant
 - 2. Interest Rate: %N/A
 - 3. Years in loan term: N/A
 - 4. Forgiveness: N/A
 - 5. Repayment: N/A
 - 6. Default: N/A

- f. Recipient Selection Criteria:

Applicants will be ranked for assistance based on a first-qualified, first-served basis, with priority given to Special Needs individuals and households. Criteria for waiting lists and priorities are described in Section I of this plan. For life threatening health or safety hazards, application review will be prioritized. Applicants must be owner-occupants of the home for which assistance is sought.

- g. Sponsor Selection Criteria: N/A

- h. Additional Information:
 - 1. The maximum will not be awarded in all cases.
 - 2. Mobile homes that do not meet DEO standards, Department of Highway Safety and Motor Vehicles installation standards, zoning and other local code requirements, or are not classified as real property (ownership of unit and land) are not eligible for assistance. Special Needs or other cases with extenuating circumstances will be evaluated on a case, by case basis.
 - 3. Applicants who receive grant can be placed on waiting list for rehabilitation/reconstruction assistance.
 - 4. Applicants may be denied grant if received Rehabilitation/Reconstruction within 5 years of application.

C. Strategy Name Owner Occupied Rehabilitation	Code 3
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a. **Summary:**
 Funds will be awarded to assist owner-occupied eligible households with repairs, relocation during construction if needed to improve the health, safety, and well-being of the household, or to contribute to the structural integrity and preservation of the unit. Repairs make the home less susceptible to major storm damage, and/or substantially rehabilitate the home. The strategy includes demolition and reconstruction of a home if it beyond financial feasibility to repair. This means the estimated construction costs (including contingency); as determined by the County, exceeds \$100,000 can be considered for demolition and reconstruction.

Rehabilitation:
 The applicant can have a first mortgage, but the value of the home, as per the requested appraisal, must be greater than amount of the first mortgage. First mortgage, property taxes or assessment must be current. If the home is mortgage free at the time of closing, the eligible homeowner must obtain insurance and remain insured with coverage equal to or greater than the current value of the home plus the estimated amount of assistance received. If insurance cannot be purchased prior to repairs, a letter from insurance company must be provided.

If the home carries a first mortgage, at the time of closing, the home must be and remain insured with coverage equal to or greater than the first mortgage balance plus the estimated amount of assistance received.

Reconstruction:
 If the home has an existing second mortgage, the home will not qualify. Once the set aside is reached, projects will be processed on a first come, first-qualified basis. Homeowner will be required to show proof of insurance at time of Reconstruction completion.

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, Low and moderate
- d. Maximum award:
 \$ 100,000- Rehabilitation
 \$ 195,000- Reconstruction
- e. Terms (all six items must be completed or “N/A”):
 1. Repayment loan/deferred loan/grant: Deferred payment loan secured by a note and mortgage
 2. Interest Rate: 0 %
 3. Years in loan term:

20 Years	\$30,001 up to \$50,000
30 Years	\$50,001 and up
 4. Forgiveness: Forgiveness is prorated and loan amount is reduced in equal amounts annually based on the length of the term. Loan is forgiven fully at the end of the term.
 5. Repayment: None if the loan remains in good standing



- 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to occupy the home as a primary residence; the property is no longer occupied by the program beneficiary; or the property is refinanced. If any of these occur, the loan will be due and payable. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by an heir will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis, with priority given to Special Needs individuals and households. Criteria for waiting lists and priorities are described in Section I of this plan. For life threatening health or safety hazards, application review will be prioritized. Applicants must be owner-occupants of the home for which assistance is sought.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
 - 1. Applicants must demonstrate they have lived in their residence for at least one year from the date of application and the unit will be their primary residence.
 - 2. Applicants can only receive Rehabilitation or Reconstruction assistance once.
 - 3. Special Needs or other cases with extenuating circumstances will be evaluated for Community Services Director approval on a case, by basis.
 - 4. Housing construction and rehabilitation activities funded under this strategy shall meet the County’s Housing Rehabilitation Standards.
 - 5. Applicants may apply for Minor Home Repair grant no less than 5 years after completion of Rehabilitation project, and can apply for MHR after satisfaction of SHIP Reconstruction mortgage.

D. Strategy Name Acquisition- New Construction/ Rehabilitation	Code 9,16
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a. Summary:

The County or a selected developer may acquire vacant land or existing housing and construct new housing on vacant land or rehabilitate existing homes for the purpose of increasing or improving the housing stock. If acquisition funds are not needed, the County or selected developer may construct new housing or rehabilitate existing housing on land or existing housing that they have already been acquired. After construction or rehabilitation, the housing must be made available for eligible households to purchase.



- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$225,000

e. Terms (all six items must be completed or “N/A”):

- 1. Repayment loan/deferred loan/grant:
 - Developer: Deferred loan secured by a mortgage and a restrictive use covenant.
 - Homebuyer: Funds, less any applicable developer fee, will be passed along to the homebuyer as purchase assistance secured by a deferred loan
- 2. Interest Rate: 0%
- 3. Years in Loan Term and Restricted Use Covenant:

30 Years	\$65,001 and up
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- 4. Forgiveness:
 - Developer: Upon Sale to eligible homebuyer, the deferred loan will be satisfied/released, and restrictive use covenant to remain with the land/property.
 - Homebuyer: Forgiveness is prorated and loan amount is reduced in equal amounts annually based on the length of the term. Loan is forgiven fully at the end of the term.
- 5. Repayment: None if the loan remains in good standing
Default:
- 6. If a unit is not sold to an eligible household within program expenditure timelines, the borrowing agency shall be required to pay back the amount of the loan in full. If the unit is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available after satisfaction of all superior mortgages.

f. Recipient Selection Criteria:

Developer Selection Criteria: Seminole County implements the program internally. Should Seminole County choose to seek a Developer. The County will advertise and seek organizations through a request for proposal process. Seminole County will adhere to all advertising and notification requirements as required by the SHIP program and follow the policies and procedures outlined by the Seminole County Purchasing and Contracts office. Agencies will be evaluated based on a variety of factors including previous experience and successful completion of projects, organizational capacity, and feasibility of the project, willingness to agree contractually to SHIP and County requirements and financial strength of the organization

g. Additional Information

- 1. All mortgages, taxes, and special assessments must be current and paid;
- 2. Housing construction and rehabilitation activities funded under this strategy shall meet the County’s Housing Rehabilitation Standards.



E. Strategy Name Disaster Assistance	Code 5,16
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a. **Summary:**
 The Disaster Strategy provides assistance to households following a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation. SHIP disaster funds may be used for items such as, but not limited to:

- (a) purchase of emergency supplies for eligible households to weatherproof damaged homes;
- (b) interim repairs to avoid further damage, tree and debris removal required to make the individual housing unit habitable;
- (c) relocation expenses;
- (d) payment of insurance deductibles for rehabilitation of homes covered under homeowners’ insurance policies;
- (e) elevation of the structure and rehabilitation to comply with local housing code and with Chapter 553, F.S.;
- (f) Repairing structural and non-structural damages, roof repair/replacement, structure demolition/replacement, and retrofitting activities such as waterproofing or elevating a structure.
- (g) rental and utility assistance for eligible applicants.
- (h) housing assistance for eligible applicants who have no other option than to live in hotels due to the shortage of rental housing.
- (i) mortgage and utility payment assistance for eligible applicants.
- (j) strategies included in the approved LHAP that benefit applicants directly affected under the Executive Order.
- (j) other eligible activities as proposed to and approved by Florida Housing.

Repairs will be prioritized as follows:

1. Immediate threats to health life and safety (sewage, damaged windows, roofing) in cases where the house is still habitable
2. Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the house is still habitable
3. Repairs necessary to make the home habitable
4. Repairs to mitigate dangerous situations (exposed wires)

b. Fiscal Years Covered: 2019-2020, 2020-2021, and 2021-2022

c. Income Categories to be served: Very low, low and moderate



- d. Maximum award: \$20,000
- e. Terms (all six items must be completed or “N/A”):
 - 1. Repayment loan/deferred loan/grant: Grant
 - 2. Interest Rate: N/A
 - 3. Years in loan term: N/A
 - 4. Forgiveness: N/A
 - 5. Repayment: N/A
 - 6. Default: N/A
- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis, with priority given to Special Needs individuals and households. Priority will also be given to essential personnel Criteria for waiting lists and priorities are described in Section I of this plan. For life threatening health or safety hazards, application review will be prioritized. Applicants must be owner-occupants of the home for which assistance is sought.
- g. Sponsor/Sub-recipient Selection Criteria: N/A
- h. Additional Information:
 - 1. The maximum will not be awarded in all cases.
 - 2. Mobile homes that do not meet DEO standards, Department of Highway Safety and Motor Vehicles installation standards, zoning and other local code requirements, or are not classified as real property (ownership of unit and land) are not eligible for assistance. Special Needs or other cases with extenuating circumstances will be evaluated on a case, by basis.

F. Strategy Name Rental Construction/ Rehabilitation	Code14 & 21
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Funding is provided for the new construction or acquisition and rehabilitation of existing rental properties; acquisition and rehabilitation of residential structures for rental properties; or for the acquisition and conversion of commercial or other property to rental residential property. Funds can be provided to a for-profit or a non-profit developer for the purpose of creating or preserving a long-term resource of rental housing opportunities for lower income residents. This strategy may provide the local government contribution to eligible projects applying for FHFC funding.

- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low
- d. Maximum award:
\$70,000 per unit for apartment dwellings
\$150,000 per unit for single-family units
- e. Terms (all six items must be completed or “N/A”):
 - 1. Repayment loan/deferred loan/grant: Deferred loan, secured by a mortgage and restrictive use covenant.



- 2. Interest Rate: 0%
- 3. Years in loan term:

50 years	Minimum Restricted Use Covenant regardless of activity
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- 4. Forgiveness: Forgiveness is prorated and loan amount is reduced in equal amounts annually based on the length of the term. Loan is forgiven fully at the end of the term
- 5. Repayment: None if the loan is in good standing.
- 6. Default:
The loan will be due and payable within its term if the property is sold or is no longer used to house eligible households. If the property is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available after satisfaction of all superior liens.

