60 - PURCHASING

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

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

Issued this 11th day of October, 2016.

Nicole Guillet, County Manager

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POLICY AND PROCEDURE GUIDE TO PURCHASING

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

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

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

Capital Improvement Project: Any public improvement which the County undertakes, including the construction or reconstruction in whole or in part, of any building, road, highway, street improvements, physical plant, structure, or facility necessary in carrying out the functions of County government.

Certificate of Final Completion: A form which indicates that a project has been satisfactorily completed and the Contractor has paid all labor, materials and other charges against the project in accordance with the terms of the Contract.

Certificate of Insurance: A document which is issued by the Contractor/Consultant's Insurance Agent to show proof of insurance according to the County requirements.

Collusion: A secret agreement or cooperation between two or more parties to accomplish a fraudulent, deceitful, or unlawful purpose.

Collusive Bidding: An unethical and illegal practice in which suppliers act in collusion to "fix" their bids in a collectively advantageous manner.

Commodity Code: A system of symbols (alpha, numeric or other) used to describe a commodity, e.g., Class 410 Furniture, Hospital – Specialized, Item 36, Incubators, Infant (410-36); 904 Services, Client, Item 02, Ambulance Service (904-02), to facilitate data sort capabilities of purchased goods/services for the purpose of analysis, and vendor availability.

Consumer Price Index (CPI): The Consumer Price Index is a measure of the average change in prices over time in a fixed market for goods and services. Two CPIs are published: (1) the CPI for All Urban Consumers (CPI-U) which covers about 80% of the total populations, and (2) the CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 32% of the total population. The CPI is based upon prices of food, clothing, shelter, transportation, medical care, and other goods and services that people buy for day-to-day living.

Contract Management: The management of the organization's Contracts and Contract-related activities which may include accounting, administration, auditing, grants management, law, negotiation, logistics, price-structure compensation, delegation of purchasing authority, program management, termination and other business activities.

Cure Notice: A notice, either oral or in writing, that informs the Contractor that they are in default and states what the Contractor has to do to correct the deficiency. If the notice is oral, it shall be confirmed in writing.

Ethics: Pertaining to or relative to moral action, conduct, motive or character; as ethical emotion; professionally right or benefitting; conforming to professional standards of conduct.

Fair Market Value: Lowest purchase price paid by the State for like items or services purchased in a similar quantity within the last six months. If this information is not available, then the lowest of three phone quotes verified by price indices or purchases made by other government entities will be used.

Gratuity: A payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless given without consideration.

Inspection: Examination and testing of goods and services to determine whether the goods and services furnished conform to contract requirements.

Latent Defect: A deficiency or imperfection that impairs worth or utility that cannot be readily detected from visual examination of a product. Examples would be the use of non-specification materials in manufacture, or missing internal parts such as a gasket, gear, or electrical circuit, etc.

Liquidated Damages: A sum stated in a Contract to be paid as ascertained damages for failure to perform in accordance with the Contract. The damage figure stipulated must be a reasonable estimate of the probable loss to the agency, and not calculated simply to impose a penalty on the Contractor.

Notice to Proceed: A written notification from the Purchasing and Contracts Division or Project Manager to the Contractor to establish commencement of the Contractor's responsibilities under the provisions of the Contract.

Pre-bid or Pre-proposal Conference: Meeting held with prospective bidders or offerors prior to submission of bids or proposals, to review, discuss, and clarify technical considerations, specifications, and standards relative to the proposed procurement.

Procurement Administrative Lead Time (PALT): Administrative lead time is that period of time from approval of a requisition by the user to issuance of an award.

Purchasing and Contracts Division (PCD): Describes the centralized procurement operation of the County.

Release Order: An order that looks like a Purchase Order for goods and/or services placed against an established agreement.