In the event the Developer ceases to use the property to house eligible households or if the Developer offers the property for sale prior to the end of the term of the loan, the County must give a right of first refusal to an eligible nonprofit for purchase at the current market value for continued occupancy by eligible persons.

- f. Recipient Selection Criteria: Units will be leased very and low income tenants as outlined in the developer’s pro forma, tax credit application, or other descriptions of appropriate unit mix for the development. All eligible renters will be screened for the appropriate income and rent levels in accordance with SHIP program guidelines.
- g. Developer Selection Criteria: The County will advertise and seek organizations through a request for proposal process. Seminole County will adhere to all advertising and notification requirements as required by the SHIP program and follow the policies and procedures outlined by the Seminole County Purchasing and Contracts office. Agencies will be evaluated based on a variety of factors including previous experience and successful completion of projects, organizational capacity, and feasibility of the project, willingness to agree contractually to SHIP and County requirements and financial strength of the organization
- h. Additional Information:
 - 1. Rehabilitated units must meet Seminole County Rehabilitation Standards.
 - 2. Units will be monitored for compliance in accordance with SHIP statutes.



G. Strategy Name Rental Assistance	Code13, 23, 26
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Summary:
 Funds will be awarded to renter households that are in need of assistance for: security and utility deposit assistance; and/or rent subsidies for up to 12 months to rehouse homeless, or payment of back rent and utilities to prevent homelessness. Security Deposit assistance can be up to first and/or last month’s contract/lease rent amount.

This includes the following programs:
 Rental and Security Deposits
 Prevention Assistance Rental Assistance (Tenant Based)
 Rapid/ Rehousing

- b. Fiscal Years Covered: 2019-2020, 2020-2021, and 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award:
 - \$ 5,000 – Security/ Utility Deposits
 - \$ 2,500 - Prevention Rental Assistance
 - \$24,000 – Rapid Re-Housing Assistance
- e. Terms (all six items must be completed or “N/A”):
 - 1. Repayment loan/deferred loan/grant: Grant
 - 2. Interest Rate: N/A
 - 3. Years in loan term: N/A
 - 4. Forgiveness: N/A
 - 5. Repayment: N/A
 - 6. Default: N/A
- f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first served basis.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: N/A



III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

- A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:
Currently the Planning and Development Division expedites, at no cost, site plans and certain subdivision applications for affordable housing. This is part of the Fee Resolution. Only applications which do not go to any Board or Commission for approval may be expedited. Applicants for affordable housing are advised of this during a pre-application meeting.

- B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

Each Department that presents an ordinance for approval from the Board of County Commissioners will complete and Economic Impact Statement.

- C. Other Incentive Strategies Adopted: **Impact-Fees**

Update and fully define Seminole County Government's existing Attainable Housing Strategic Plan, including identify a funding source. This program allows developers of affordable housing to be reimbursed for some of the costs of impact fees. Develop a formal education/communication plan, including integrating the program into existing client contact processes.

IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Ordinance: (If changed from the original creating ordinance). N/A
- G. Interlocal Agreement. N/A
- H. Other Documents Incorporated by Reference. N/A

Seminole County

Fiscal Year: 2019-2020	
Estimated SHIP Funds for Fiscal Year:	\$ 864,144.00
Salaries and Benefits	\$ 55,000.00
Office Supplies and Equipment	\$ 4,500.00
Travel Per diem Workshops, etc.	\$ 1,000.00
Advertising	\$ 1,000.00
Other*	\$ 29,914.00
Total	\$ 86,414.00
Admin %	10.00%
	OK

Fiscal Year 2020-2021	
Estimated SHIP Funds for Fiscal Year:	\$ 0.00
Salaries and Benefits	\$ 0.00
Office Supplies and Equipment	\$ 0.00
Travel Per diem Workshops, etc.	\$ 0.00
Advertising	\$ 0.00
Other*	\$ 0.00
Total	\$ 0.00
Admin %	0.00%
	OK

Fiscal Year 2021-2022	
Estimated SHIP Funds for Fiscal Year:	\$ 3,156,362.00
Salaries and Benefits	\$ 237,000.00
Office Supplies and Equipment	\$ 1,600.00
Travel Per diem Workshops, etc.	\$ 4,500.00
Advertising	\$ 2,500.00
Other*	\$ 87,236.00
Total	\$ 315,636.00
Admin %	10.00%
	OK

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

--

Exhibit B
Timeline for SHIP Expenditures

Seminole County _____ affirms that funds allocated for these fiscal years will
(local government)
meet the following deadlines:

Fiscal Year	Encumbered	Expended	1st Year AR	2nd Year AR	Closeout AR
2019-2020	6/30/2021	6/30/2022	9/15/2020	9/15/2021	9/15/2022
2020-2021	6/30/2022	6/30/2023	9/15/2021	9/15/2022	9/15/2023
2021-2022	6/30/2023	6/30/2024	9/15/2022	9/15/2023	9/15/2024

If funds allocated for these fiscal years is not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1st Year AR Not Submitted	2nd Year AR Not Submitted	Closeout AR Not Submitted
2019-2020	3/30/2021	3/30/2022	6/15/2020	6/15/2021	6/15/2022
2020-2021	3/30/2022	3/30/2023	6/15/2021	6/15/2022	6/15/2023
2021-2022	3/30/2023	3/30/2024	6/15/2022	6/15/2023	6/15/2024

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and terry.auringer@floridahousing.org and include:

1. A statement that “(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email terry.auringer@floridahousing.org when you are ready to “submit” the AR.

Other Key Deadlines:

AHAC reports are due for each local government the same year as the local government’s LHAP being submitted. Local governments receiving the minimum or less allocation are not required to report.

**FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART
2019-2020**

Name of Local Government:		Seminole County										
Estimated Funds (Anticipated allocation only):		\$ 1,934,000										
Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
1	Purchase Assistance with Rehab	Yes	1	\$50,000	1	\$30,000		\$10,000	\$80,000.00	\$0.00	\$80,000.00	2
2	Purchase Assistance without Rehab	No		\$50,000		\$30,000	5	\$10,000	\$0.00	\$50,000.00	\$50,000.00	5
6	Emergency Repairs	Yes	6	\$20,000	7	\$20,000		\$0	\$260,000.00	\$0.00	\$260,000.00	13
3	Owner Occupied Rehabilitation	Yes	2	\$75,000	2	\$75,000		\$0	\$300,000.00	\$0.00	\$300,000.00	4
4	Demolition/Reconstruction	Yes	2	\$175,000	1	\$175,000		\$0	\$525,000.00	\$0.00	\$525,000.00	3
9	Acquisition New Construction/ Rehabilitation	Yes		\$225,000		\$225,000		\$0	\$0.00	\$0.00	\$0.00	0
5	Disaster Relief	Yes	5	\$20,000	5	\$20,000	5	\$20,000	\$300,000.00	\$0.00	\$300,000.00	15
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		16		16		10		\$1,465,000.00	\$50,000.00	\$1,515,000.00	42
Purchase Price Limits:			New	\$ 249,000	Existing	\$ 218,000						

OK OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
14	Rental Rehabilitation	Yes		\$150,000		\$150,000			\$0.00	\$0.00	\$0.00	0
21	New Construction	Yes		\$150,000		\$150,000			\$0.00	\$0.00	\$0.00	0
23	Security Utility Deposits	No	5	\$2,000	5	\$2,000			\$0.00	\$20,000.00	\$20,000.00	10
26	Rapid- Rehousing	No	6	\$10,000	6	\$10,000			\$0.00	\$120,000.00	\$120,000.00	12
13	Rental Assistance (Tenant)	No	5	\$2,500	5	\$2,500			\$0.00	\$25,000.00	\$25,000.00	10
									\$0.00	\$0.00	\$0.00	0
	Total Rental		16		16		0		\$0.00	\$165,000.00	\$165,000.00	32
	Administration Fees			\$ 193,400		10%		OK				
	Home Ownership Counseling			\$ 60,000								
Total All Funds				\$ 1,933,400		OK						

Set-Asides

Percentage Construction/Rehab (75% requirement)		75.7%	OK
Homeownership % (65% requirement)		78.3%	OK
Rental Restriction (25%)		8.5%	OK
Very-Low Income (30% requirement)	\$ 840,000	43.4%	OK
Low Income (30% requirement)	\$ 665,000	34.4%	OK
Moderate Income	\$ 150,000	7.8%	

FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART
2021-2022

Name of Local Government:		Seminole County										
Estimated Funds (Anticipated allocation only):		\$ 3,156,362										
Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
1	Purchase Assistance with Rehab	Yes	4	\$55,000	4	\$45,000	2	\$25,000	\$450,000.00	\$0.00	\$450,000.00	10
2	Purchase Assistance without Rehab	No		\$50,000		\$30,000		\$0	\$0.00	\$0.00	\$0.00	0
6	Emergency Repairs	Yes	5	\$20,000	5	\$20,000		\$0	\$200,000.00	\$0.00	\$200,000.00	10
3	Owner Occupied Rehabilitation	Yes	6	\$100,000	2	\$100,000		\$0	\$800,000.00	\$0.00	\$800,000.00	8
4	Demolition/Reconstruction	Yes	3	\$195,000	2	\$195,000		\$0	\$975,000.00	\$0.00	\$975,000.00	5
9	Acquisition New Construction/ Rehabilitation	Yes		\$225,000		\$225,000		\$0	\$0.00	\$0.00	\$0.00	0
5	Disaster Relief	Yes		\$20,000		\$20,000		\$20,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		18		13		2		\$2,425,000.00	\$50,000.00	\$2,425,000.00	33
Purchase Price Limits:			New	\$ 281,000	Existing	\$ 241,000						

OK OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
14	Rental Rehabilitation	Yes		\$150,000		\$150,000			\$0.00	\$0.00	\$0.00	0
21	New Construction	Yes		\$150,000		\$150,000			\$0.00	\$0.00	\$0.00	0
23	Security Utility Deposits	No	15	\$5,000	3	\$5,000			\$0.00	\$90,000.00	\$90,000.00	18
26	Rapid- Rehousing	No	10	\$24,000	5	\$24,000	4		\$0.00	\$375,000.00	\$375,000.00	15
13	Rental Assistance (Tenant)	No		\$2,5000		\$2,500			\$0.00	\$25,000.00	\$25,000.00	10
									\$0.00	\$0.00	\$0.00	0
	Total Rental		25		8		4		\$0.00	\$490,000.00	\$490,000.00	33
	Administration Fees			\$ 315,636		10%		OK				
	Home Ownership Counseling			\$ 0								
Total All Funds				\$ 3,156,362		OK						

Set-Asides

Percentage Construction/Rehab (75% requirement)		75%	OK
Homeownership % (65% requirement)		0%	OK
Rental Restriction (25%)		25%	OK
Very-Low Income (30% requirement)	\$ 946,909	30%	OK
Low Income (30% requirement)	\$ 946,909	30%	OK
Moderate Income	\$ 946,909	30%	

**CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity: Seminole County

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.

Exhibit D

67-37.005(1), F.A.C.
[eff. date]

- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Witness

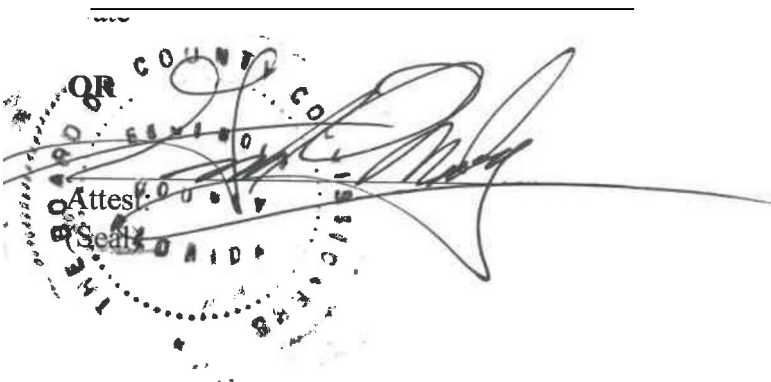
Brenda Carey

Chief Elected Official or designee

Witness

Brenda Carey, Chairman

Type Name and Title

Attest:
Seal


RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

APPROVING THE 2019-2022 LOCAL HOUSING ASSISTANCE PLAN; AUTHORIZING THE CHAIRMAN TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1992, the State of Florida enacted the William E. Sadowski Affordable Housing Act, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907-420.9079, Florida Statutes (2018), and Florida Administrative Code, Rule 67-37 (2018), require local governments to develop a Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act. The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, the Community Services Department has prepared the 2019-2022 Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SE E COUNJ FLORIDA
BY.....,.....,.....,.....,..... DEPUTY CLERK

WHEREAS, the Board of County Commissioners of Seminole County, Florida finds that it is in the best interest of the public for Seminole County to submit the Local Housing Assistance Plan for review and approval so as to qualify for these documentary stamp funds; and

WHEREAS, as required by Section 420.9075, Florida Statutes (2018), it is found that five percent (5%) of the local housing distribution plus five percent (5%) of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed ten percent (10%) of the local housing distribution plus five percent (5%) of program income deposited into the trust fund, except that small counties, as defined in Section 120.52(17), Florida Statutes (2018), and eligible municipalities receiving a local housing distribution of up to \$350,000.00 may use up to ten percent (10%) of program income for administrative costs,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida that:


Section 1. The Board of County Commissioners of Seminole County, Florida, hereby adopts the Local Housing Assistance Plan for fiscal years 2019-2020, 2020-2021 and 2021-2022 set forth in Exhibit A attached to this Resolution and incorporated by this reference.

Section 2. The Chairman is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of this program.

Section 3. This Resolution will become effective upon adoption by the Board of County Commissioners of Seminole County, Florida.

ADOPTED day of , 2019.

ATTEST:


GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida
Seminole County, Florida

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
BRENDA CAREY, Chairman

Attachment:

Exhibit A- Local Housing Assistance Plan for Program Years 2019-2020, 2020-2021 and 2021-2022

Authority: Section 120.52(17), Florida Statutes (2018)
Sections 420.907-420.9079, Florida Statutes (2018)
Florida Administrative Code Rule 67-37

DWM/lpk
4/8/19

T:\Users\LegalSecretary CSB\Community Services\2019 Documents\LHAP Resolution 2019-2022.docx

3.5522 DIRECTIVES.

(1) The Purchasing and Contracts Division shall determine if it is in the best interest of the County to enter into a contractual agreement. The Purchasing and Contracts Division can assist with improving Countywide contract administration. In addition, the Purchasing and Contracts Division will assist individual Departments/Offices in complying with County Purchasing policies, procedures and code. It is the Department/Office's responsibility to ensure contract compliance and take the necessary steps to document contract performance related issues.

(2) The Purchasing and Contracts Division, in conjunction with the County Attorney's Office, is responsible for overseeing contract policies and procedures. The County Attorney's Office is charged with the responsibility of developing the contract and ensuring that all contractual agreements that Purchasing processes are legally and responsibly in compliance with Florida Statutes, County Code, resolutions, procedures, ordinances, and Federal law as applicable. The user Department Director has the primary responsibility of ensuring that contracts are properly administered in compliance with Seminole County Code, resolutions, procedures, contract compliance requirements and Board Action.

(3) Contract administration entails creating a plan and then monitoring performance throughout the many, varied activities that can occur during the project execution. Key contract administration activities include ensuring compliance with contract terms and conditions, providing contract oversight on the project milestones and deliverables, managing contract changes, invoices and payment, managing any property issues, including sales tax recovery program, assisting in claims and disputes resolution, proper closeout procedures and the strategic planning of the follow-on procurement efforts.

(4) In lieu of obtaining Board approval via the agenda process for exercising the renewals and options on Board approved contracts, the funds will be approved via the budget process each fiscal year the contract is in effect. The Department/Division office should state within the annual budget, under the appropriate account number, the type of services, contractor's name and the estimated dollar amount for that fiscal year.

(5) It is the responsibility of the Department/Office to monitor contract deliverables, expiration dates, due dates and milestone dates of agreements and work orders.

(6) After contract award, administrative correspondence pertaining to contract administration can be signed by the County Manager or Purchasing and Contracts Division Manager or designee providing that it does not change the contract terms and conditions. This includes all documents associated with final acceptance and close out of construction documents.

3.5523 CONTRACT COMPLIANCE. The Purchasing and Contracts Division will assist user Departments/Divisions in complying with contract administration code and procedures on all contracts. The Project Manager should complete a performance evaluation/review form upon completion of a major project to document contractor's

performance. The Purchasing and Contracts Division will represent the County as a whole and will balance contracting interests of the County with those of individual Departments/Offices. User Departments/Divisions and the Project Manager are responsible for contract compliance, specifically:

(1) Contract Funding: Cost and qualitative analysis shall occur at the organizational level where contract funding decisions are made.

(2) Contract Monitoring: Contract monitoring shall consist of both fiscal and performance monitoring. Fiscal monitoring shall determine a contractor's financial consultants management abilities; performance monitoring shall determine a contractor's effectiveness in meeting contract objectives. All invoices must be processed by Department personnel in strict conformance of the contract terms and conditions.

(3) Contract Renewal Decisions: The decision to renew a contract will include an assessment by the user Department of the contractor's/consultant's performance. This assessment will provide a justification for making renewal decisions. If the evaluation indicates substandard contractor/consultant performance, a plan for corrective action shall be drafted. Alternatively, the decision can be made not to renew the contract and obtain new proposals from qualified suppliers.

(4) Retroactive Contracts: A contract cannot be retroactive. A contract is not legally binding until all parties have signed the contract document. In certain cases when it is in the best interest of the County, the Purchasing and Contracts Division may issue a letter to the contractor to begin performance if the award of the contract has been approved by appropriate authority. When contractors begin providing services before a new or existing contract is fully approved, signed or renewed, the commitment is referred to as unauthorized and must be processed as described in Section 220.16 of the Purchasing Code. It is the Department/Office's responsibility to plan accordingly to ensure unauthorized commitments are avoided. The County will not be responsible for payment of services or goods under an unauthorized commitment.

IV BONDS AND BID SECURITY

3.5524 SURETY BONDS. The Purchasing and Contracts Division is responsible for insuring that surety bonds are maintained. Before commencing work on the construction of a public building or repairs upon a public building or public work, the contractor shall deliver to the County a payment and performance bond which will be recorded in the public records of the County. The bonds must state the name and principal business address for both the principal and the surety and must contain a description of the project sufficient to identify it. Performance bonds for sub-contractors do not need to be recorded in the public records of the County.

3.5525 BID SECURITY.

(1) Requirement for Bid Security: Bid security shall be required for all competitive sealed bidding for capital improvement construction contracts when the price is estimated to exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) or when the Purchasing and Contracts Division Manager or designee

deemed appropriate. Bid security shall be an original bond provided by a surety company authorized to do business in the State of Florida or the equivalent in the form of a cashiers or certified check. The Purchasing and Contracts Division Manager may require bid security for other types of bids and RFPs.

(2) Amount of Bid Security: The amount of the bid security shall be indicated in the Contract Documents.

(3) Rejection of Bids for Noncompliance with Bid Security Requirements: When the Invitation for Bid or RFP requires security, noncompliance requires that the bid be rejected.

(4) Withdrawal of Bids: If a bidder is permitted to withdraw its bid before award, no action shall be brought against the bidder or the bid security.

3.5526 CONTRACT PERFORMANCE BONDS AND PAYMENT BONDS.

(1) As determined by the Purchasing and Contracts Division Manager or designee or mandated by Florida Statutes, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the contract:

(a) A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the County, in an amount equal to one hundred percent (100%) of the price specified in the contract.

(b) A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the contract.

(2) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the County to require a performance bond or other security in addition to those bonds or in circumstances other than specified in this Section.

3.5527 REQUIREMENTS. Sureties for all bid bonds, performance bonds and payment bonds must be included on the U.S. Department of Treasury listing and the bond amount shall not exceed the maximum amounts specified therein unless otherwise stipulated in the Invitation for Bid or RFP.