Value Analysis: A systematic and objective evaluation of the value of a good or service, focusing on an analysis of function relative to the cost of manufacturing or providing the item or service. Value analysis provides insight into the inherent worth of the final good or service, possibly altering specification and quality requirements that could reduce costs without impairing functional suitability.

C. PURCHASING AND CONTRACTS' MISSION AND VISION STATEMENT.

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

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

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

(1) Developing purchasing objectives, policies, programs and procedures for the purchasing of, and contracting for all materials, supplies, equipment, services, and construction. Responsible for administering the Purchasing and Administrative Code, as approved by the Board of County Commissioners; acting as Seminole County's representative on all matters pertaining to purchasing, contracts and fixed assets.

(2) Preparing solicitations by assembling specifications, quantities and technical requirements in cooperation with User Department/Division, which are subsequently included in Invitations for Bid, Requests for Proposals/Qualifications, and/or Requests for Quotations. Conducting value analysis, negotiation strategies and tracking/monitoring past performance of Contractors.

(3) Consolidating requisitions and purchases of like or common items to obtain the maximum economic benefits and cost savings and explore the possibilities of buying "in bulk" to take full advantage of quantity discounts. Such consolidations may include requirements of a single Department or be Multi-Departmental and cooperative purchases.

(4) Working with User Department/Divisions to establish standardization of materials, supplies and equipment where practicable within a competitive environment.

(5) Promoting good will between Seminole County and its suppliers. Encouraging full and open competition whenever possible. Assuring fair and equitable business dealings with all vendors. Ensure that the Website contains current procurement information. Actively developing new sources of supply.

(6) Helping to ensure that the County buys only from suppliers that are in good standing, who are financially stable, have high ethical standards and have a record of good past performance.

(7) In meetings with sales people, anyone who is not a member of the Purchasing and Contracts Division may not agree to give preference for or purchase any product or service, unless utilizing direct pay or a Purchasing card, or provide any information regarding performance or price which might in any way compromise the County.

(8) Preparing and submitting the annual operations budget for the Purchasing and Contracts Division.

(9) Keeping informed of current and new developments in the field of procurement, including but not limited to prices, market conditions, new products, and other benefits conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations and private businesses and organizations.

(10) Prescribing and maintaining the standard purchasing and contracts procedures for the County.

(11) Maintain an in house Vendor Bidders List by commodity. Said listing shall contain general information regarding the vendor and a list of which commodities each vendor can supply.

(12) Identifying vendors who default and perform poorly on previous Contracts with the County.

(13) Responsible for managing the County's Fixed Assets, which include inventory control. Arrange for the disposal, bid, auction or negotiation for the sale of surplus materials and equipment in accordance with the Auditor General, Chapter 10.40 and Florida Statutes.

(14) Oversee and track all payable Contracts to ensure that Work Orders and change orders are within the Board's Contract approved dollar amount and within the scope of services.

(15) Insure that all purchases are made in compliance with applicable statutes, rules, regulations and policies.

(16) Expedite the delivery of purchases to the User Department/Division when requested.

(17) Handle complaints regarding purchases and to negotiate the return of merchandise and/or other settlement.

(18) Oversee the annual inventory of the County's Fixed Assets.

(19) Explore the markets for new sources, products and materials.

(20) Train User Department/Division personnel in regards to purchasing and Contracts procedures, as needed.

(21) Responsible for the Program administration of the Purchasing Card System. Establish the policies and procedures for the program. Conduct the required training.

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

(1) Guidelines:

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

(b) Specifications should NOT require materials of a better quality than are actually needed. Yet, they should prescribe the methods of inspection and testing which will govern the acceptance or rejection of any ordered materials or equipment.

(c) Well-defined specifications are required if the objectives of economy and efficiency are to be achieved. This helps to insure that maximum value is obtained for the public funds expended.

(2) Preparation of specifications:

(a) The Fleet Services Division is responsible for the preparation of specifications for rolling stock and other equipment serviced by Fleet in accordance with established guidelines.