V CONTRACT EVALUATION

3.5528 PUBLIC ADVERTISEMENT OF NEED FOR SERVICES. All requirements for CCNA Professional Services, as defined in Section 287.055, Florida Statutes, shall be publicly advertised at a minimum of once a week in a newspaper of general paid

circulation or as otherwise indicated in Florida Statutes. Allowable exceptions to public advertisement include:

(1) Projects involving a public emergency, pursuant to Section 220.41, Seminole County Code.

(2) When the basic construction of the completed project is estimated to be less than THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00) or defined as category five in Section 287.017, Florida Statutes, whichever is greater.

(3) When the fee for professional services for a planning or study activity is estimated to be less than THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00) or defined as category two in Section 287.017, Florida Statutes, or as may be amended, whichever is greater.

3.5529 CONTINGENT FEES. All contracts shall contain a prohibition against contingent fees as required by Section 287.055(6), Florida Statutes.

3.5530 COMPETITIVE SELECTION.

(1) (a) Recommendations for appointment of evaluation committee members who have knowledge and interest in the project should be suggested by the Project Manager for acquisition of professional and consultant services under an RFP or PS. The evaluation committee should consist of: Division Manager or designee, Project Manager and a staff member outside the requesting Division with project knowledge. If the professional service to be provided is estimated to be over FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) per year, a Department Director must be on the evaluation committee. If the value exceeds ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per year, the County Manager or designee must be part of the evaluation committee.

(b) For evaluation committees for the selection of marketing/advertising firms to promote Seminole County tourism or Seminole County sports facilities and for evaluation committees for the selection of firms to provide sales, business development and event management services for Seminole County sports, in addition to the County employees who serve, two (2) of the evaluation committee members may be members of the Seminole County Tourist Development Council, elected for said task by the Council from its membership. As participants on the evaluation committee, the Tourist Development Council members will be required to comply with all of the County evaluation processes as stated in the County Manager's Policies and Procedures Manual, Section 60, the Seminole County Administrative Code, the Seminole County Code and the Florida Statutes related to evaluation of competitive procurements, including but not limited to completing disclosure forms, complying with public records release requirements, code of silence requirements and required participation in all meetings of the evaluation committee.

(2) Notification of Need for Services:

(a) The evaluation committee shall determine specific qualifications necessary for the project consultant and specify the form for submittal of qualifications by prospective consultants. The evaluation criteria stated in the solicitation shall be the sole means of "short listing" firms who have submitted qualification packages.

(b) For publicly announced requirements, the Department/Office will provide the Purchasing and Contracts Division a request for contractual services with a scope of services, and evaluation criteria and the Purchasing and Contracts Division will publish the notice in a newspaper of general circulation in Seminole County and on the Internet and shall indicate how interested consultants may apply for consideration. Trade journals or trade magazines may also be utilized for public advertisement. The Purchasing and Contracts Division will administer the closing of the proposals and the selection/negotiation committee meetings.

(c) Florida Statutes require reasonable notice to the public, such as evaluation/selection/negotiating sessions with consultants. At times these evaluation and negotiation meetings are exempt under Section 286.0113, Florida Statutes. If the meeting is non-exempt, the notice will include the committee's name and purpose, location of meeting, date and time of meeting. A copy of the meeting notice shall be posted in the Purchasing and Contracts Division and on the County's web site, in the Bid tabulation remarks. Part of the notice of public meeting shall include the statement: "Persons with disabilities needing assistance to participate in any of these proceedings should contact the Purchasing and Contracts Division 48 hours in advance of the meeting. If a person decides to appeal any decision made at this meeting, they will need a record of the proceedings, and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105, Florida Statutes." The Chairman of the meeting will ensure a record of the meeting is maintained, either through a written or recorded method and in accordance with the Public Records Law of the State of Florida. The custodian of the record for these meetings is the Purchasing and Contracts Division.

(3) Evaluation of Consultants:

(a) The County shall make a finding that the firm or individual to be employed is duly qualified to render the required service. The evaluation committee shall review statements of qualification and performance data submitted in response to the public announcement and shall select, in order of preference, no fewer than three (3) firms deemed to be the most highly qualified, if at least three (3) firms respond to the announcement. If there are less than three (3) firms responding and after due diligence and searching it is decided every effort was made to meet Section 287.055, Florida Statutes, the County will interview all respondents and proceed with the evaluation process. Consultant evaluation criteria shall include, but may not be limited to: approach to work, the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location (except for FOOT projects); recent, current and projected



workloads; and volume of work previously awarded, with the object of effecting an equitable distribution of contracts among qualified firms, provided such equitable distribution does not violate the principle of selection of the most highly qualified firms.

(b) The evaluation committee may conduct presentations and/or shall conduct some type of discussions with a minimum of three (3) firms (if three firms submitted) pertaining to the firms' qualifications, approach to the project, and ability to furnish the required service. Each evaluation committee member shall rate each firm/individual by assigning the top firm number one (1), the second ranked firm number two (2), etc. At times, alternate procedures stated in the County Manager's Policies and Procedures may apply.

3.5531 CONTRACT NEGOTIATION.

(1) The negotiating committee shall be appointed by the Department Director and the Purchasing and Contracts Division Manager. The committee shall be comprised of the Division Manager or designee and two (2) staff members of County government having knowledge and interest in the project. When professional services sought are over ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) or more, a Florida Certified Contracts Negotiator shall sit on the negotiating committee. Upon Board direction, the negotiating committee shall negotiate a contract with the most qualified firm for professional services for compensation which is determined to be fair and reasonable. Retainage for professional services is at the discretion of the Project Manager and shall be stated on the Contract Services Request form for the request of a new master agreement work order.

(2) Detailed discussions must be held by the firm and the County to clearly establish the scope of the project and the exact services to be performed by the Consultant. Should the two parties fail to agree upon the level of cooperation, negotiations with the first firm are terminated and negotiations are commenced with the second ranked firm. If again unsuccessful, the process is repeated with the next highest ranked firm. This process is continued until a mutually agreeable contract is concluded or the project is abandoned and resubmitted.

(3) When required by Florida Statutes or at the direction of the Purchasing and Contracts Division Manager, the firm awarded the contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting.

(4) At times, audit provisions of the contract must be enforced. The best method for this audit is for an external audit to validate rates and invoices in accordance with contract language.

3.5532 RESERVATION OF AUTHORITY. The authority to issue or revise this Policy is reserved to the Board of County Commissioners subject to the provisions of Chapter 287, Florida Statutes.



VI DEBARMENT OR SUSPENSION

3.5533 AUTHORITY TO DEBAR OR SUSPEND. The Purchasing and Contracts Division Manager may suspend or debar for cause the right of a vendor to be included on a vendor list and any bid or response from that vendor may be rejected, provided that the Board shall have the authority to waive or remove such suspension or debarment.

3.5534 SUSPENSION. A vendor may be suspended for a period not to exceed three (3) years as determined by the Purchasing and Contracts Division Manager based upon the following:

- (1) Vendor defaults or fails to fully comply with the conditions, specifications, time limits, or terms of a bid, quotation, proposal or contract with the County; or
- (2) Vendor commits any fraud or misrepresentation in connection with a bid, quotation, proposal or contract with the County; or
- (3) Vendor is convicted by a court of competent jurisdiction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract; or
- (4) Vendor is convicted by a court of competent jurisdiction of any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor.
- (5) Confirmation that a vendor has been convicted of any charges specified under items 3 and 4 will be ascertained by contacting Clerk of the Court of the County and requesting the "Judgement and Sentence Form" for a felony and the disposition or minutes of the court action for a misdemeanor.
- (6) Vendor becomes insolvent, has proceedings of bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property; or
- (7) Vendor commission or any act or omission to perform any act which is grounds for debarment; or
- (8) Vendor violates the ethical standards set forth in County, State or Federal law; or
- (9) Vendor fails to comply with the M/WBE participation or M/WBE requirements as may be established in an awarded contract.
- (10) Any other cause the Purchasing and Contracts Division Manager determines to be sufficiently serious and compelling as to materially and adversely affect responsibility of a business as a County contractor, including but not limited to suspension or debarment by another governmental entity for cause.



3.5535 DEBARMENT. A vendor may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, time limits, or terms of an Invitation for Bid, Request for Proposal or contract with the County twice in any three (3) year period.

(2) Conviction or judgment in a court of competent jurisdiction for commission of any offense listed in Chapter 220, Seminole County Code, in connection with the vendor's commercial enterprise. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the County.

3.5536 DECISION. After the Purchasing and Contracts Division Manager has determined he/she has cause to suspend or debar a vendor and has the concurrence of the County Attorney's Office, he/she shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken. A copy of this decision will be provided to all Board members.

3.5537 PUBLIC ENTITY CRIME. Any vendor who has been convicted of a public entity crime as defined by Section 287.133, Florida Statutes, shall not be able to transact business with the County to the extent as specified in Section 287.133(3)(a), Florida Statutes.

3.5538 FINALITY OF DECISION. The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates protest proceedings within thirty (30) business days after the date of notification.

VII PROTESTS, APPEALS AND REMEDIES

3.5539 PROTESTS.

(1) Right to Protest: Only bidders that submit proposals are eligible to submit a protest after Bid opening or Proposal closing. If a solicitation has been cancelled and posted on the website, protests will not be accepted.

(2) Posting: The Purchasing and Contracts Division shall post a recommendation of award at the location where bids or proposals were or on the County's website, Purchasing and Contracts Division webpage, in the Bid tabulation section.

(3) Protest Submission: A formal written protest must be filed no later than 5:00 p.m., local time, five (5) business days after the posting date of the award recommendation on the internet, unless the aggrieved person did not know or could not, with the exercise of diligence, have known of the facts giving rise to the protest prior to any of the aforementioned events. The aggrieved person has the burden to show he or she did not know and could not, with the exercise of diligence, have known of the facts giving rise to the protest. The bidder, offerer or contractor has the responsibility to contact the County and request the award recommendation results. Failure to contact the County for the award recommendation results to determine if a bid protest is warranted is



considered lack of due diligence and a protest received after the five (5) business days specified will not be considered.

(4) The formal written protest shall: identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and, specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds. The protesting party shall submit a hard copy of the formal written protest to the Purchasing and Contracts Division Manager or designee within the timeframe above. All exempt proposal and procurement information pertaining to the solicitation/award that is being protested may be requested by the protesting vendor at time of protest.

(5) Receipt of Protest: A protest is not timely filed unless it is received in hard copy form by the Purchasing and Contracts Division within the times specified in item (3). Failure to file a formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

(6) General: These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Bidders and proposers are prohibited from attempts to influence, persuade or promote through any other channels or means award of the agreement. Such attempts shall be cause for suspension in accordance with the Seminole County Code and the Seminole County Administrative Code applicable to Purchasing.

(7) Stay of Procurements During Protests: In the event of a timely protest under this Section, the Purchasing and Contracts Division Manager shall not proceed further with the solicitation or award of the contract until a written determination is made by the Purchasing and Contracts Division Manager and approved by the County Manager or until the County Manager makes a determination for the record that the award of a contract, without delay, is necessary to protect substantial interests of the County.

(8) Authority to Resolve: The Purchasing and Contracts Division Manager shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision to the protesting party within thirty (30) business days after the date of receipt of the protest.

(9) Appeal Process: The Purchasing and Contracts Division Manager's decision shall be final and conclusive unless, within five (5) business days of receipt of the written decision, the protesting party delivers a written notice of appeal to the Purchasing and Contracts Division Manager with an Appeal Bond. An advisory appeal committee, comprised of three (3) County Representatives, other than the Purchasing and Contracts Division Manager, appointed by the user Department Director and County Manager or designee, shall have the authority to review the appeal and make recommendations to the County Manager. The Appeal Committee shall conduct a hearing where the aggrieved person shall be given the opportunity to show why the decision of the Purchasing and Contracts Division Manager should be modified. The Appeal Committee shall render a written recommendation within thirty (30) business days

from the date of the written notice of appeal. The formal rules of civil procedure and evidence will not be applied. The Appeal Committee shall render a final written recommendation to the County Manager. The County Manager shall render his or her final written decision within five (5) business days after the date of the recommendation. If no decision is rendered within this time frame then it will be presumed that the County Manager concurs in the Appeal Committee's decision and the decision of the Appeal Committee shall be the final and conclusive administrative action.

(10) Appeal Bond: Any person who files an action appealing a decision shall post with the Purchasing and Contracts Division Manager at the time of filing the formal written appeal a bond payable to the County in an amount equal to five percent (5%) of the County's estimate of the total contract value or FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against appellee in the administrative hearing in which the action is brought and in any subsequent appellate court or court proceeding. In lieu of a bond, the County may accept a cashier's or certified check, or money order in the above referenced amount. If, after completion of the administrative hearing process and any court or appellate court proceedings, the County prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the person appealing the decision, the bond, cashiers check, or money order shall be returned to him. If the person appealing the decision prevails, he shall recover from the County all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

(11) Reservation of Powers to Settle Actions Pending before the Courts: Nothing in this Section is intended to affect the existing powers of the Board to settle actions pending before the Courts.

3.5540 CONTRACT CLAIMS.

(1) Decision of the Purchasing and Contracts Division Manager: All claims by a contractor against the County relating to a contract shall be submitted in writing to the Purchasing and Contracts Division Manager for a decision. Claims include, without limitation, controversies arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

(2) Notice to the Contractor of the Purchasing and Contract Division Manager's Decision: The decision of the Purchasing and Contracts Division Manager shall be issued in writing, and shall be mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights.

(3) Finality of Purchasing and Contracts Division Manager's Decision; Contractor's Right to Appeal: The Purchasing and Contracts Division Manager's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision, the contractor delivers a written appeal to the Purchasing and Contracts Division with an appeal bond.



(4) Render Timely Decision: The Purchasing and Contracts Division Manager with concurrence of the County Attorney shall issue a written decision regarding any contract controversy within sixty (60) business days after written request for a final decision, or within such longer period as may be agreed upon between the parties.

(5) Appeal Process: Any person aggrieved by the decision of the Purchasing and Contracts Division Manager must deliver a written appeal within five (5) business days of receipt of the written decision to the Purchasing and Contracts Division Manager with an appeal bond. An advisory appeal committee, comprised of the user Department Director or Division Manager and other County Representatives, shall have the authority to review the appeal and render a written recommendation to the County Manager. The Appeal Committee shall conduct a hearing where the aggrieved person shall be given the opportunity to show why the decision of the Purchasing and Contracts Division Manager should be modified. The Appeal Committee shall render a written recommendation within sixty (60) business days from the date of the written notice of appeal and the County Manager shall render a final decision within five (5) business days from the date of the recommendation. If no decision is rendered within this time frame then it will be presumed that the County Manager concurs in the Appeal Committee's decision and the decision of the Appeal Committee shall be the final and conclusive administrative action.

3.5541 RIGHT TO PROTEST AWARD OF CERTAIN CONTRACTS AWARDED BY THE BOARD.

(1) This Section is applicable solely to protests filed by a recommended vendor after the award of a contract by the Board of County Commissioners was to other than that recommended vendor.

(2) Upon receipt of the written notice of protest, the Purchasing and Contracts Division Manager shall schedule a hearing before the Board of County Commissioners. The aggrieved person shall be given an opportunity to show why the award of contract by the Board of County Commissioners should be modified.

(3) The decision of the Board of County Commissioners shall be the final and conclusive administrative action.

VIII PURCHASING CARD

3.5542 METHOD OF OPERATION. The following are the County's operational policies governing purchasing cards:

(1) Cardholder Spending Limits:

(a) The delegation of purchasing authority that the card provides to each cardholder sets the maximum dollar credit limit amount per month. Each time a cardholder makes a purchase with the card, the limit will be checked, and the authorization request will be declined should the purchase amount exceed the available credit amount. The maximum credit limit amount is set at TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) and cannot be exceeded without the express approval of the County Manager. Each cardholder's credit limit is recommended by the cardholder's supervisor on the "Purchase Card Request Form" and must be approved by



SECTION 3. COUNTY ADMINISTRATION

3.55 PURCHASING POLICY

GENERAL INFORMATION

PURPOSE. The purpose of this Policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by this County, to maximize the purchasing value of public funds in procurement and to provide safeguards for maintaining a procurement system of quality and integrity. The revised Purchasing Administrative Code approved by the Board will supersede and replace all other Administrative Code provisions, Policies and Procedures for implementing this part.

DEFINITIONS. The following definitions provide concise, comprehensive information concerning Procurement terminology.

Best and Final Offer (BAFO): The last offer provided by an offeror in response to a Request for Proposal and all further negotiations cease. It is a method of clearing up any issues, restating the desired scope and allowing firms in the competitive range to update both the technical and price proposal.

Contract administration: The management of all facets of a contract to assure the Contractor's total performance is in accordance with the contractual commitments and that the obligations of the Contractor under the terms and conditions of the contract are fulfilled.

Debarment: The exclusion, for cause, of a vendor or contractor from bidding and/or receiving a contract to do business with the County.

Evaluation committee: County staff representatives who have knowledge and interest in the project, suggested by Project Manager to assist in the acquisition of consultant services under an RFP or PS. The committee should consist of Division Manager or designee, Project Manager, a staff member outside the requesting Division, and one or more appointed staff members. The committee should be approved by the Department Director. If the professional service to be provided is estimated to be over FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) per year, a Department Director must be on the evaluation committee. If the value exceeds ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per year, the County Manager or designee must be part of the evaluation committee.

Informality: A minor defect or variation of the bid or proposal from the exact requirements of the Invitation for Bid or the Request for Proposal, which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

Letter of renewal: A document, generated by the County, conditioned on the approval of the County and the Contractor/Consultant, to renew the contract in accordance with the terms of the contract.



Life cycle costing: A cost-analysis tool which incorporates not only the purchase price of a piece of equipment, but all operating and related costs over the life of the item, including maintenance, down time, energy costs, etc., as well as salvage value.

Maintenance agreements for equipment: An agreement that defines services, parts and labor regarding maintenance of equipment. Signature authority for such maintenance agreements shall be as designated by the Board of County Commissioners in the Seminole County Administrative Code.

Mandatory bid amount: The minimum dollar amount established in the Seminole County Administrative Code by the Board of County Commissioners at and above which the formal competitive sealed bid process shall be used, except as otherwise provided herein.

Miscellaneous Agreement: An Agreement, executed bilaterally for one-time professional services generally under \$25,000.00 where the terms and conditions are negotiated by the Purchasing and Contracts Division.

Negotiation: A bargaining process between two or more parties, each with its own viewpoints and objectives, seeking to reach an agreement or settlement of a matter of common concern, on terms that are mutually beneficial and satisfactory to both.

Project manager: A person designated by his/her Department/Division Director/Manager to ensure compliance with County codes, resolutions and procedures for contracts which he/she is assigned. The Project Manager, along with the Division Manager is held accountable for contract compliance.

Proprietary purchase: A purchase that occurs when there is more than one vendor who can provide the goods or services, but because of exigent circumstances only one specific vendor should provide the goods or services.

Protest: A written complaint about an administrative action or decision brought by a bidder or offeror to the appropriate administrative section with the intention of receiving a remedial result.

Public posting: The display of procurement notices in an area or on a board designated and regularly used for that purpose that is available to the public during normal working hours or by posting on the Purchasing and Contracts Division internet web page.

Purchasing card program: A program designed to improve efficiency in processing low dollar purchases of commodities or services that are under the unit price of a capital item as set forth by the Board of County Commissioners in the Seminole County Administrative Code from any vendor that accepts a credit card. It will allow the cardholder to purchase approved commodities and services directly from our vendors within the transaction monthly limits established for each cardholder. Each purchase card is issued to a named individual and the County is clearly shown on the card as the Governmental buyer of goods and services.

Quotation: Any oral or written informal offer by a vendor to the County to furnish specific goods and/or services at a stated price.



Recycled/recyclable products: Those products or materials which are defined as Recycled/Recyclable Products by Section 403.7065 (2), Florida Statutes, and U.S.C. 6901 et seq. "Resource Conservation and Recovery Act of 1976" and successor provisions.