(b) Professional Architects, Engineers and Consultants prepare specifications for construction projects.

(c) Individual Departments may consult with vendors for technical assistance. This method should be viewed with some reservation because competition can be precluded or quality diminished. Proposals of competing firms must be compared. BEWARE of restricting your specification that only that one vendor can supply the item.

(d) Performance specifications for service related procurement which describe the "outcome" is encouraged and recommended.

(3) The following items should be remembered in writing specifications:

(a) Use specification writing assistance whenever possible. (The Purchasing and Contracts Division can provide assistance as to where such information is available).

(b) Keep specifications clear, concise, and accurate.

(c) Update specifications regularly to reflect changes in technology.

(d) Avoid the use of unfair specifications, which preclude or reduce competition.

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

(1) The solicitation package will identify that Sales Tax Recovery will be used and a copy of the County's Purchase Order terms and conditions will be included in the solicitation package. The Contractor will include the cost of all construction materials and equipment in its Bid Price. The Bid Price will also include all Florida State sales taxes normally applicable to such materials and equipment. If the County elects to make Sales Tax Recovery purchases, the responsibilities of the County and the Contractor shall be governed by this Section. All clerical, administrative, management, supervisory, inspection handling, storage, and other costs necessary for the Contractor to comply with Sales Tax Recovery are included in the Bid Price.

(2) The Contractor shall require major Suppliers to comply with these procedures.

(3) The Contractor shall furnish the County with a Requisition identifying each item of material or equipment to be purchased by the Contractor for the project. This form shall be acceptable to the Project Manager and Engineer of Record. The Requisition shall include:

- The name, address, telephone number and contact person for the supplier.
- Manufacturer or brand, model or specification number of the item.
- Quantity needed as estimated by the Contractor or its Subcontractors and Suppliers.
- The price quoted by the Supplier for the material or equipment in question.
- Any sales tax associated with such quote.
- Shipping, handling and insurance costs.
- Delivery date as established by the Contractor or its Subcontractors and Suppliers.
- Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the County.
- Statement with the submittal control number that materials have been reviewed and approved by Architect or Engineer during the shop drawing submittal process.

(4) Promptly upon receipt of a Requisition, the County shall determine which items to purchase under Sales Tax Recovery. The Contractor will be notified of those items the County does not choose to purchase and becomes responsible for their purchase. The County will award a Purchase Order for the items which the County chooses to purchase. The Purchase Order shall require that the supplier provide shipping and handling insurance. The Purchase Order shall also require the delivery on the dates provided on the Requisition. A copy of each Purchase Order will be sent to the Contractor to verify that items ordered are in accordance with the required terms and delivery dates. The Certificate of Entitlement signed by the Department's Program/Project Manager will be sent to the Vendor by Purchasing and Contracts Division (PCD).

(5) The Contractor shall prepare and the County shall execute deductive Change Orders to reflect purchases made by the County. The amount of the deduction

shall be based on the Purchase Order amount plus sales tax avoided. These Change Orders should be executed before the related Purchase Order will be paid.

(6) Nothing in this Section shall alter or modify the procedures for submission of shop drawings and other submittals by the Contractor.

(7) The Contractor shall be fully responsible for the receipt and acceptance of Sales Tax Recovery items. At a minimum, the Contractor shall verify correct quantities, verify documentation, coordinate and expedite delivery, obtain and verify warranties required by the Contract Documents, inspect and accept each item at the time of delivery, unload, handle and store the item. Sales Tax Recovery purchases by the County in no way relieves the Contractor of compliance with specification requirements, coordination, protection, scheduling or warranty.

(8) As Sales Tax Recovery items are delivered to the job-site, Contractor and County Representative shall visually inspect all shipments, and approve the supplier's shipping documents and invoice. The Contractor shall assure that each delivery document identifies the Purchase Order against which the delivery is made. The Contractor will forward approved invoices to the County's Representative for payment.