Rental agreements for commodities: An agreement that defines the terms and conditions, and provides a description of the product. The authority to sign rental agreements shall be as set forth in the Seminole County Administrative Code.

Reoccurring charges: Charges for the same item (commodity) that is purchased on a regular (monthly) predictable basis.

Request for Information (RFI): A solicitation for response from interested and prospective vendors/contractors to provide information to determine specifications, qualifications and/or capabilities to satisfy a need rather than a firm specification and in which the respondent may be given latitude in order to develop a product and/or service which will fulfill the need. Upon receipt of responses to the RFI, the County may develop specifications for an Invitation for Bid or criteria for a Request for Proposal, either of which may be issued to qualified proposers who submitted responses to the RFI.

Request for Proposals (RFP): A solicitation for response for a good and/or service for which the scopes of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on criteria stated in the **RFP**.

Request for Quotations (RFQ): A solicitation for written price offers designed for the quick purchase of goods and/or services over \$10,000.00 and under \$50,000.00 which contains a defined statement of specifications and/or scope of work or services, and other applicable provisions.

Requisition or Contract Services Request (CSR): A document generated by the originating department and forwarded to the Purchasing and Contracts Division via the County's financial system software for the request of goods or services.

Responsible bidder, proposer, or respondent: A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, ability, reliability, capacity, facilities, equipment, financial resources and credit which will assure good faith performance.

Responsive: A vendor's response to a solicitation, which complies with all instructions detailed in the solicitation including completing all forms required.

Sales tax recovery: The County will have the option of purchasing all, any, or none of the materials and equipment included in each contract agreement directly from the manufacturer or supplier. The County is exempt from payment of sales and use tax on the purchase of any goods and/or services subject to such tax per Seminole County Resolution No. 96-R-177, Florida Statute 212.08 and Rule 12A, Florida Administrative Code.

Single source: The one source among others that, for justifiable reason, is found to be most advantageous for the purpose of the procurement and is supported by compliance with the appropriate information, as stated in Section L-11 of the policies and procedures manual.

Small business enterprise: A United States business which is independently owned and operated, does not primarily involve the practice of a profession, employs 25 or fewer permanent, full-time employees, and has assets of less than \$1,000,000.00.

Sole source: The only existing source of an item which meets the needs of the user department as determined by a reasonably thorough analysis of the marketplace and is supported by compliance with the appropriate information, as stated in Section L-11 of the policies and procedures manual.

Specification: A concise statement of a set of requirements to be satisfied by a product, material, service, or process used in an Invitation for Bid or Request for Quotation to describe the goods and service to be purchased or otherwise required. Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Sunshine law: Florida Statutes, Section 286.011: Florida government in the Sunshine law requiring meeting to be open to the public. Committees involved in the selection and negotiation of vendors are governed by this law.

Surety bonds: A document by the surety company on behalf of a contractor to guarantee that an obligation will be fulfilled.

Suspension: Temporary debarment for a period not to exceed three years.

Term agreements: Agreements on a continuing basis for a defined period of time (term). Release/Purchase Orders are issued against term agreements that are encumbered.

User department: That department within the County government which requests and utilizes goods and/or services procured under this Code.

PROCUREMENT COMMITTEE COMPOSITION; POWERS AND DUTIES.

(1) Composition: The Committee shall be composed of the following officials and employees who shall be appointed by the County Manager as needed without additional compensation:

- (a) Positions:
 - (i) County Manager or designee
 - (ii) Purchasing and Contracts Division Manager
 - (iii) County Attorney or designee
 - (iv) A County Department Director



- (v) A County Division Manager
- (vi) A County professional, mid-management, or supervisory employee

(2) Powers and Duties of the Committee. The Committee shall:

(a) Propose, review and recommend to the County Manager procedures consistent with this Section, and the Seminole County Code governing the procurement, management, control, and disposal of any and all supplies, services, and construction for the County. The Committee shall have the power to audit and monitor the implementation of procedures as adopted by the County Manager and the requirements of this Section, but shall not exercise authority over the award or administration of any particular contract, or over any dispute, claim, or litigation pertaining thereto.

(b) Review recommendations for standardization of brands, makes and/or types of supplies or both. Standardization is authorized by the County Manager and is based on compatibility of equipment, cost savings to the County, ease of maintenance or any other grounds found to make standardization in the best interest of the County. After its adoption, each standard specification or brand shall, until revised or rescinded, apply in terms and effect to every future purchase and contract for the supply described in such specification. However, any user department if approved by the County Manager can be exempt from utilizing the standard specification. The Committee must receive written documentation, requesting an exemption and stating why an exemption is needed. All specifications shall be definite and certain and shall permit and encourage competition to the maximum extent possible consistent with accomplishing the purposes of the user department. The duration of the standardization should be no greater than six (6) years and a review shall occur when necessary to reflect any technological advances/changes that might make replacement more economical over the life expectancy of the system.

APPROVAL AUTHORITY.

(1) The Board of County Commissioners has the right to award all contracts except as otherwise provided in the Seminole County Administrative Code. The Board of County Commissioners may, by resolution and amendment to this provision, delegate authority to award contracts for supplies, services, or construction to other County officials. Individuals that have been delegated authority will have to sign a "Statement of Responsibility" and will be held accountable for all actions occurring under their authority, in accordance with Section 112.3145(1)(a)(3), Florida Statutes. Anyone having authority to make any purchase exceeding the threshold amount provided for in Section 237.017, Florida Statutes, for category one must file with the Supervisor of Elections within the county in which he or she permanently resides, a statement of financial interest. As to those contracts which the Board retains the right of award, the Board shall have authority to review, modify or set aside all previous administrative determinations, whether appealed or not, made in the course of the procurement.



(2) All Department Directors or their designee shall have the authority to authorize purchases of goods and services in accordance with Section 220.41 (Emergency Procurement) and Article VIII, Purchasing Card, Subsection 3.5542.

(3) The following services, when required as part of recreational services provided by the Leisure Services Department, will be exempt from the competitive process: Conservation Instructors such as Environmental Education Instructors; Health and Wellness Instructors including Tennis Pros, Assistant Tennis Pros, Developmental Instructors, Tournament Directors, Site Coordinators, Officials, Umpires, Scorekeepers, Referees; Fitness Instructors; Social Equity and Educational Instructors such as Chess Instructors, Art Instructors, Summer Reading Program Instructors and Program Entertainment. The Director of Leisure Services shall have the authority to award and execute contracts for the above listed services within a County Manager approved compensation fee schedule, with Program Entertainment contracts not to exceed FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00). These contracts will comply with a limit (ceiling) to the maximum amounts that can be approved by the Leisure Services Department Director and may be adjusted to a yearly CPI. Any compensation above the stated amounts (adjusted for inflation) must be approved by the County Manager. The Leisure Services Department will ensure that appropriate budget is available to pay for these contracts prior to execution.

(4) (a) The Community Services Department Director shall have the authority to award and execute contracts with Training Providers for the Community Services Block Grant Training Assistance Program.

(b) The Community Services Department Director shall have the authority to execute agreements, loan documents, restrictive covenants, satisfactions, amendments or modifications thereto, and other related documents pertaining to the State Housing Initiatives Partnership (SHIP) program in an amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) of aggregated costs for each SHIP financed real property.

(5) (a) The Purchasing and Contracts Division Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) including change orders, rental and software agreements and amendments. The County Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) including change orders, rental and software agreements and amendments. All purchases over TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) and under FIFTY THOUSAND AND NO/100 (\$50,000.00) should be obtained competitively by written quotes, except as provided within the Purchasing Code or this Administrative Code. All purchases over FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) will be obtained competitively by bid, PS or RFP, except as provided within the Purchasing Code or the Administrative Code. The County Manager, Purchasing and Contracts Division Manager or designee is authorized to renew options on approved contracts, as long as it is per the terms, conditions and renewal period specified in the original contract and the total dollar amount for each contract or purchase order is within the Board approved budget. All purchases of



goods and services, including library materials, in excess of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) shall be awarded by the Board of County Commissioners, except as otherwise provided within the Purchasing Code or this Administrative Code. The County Manager, Purchasing and Contracts Division Manager or designee shall have the authority to sign all agreements, purchase orders, contracts, work orders, change orders, release orders, and amendments in excess of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) on Board approved agreements that are submitted via an agenda process. Work Orders will be processed in accordance with established processes for professional and consultant services. The Purchasing and Contracts Division will be responsible for ensuring the contract amount does not exceed what the Board has approved and the scope of service is per the contract specifications.

(b) The County Manager is hereby further authorized to execute contracts for purchase and sale of real property, assignments of such contracts, loan documents, restrictive covenants, satisfactions, work orders, change orders, amendments or modifications to the foregoing, applications for payment and other related documents under the Neighborhood Stabilization Program ("NSP") in an amount not to exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) of aggregated acquisition and rehabilitation costs for each NSP financed residential real property. The County Manager is further authorized to execute all necessary documents to effect the resale of such homes to income qualified households for use as their primary residence at such prices and under such terms as are consistent with NSP requirements and objectives. The County Manager shall submit a full report to the Board of all NSP transactions on a monthly basis until completion of the NSP, including the expenditure of all such NSP funds, including Program Income as defined in applicable regulations or remittal of said funds to the United States Department of Housing and Urban Development.

(c) The County Manager shall have the authority to execute agreements, assignments of such agreements, loan documents, restrictive covenants, satisfactions, work orders, change orders, amendments or modifications to the foregoing, applications for payment and other related documents under the HOME Investment Partnership Program ("HOME") in an amount not to exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) aggregated costs for each HOME financed residential real property. The Director of Community Services shall have the authority to execute agreements, assignments of such agreements, loan documents, restrictive covenants, satisfactions, work orders, change orders, amendments or modifications to the foregoing, applications for payment and other related documents under the HOME Investment Partnership Program ("HOME") in an amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) aggregated costs for each HOME financed residential real property. The County Manager or Director of Community Services shall submit a full report to the Board of HOME transactions on a monthly basis until completion of HOME, including the expenditure of all such HOME funds, including Program Income as defined in applicable regulations or remittal of said funds to the United States Department of Housing and Urban Development.



(6) The County Manager, Purchasing and Contracts Division Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract providing that the change does not exceed five percent (5%) of the latest approved contract value for contracts under TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) and three percent (3%) for contracts TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) and above. Amendments to contracts greater than these signature authority amounts must be approved by the Board of County Commissioners.

(7) The County Manager, Purchasing and Contracts Division Manager or designee shall have the authority to increase up to five percent (5%) of the Board approved estimated usage for Master Services Agreements (MSAs) or Term Contracts. This will allow for flexibility and prompt issuances of work orders under MSAs and release orders under Term Contracts.

(8) The County Manager, Purchasing and Contracts Division Manager or designee shall have the authority to execute amendments to contracts to reflect a change to the company's name, due to assignments or re-organization of the firm. The County Manager, Purchasing and Contracts Division Manager or designee shall have authority to approve time extensions providing that the increase in cost, if any, are within the authority described above.

(9) **Award of County-wide Construction Projects under \$200,000.00.** For County construction projects where the County has reasonably estimated the construction cost and/or the lowest responsive, responsible bid on a higher estimated project falls under TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), the Board authorizes the following streamlined approval process. The County Attorney's Office will provide a standard draft agreement that is customized for these types of projects. All general conditions will be referenced and available on the Purchasing and Contracts Division's webpage. Purchasing and Contracts Division staff will post and advertise the construction project for thirty (30) days in accordance with State Statutes and the County's Policies and Procedures. Public bid opening will occur as usual and within three business days, staff will launch a Review Committee consisting of the assigned Procurement Analyst and two user Department stakeholders. All responsive, responsible determinations and contract issues will be discussed and identified by the Review Committee. The Procurement Analyst will resolve any issues with the low bidder and submit the final marked up draft agreement to the County Attorney's Office for processing of the award agreement. The Purchasing and Contracts Division Manager or designee will approve and execute the agreement to the lowest price, responsive, responsible bidder. Should the lowest responsive, responsible bidder not be selected, or the actual cost of the project exceeds the TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) threshold, the award will be presented to the Board of County Commissioners for determination.

(10) The County Manager, Purchasing and Contracts Division Manager or designee shall have authority to award and execute contracts and purchase orders in excess of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for purchase of



goods and services providing services are incidental to the goods if the award is to the lowest responsible bidder and the amount has been approved during the budget process. This includes piggy back from existing contracts of other public entities. If the award of the contract or Purchase Order for purchase of goods is other than the responsible lowest bidder the award will be presented to the Board.

(11) The Purchasing and Contracts Division Manager, with the concurrence of the County Manager, shall have the authority to settle individual claims under contract provided the settlement does not cause the total contract amount, including the settlement amount, to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00). All change orders issued which modify a contract, as a result of settling a claim, when the original and revised total cost of which exceeds ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), shall require Board of County Commissioners approval, unless otherwise specified herein. The Purchasing and Contracts Division Manager will notify the Board of settlements made under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00). Terminations of those contracts that were Board awarded must go back to the Board for approval or denial.

II SOURCE SELECTION AND CONTRACT FORMATION

PUBLIC NOTICE.

(1) Public notice for construction projects shall be given in accordance with Section 255.0525, Florida Statutes, and any future revisions. As of June 1, 2015, the current Statutes require public notice of construction projects more than TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) shall be given. Such notice shall include publication in a newspaper of general circulation and will be placed on the Internet. The public notice on the internet shall state the date and time of bid opening and RFP closing. Public notices shall satisfy all statutory public notice requirements.

SOURCE SELECTION.

(1) The procurement of all goods, material, equipment, services and combinations of goods and/or services by or on behalf of the Board, including those transactions through which the Board shall receive revenue, in an amount equal to or in excess of the mandatory bid amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), shall be competitively awarded based on the submission of sealed bids, proposals submitted in response to an RFP, proposals submitted in response to a request for information/qualifications, or proposals submitted for competitive negotiations, as specifically provided in the Purchasing Code or the Administrative Code, except as otherwise provided herein, or by State or Federal law. Competitive bidding shall be the preferred method of procurement. Departmental requirements are not to be split to avoid the competitive bidding thresholds. It is in the best interest of the County to combine requirements and competitively bid these requirements to ensure a fair and reasonable price.

(a) Types of solicitations used to compete the County's requirements are Request for Proposals (RFPs), Invitations for Bid (IFBs), and Request for Information (RFIs), which are defined in Chapter 220, Seminole County Code. Request for Quotations



(RFQs) are generally used for requirements under FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). Some methods of procurements, i.e., A+B method, incentives, Design Build are described in the County Manager's Policies. A Request for Qualification is an RFP without price as a criteria.

(b) Nothing in the foregoing shall prohibit the County from renewing purchase orders or contracts with vendors/contractors originally selected through a competitive selection process provided such renewal is within the scope of the purchase order or contract, or from Purchasing goods, materials or equipment for inclusion in a capital improvement project whose cost has been incorporated.

(c) The construction or improvement to a public building, a structure, or other public construction work that is estimated to have a cost of more than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00), must be competitively awarded to an appropriately licensed contractor. See *Section 255.20, Florida Statutes*, for exception to this rule.

(d) In cases of emergency, the procedures required in this Section may be altered by the County in accordance with Section 220.41, Seminole County Code.

(e) The procedure of procuring goods and services without a formal bidding process using other public and government entities' contract commonly called "piggybacking" is authorized pursuant to Chapter 287, Florida Statutes. This also includes piggybacks of the State of Florida contracts, GSA and other Federal government contracts.

(f) The County will comply with the Florida Department of Transportation (FDOT) Local Agency Program (LAP) Critical Requirements Checklist for Federal Funded Professional Services Contracts Federal and State Requirements and any changes therein for the procurement of professional services under the Consultants Competitive Negotiations Act (Section 287.055, Florida Statutes). The County further resolves to comply with all other FDOT guidelines and requirements for the procurement of FDOT-funded projects. The County must receive a minimum of three (3) Consultant proposals in response to a FDOT-funded solicitation for Professional Services under the Consultants Competitive Negotiations Act (CCNA), or the County must re-advertise.

At the completion of the agreement, the user Department must complete a Performance Evaluation for each consultant under the MSA. This evaluation will become public record.

Evaluation criteria for FDOT-funded projects may not include location of the firm.

(2) Cancellation of Invitations for Bids or Requests for Proposals: An Invitation for Bid, a Request for Proposal, or other solicitation may be canceled, or any or all bids or proposals may be rejected, in whole or in part by the Purchasing and Contracts Division Manager or designee, when it is for good cause and in the best interest of the County. Prior to bid opening/RFP closing, the Purchasing and Contracts Division Manager shall have the authority to cancel an IFB/RFP or postpone the date



and/or time of bid submission or closing for good cause. The County reserves the right to accept or reject any and all proposals.

(3) Bid and Proposal Submission: Proposals must be received no later than the time and date and at the location specified for bid opening/RFP closing in the solicitation. Any proposal received later or at any other location than specified will not be accepted and shall be returned unopened to the bidder. It shall be the bidders' sole responsibility to ensure that their bid reaches the specified place for receipt of bids by the specified time. The County shall bear no responsibility for any failure of the U.S. Postal Service or other courier service to successfully deliver proposals to the County. Bidders/Proposers shall be allowed to withdraw their submittals at any time prior to bid opening, providing they show proper identification.

(4) Bid Opening/RFP Closing: Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the solicitation. All proposals shall be open to public inspection per Chapter 119, Florida Statutes, and Section 286.0113, Florida Statutes.

(5) Corrections, Additions to and Withdrawal of Bids:

(a) The following shall govern the correction of information submitted in an IFB when that information is a material factor in determining the responsiveness of the bid:

(i) Errors in the extension of unit prices stated in a bid or in multiplication, division, addition, or subtraction in a bid may be corrected by the Purchasing and Contracts Division Manager or designee prior to award. In such cases, the unit prices bid shall not be changed. When bidders quote in words and in figures on items on the bid form, and the words and figures do not agree, the words shall govern and the figures shall be disregarded. Any discrepancies in the proposal other than error in extension of unit prices will be sufficient to consider the proposal as non-responsive.

(ii) After bid opening, bidder shall not be permitted to correct a bid error that would cause such bidder to have the low bid, except that any bidder may correct errors in extension of unit prices stated in the bids, or in multiplication, division, addition, or subtraction. In such cases unit prices bid shall not be changed and such error must be readily apparent on the face of the bid form.

(iii) Nothing herein is intended to prohibit the acceptance of a voluntary reduction in price from a low bidder after bid opening and prior to contract award, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the solicitation.

(b) A bidder who alleges a judgmental error of fact may not be permitted to withdraw his/her bid after bid opening. A bidder who alleges a nonjudgmental error of fact may be permitted to withdraw his/her bid only when reasonable proof that such a mistake was made and prior to posting the recommendation for award on the website. If a bidder unilaterally withdraws his/her bid without permission after bid opening, the Purchasing and Contracts Division Manager may suspend the vendor from receiving new



business from the County for up to two (2) years, beginning with the date of the unilateral withdrawal, and retain any bid security submitted with the bid. Once a bidder withdraws a bid, that bid cannot be reinstated.

RESPONSIBLE BIDDER. Information in a bid shall not necessarily be considered conclusive at the time of bid opening, except when the Invitation for Bid unequivocally states that the bid shall not be considered responsive unless the particular information is provided in the bid. The prospective contractor shall supply information requested by the County concerning the responsibility of such contractor. If such contractor fails to supply the requested information, the County shall base the determination of responsibility upon any available information or may find the vendor non-responsive if such information is not submitted within the time specified by the Purchasing and Contracts Division Manager. If a bidder or offeror who otherwise would have been awarded a contract is found non-responsive, a written determination of non-responsibility setting forth the basis of the finding shall be prepared by the Purchasing and Contracts Division Manager or designee. The failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility. A copy of the determination shall be sent promptly to the nonresponsive bidder or offeror. The final determination shall be made part of the contract file.

(1) The Purchasing and Contracts Division Manager or designee may determine that the information submitted concerning the responsibility of the bidder is so administratively inadequate as to reject the bid based on a lack of demonstrated bidder responsibility.

(2) After the bid opening, the Purchasing and Contracts Division Manager or designee may request additional information from the bidder concerning his/her responsibility to perform; and the bidder may voluntarily, after bid opening, provide additional or corrective information concerning his/her responsibility as a bidder. The Purchasing and Contracts Division Manager or designee shall consider this and all other information gained prior to the time of award or rejection in making his/her determinations and recommendations concerning bid acceptance and award.

(3) A bid shall be considered responsive only if it conforms to the requirements of the Invitation for Bid concerning pricing, surety, insurance, specifications of the goods or services requested, and any other matter unequivocally stated in the Invitation for Bid as a determinant of responsiveness. A lack of conformity on these matters which is non-substantive in nature may be considered a technicality or irregularity which may be waived by the Purchasing and Contracts Division Manager.

PROPOSAL EVALUATION (RFP).

(1) The County will make award to the proposal that meets the requirements and criteria set forth in the solicitation and whose award will, in the opinion of the County, be in the best interest of the County. Proposals shall be evaluated based on the requirements set forth in the solicitation. Criteria that will affect the price and be considered in evaluation for award shall be objectively measurable, such as financial capability, references, discounts, transportation costs, past performance, total or life cycle



costs and overall responsiveness of the submittal. No criteria should be used in the evaluation that is not set forth in the solicitation.

(2) Factors to be considered in determining whether the standard of responsibility has been met include whether, in the County's determination, a prospective vendor/contractor has:

(a) appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge, and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;

(b) a satisfactory record of performance on similar projects;

(c) a satisfactory record of integrity;

(d) qualified legally to contract with the County; and

(e) supplied all necessary information in connection with the inquiry concerning responsibility including but not limited to any licenses, permits, insurance, price sheets or required organizational papers.

(3) The solicitation for RFPs shall state the relative importance of price and other evaluation factors. The most responsive, responsible offerer whose proposal is determined to be the most advantageous to the County in accordance with the evaluation criteria contained in the RFP should be selected. Evaluation of offerors and/or proposals may be made in a multi-step selection or proposal process as set forth in the RFP or RFI. Discussions may be conducted with responsible offerers who submit proposals determined to be reasonably suitable of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Conducting Best and Final Offers shall be permitted as way of clarification and to make minor changes to the scope.

AWARD.

(1) Award shall be made in accordance to the criteria in the solicitation and it can either be to the lowest responsive and responsible bidder or the overall best value bidder whose proposal meets the requirements and criteria set forth in the solicitation. It shall be effective upon issuance of a purchase order, execution of a contract, or written notice of award by the Purchasing and Contracts Division Manager or designee. In the event only one bid is received, the County may award or negotiate with the sole bidder or rebid.

(2) In the event all bids exceed budgeted funds as certified by the Resource Management Department or the low bidder is willing to negotiate a lower price, the Purchasing and Contracts Division Manager is authorized, when time or economic considerations preclude resolicitation, to negotiate an adjustment of the bid price and/or



bid specifications with the low responsive and responsible bidder in order to bring the bid within the amount of budgeted funds or at a more competitive rate.

3.5510 CHANGES AFTER AWARD. If there is a major change that is outside the scope of the original project or procurement as determined by the Purchasing and Contracts Division Manager, a solicitation must be issued as a new procurement unless an emergency, sole source or proprietary source situation exists. Should an emergency, sole source or proprietary situation exist, procurement must be made pursuant to procedures as outlined in 3.5517 of this Section and Section 220.41 of the Seminole County Code.

3.5511 REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW.

(1) Prior to Bid Opening or Closing Date for Receipt of Proposals: If, prior to bid opening or the closing date for receipt of proposals, the Purchasing and Contracts Division Manager, after consultation with the County Attorney, determines that a solicitation is in violation of Federal, State or County law, the solicitation shall be canceled or revised to comply with applicable law.

(2) Prior to Award: If, after bid opening or the closing date for receipt of proposals, the Purchasing and Contracts Division Manager, after consultation with the County Attorney, determines that a solicitation or a proposed award of a contract is in violation of Federal, State or County law, the solicitation or proposed award shall be canceled.

(3) After Award: If, after an award, the Purchasing and Contracts Division Manager, after consultation with the County Attorney, determines that a solicitation or award of a contract was in violation of Federal, State or County law, action shall be taken as required by the provisions of the law violated, or, if no specific action is required, then:

(a) If the vendor awarded the contract has not acted fraudulently or in bad faith:

(i) The contract may be ratified and affirmed, provided it is determined that so doing is in the best interest of the County; or

(ii) The contract may be terminated and the vendor awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract, plus a reasonable profit based on the portion of the contract services completed prior to the termination.

(b) If the vendor awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interest of the County.

3.5512 REVERSE AUCTIONS. Reverse Auctions are downward price procurement methods in which suppliers lower their prices in real time until the auction closes. Purchasing and Contracts Division staff will post the requirement and vendors will actively bid to provide lower pricing in an effort to receive the award. This method is useful for

requirements that are well defined and commercial in nature that do not require any discussion, evaluations of proposal and would result in a cost saving to the County.

3.5513 SMALL PURCHASES/MISCELLANEOUS CONTRACTS (EXCEPT FOR PROFESSIONAL SERVICES (PS)) Consultant Competitive Negotiation Act (CCNA).

(1) Any purchase for an amount less than the mandatory bid amount may be made in accordance with those procedures promulgated in the County Manager's Policies, provided, however, no purchase may be artificially divided so as to constitute a small purchase under this Section. The mandatory bid amount must be FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). Written quotes must be obtained for purchases between TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) and FORTY-NINE THOUSAND NINE HUNDRED NINETY-NINE AND 99/100 DOLLARS (\$49,999.99). Informal quotes must be obtained for purchases between FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) and TEN THOUSAND AND NO/100 (\$10,000.00.) and a competitive environment should be utilized unless it is exempt from the competitive process under the Seminole County Code or the Seminole County Administrative Code. Department/Offices shall maintain documentation with their requisition on all quotes received or as to why competition was not obtained. All purchase prices must be considered fair and reasonable. Award will be made to the vendor offering the lowest acceptable quotation. The name of the vendor submitting a quotation, and the date and amount of each quotation, will be recorded and maintained as a public record.

(2) Per Section 220.12 (b) of the Seminole County Code, the Purchasing and Contracts Division is authorized to piggyback from GSA Federal, State of Florida, Cooperatives and other local agencies' awarded agreements when such awarded agreements offer significant benefits. This procurement option may provide favorable pricing and reduce the costs associated with preparing specifications and the administration cost of issuing the IFBs/RFPs/RFQs. "Piggyback" is a procedure of procuring goods or services without the formal procurement process by utilizing another public agency's awarded agreement that results from a formal solicitation process. This method is not to be used to circumvent the Board's normal competitive procurement policies and procedures in seeking the best value for our citizens. The piggyback must be in accordance with all the terms and conditions, prices, scopes, and other criteria as stated in the already awarded agreement. Any changes to another agency's awarded agreements, including conditions, scope of services, and other provisions, are prohibited. The Purchasing and Contracts Division will determine if the proposed purchase conforms to the piggybacking of another agency's awarded agreement or if the Board's normal procurement process must be followed.

The following information is required to be part of the review process for all piggybacks:

- (a) A full copy of the piggyback entity's formal competitive solicitation, evaluation, bid/proposal, and awarded agreement. Only competitive full and open solicitations are eligible for piggyback.
- (b) Vendor's pricing at time of award.
- (c) Vendor's confirmation or quote on letterhead that offers the same



prices, under the same terms and conditions as indicated in the awarded agreement (an email will be accepted).

(d) Insurance compliance required (COi). Only procurement of goods and services can be "piggybacked"; sale or trade-ins must be handled separately. "Piggybacks" are not permissible for use on federally funded projects that are administered through the Local Agency Program (LAP), services required under the Consultants Competitive Negotiation Act (Section 189.053, Florida Statutes), or that include special federal grant procurement requirements (Davis Bacon, Buy American, Minority business set aside, etc.).

3.5514 SALES TAX RECOVERY (RESOLUTION NO. 96-R-177). When a construction project is proposed, it will be determined prior to the bid or proposal process, if Sales Tax Recovery Program will be utilized. Nothing herein shall prohibit the County from deleting items within the Invitation for Bid and purchasing said items directly from a supplier, without further bidding, in an effort to benefit from the County's tax exempt status. When the County undertakes the construction of new or renovated facilities, the Sales Tax Recovery Resolution No. 96-R-177 will apply when deemed to be in the best interest to the County. The purchasing provisions for Sales Tax Recovery in County bid documents may be integrated with the purchasing criteria provided by the Florida Department of Revenue, so as to permit Seminole County's awarded general contractor for construction of new or renovated facilities to solicit material bids and to require issuance of Seminole County purchase order that will be authorized by the Seminole County Purchasing and Contracts Division Manager or designee and said purchases shall be exempt from the County's Purchasing Code, preserving the sales tax exemption to the benefit of Seminole County.

3.5515 DIRECT PAY. Certain purchases, due to their very nature, are exempt from the competitive bid requirements. Items listed under Section 220.2(b), Seminole County Code, are exempt and user Department/Office can utilize the direct method and submit directly to the Finance Department.

3.5516 CONTRACT CLAUSES AND THEIR ADMINISTRATION. All County contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing and Contracts Division Manager or designee, after consultation with the County Attorney's Office, may issue clauses providing for adjustments in prices, time of performance, audit, cost principles to be used to determine allowability of cost or other provisions as appropriate for supply, service or construction contracts, addressing, but not limited to, the subjects defined in the Seminole County Administrative Code.

3.5517 SOLE SOURCE/SINGLE SOURCE/PROPRIETARY SOURCE. Contracts that exceed the mandatory bid limit may be awarded without competition by the appropriate level of authority. However, the Purchasing and Contracts Division Manager or designee must determine in writing, after conducting a good faith review of available sources, that there is only one source or a proprietary source for the required supply, service or construction item. The Purchasing and Contracts Division Manager or designee shall conduct negotiations, as appropriate, as to price, delivery, and terms.