(9) The Contractor and County Representative shall inspect Sales Tax Recovery items prior to acceptance. If the Contractor discovers defective or non-conforming items, it shall not utilize such items in the Project, shall promptly notify the County, and shall assist the County in obtaining repair or replacement of the item. The Contractor shall be fully responsible if it fails to perform such inspection or otherwise accepts defective or non-conforming material or equipment. The Contractor shall ensure that materials requisitioned have been reviewed by the Engineer of Record and comply with specifications.

(10) The Contractor warrants Sales Tax Recovery items the same as all other materials and equipment furnished by the Contractor and nothing in this Section shall alter or modify the Contractor's obligations to assist the County relative to warranties.

(11) The Contractor shall purchase and maintain Builder's Risk Insurance sufficient to protect the entire project including Sales Tax Recovery items. Such insurance shall cover the full value of any Sales Tax Recovery items not yet incorporated into the Project starting from the moment of material delivery to the project site.

(12) The Contractor shall be liable for any interruption or delay in connection with Sales Tax Recovery Items.

(13) The Contractor shall provide the County's Representative with a monthly report documenting the amount and nature of Sales Tax Recovery items accepted by the Contractor. The Contractor shall match all material and equipment to purchase orders, invoices, delivery tickets, and inspection and acceptance reports. Upon receipt of appropriate documentation from the Contractor, payments will be made directly by the

County to the appropriate supplier in accordance to the Purchase Order's terms and conditions.

(14) The Contractor shall maintain records of all County Sales Tax Recovery purchase items incorporated into the Work. These records shall be available for inspection by the County upon request.

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

(1) The purchases shall not be exempt from the County's Purchasing Code.

(2) The County shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss of or damage to the full value of any County-Furnished Materials not yet incorporated into the Project starting from the moment of material delivery to the project site. The County shall also be solely responsible for any deductible or any loss not covered by Builder's Risk Insurance.

(3) The County shall be liable for any interruption or delay in connection with defective or late delivery of County Furnished Materials.

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

(1) The following procedures shall govern the purchasing of goods and services for the County in accordance with the existing Purchasing and Contracts Code:

(a) All requests for goods and/or services and all purchases including all payable and revenue generating Contracts will be made through and by the Purchasing and Contracts Division except as otherwise exempted by the Purchasing Code and/or the Administrative Code. In some instances, authority to request prices and/or purchase goods or services may be delegated to others, such as, emergency purchases and purchases of goods and services not to exceed $999.99 per item per the P-Card program.

(b) Like purchases shall be combined for bidding to take advantage of quantity discount pricing. Monitoring and auditing the utilization of Blanket Purchase Orders and Purchasing Card system will be conducted.

(c) No Contract, purchase, or group of requisitions shall be divided to avoid the procurement process. Splitting procurements, which entails making purchases via various procurement methods to avoid certain thresholds of the procurement code from the same Division from the same vendor or multiple vendors for goods or services of similar nature over a period of one year is not allowed. Total annual anticipated usage for supplies and services that exceed $10,000.00 per year should be competitively bid in

accordance to Section 3.5513 of the Administrative Code and a Term Contract should be issued, when applicable.

(d) It is prohibited for a County employee to order the purchase of any materials, supplies, equipment, and Contractual services, or approve any Contract other than through the Purchasing and Contracts Division without prior authorization or as specifically delegated herein. Any purchase order or Contract made contrary to the provisions hereof shall be processed as an unauthorized purchase and processed using the procedures stated in Section 220.16 of the Seminole County Code.

(e) Only in cases of emergency or specified exemptions, shall an exception to the above policy be made with the understanding that the person who is authorized to obtain the emergency purchase will personally assume the responsibility of immediately following up the verbal order given by him/her or his/her authorized representative, with proper justification in written form and the proper requisition. In cases of emergency, the requestor shall, when possible, contact the Purchasing and Contracts Division prior to placement of the order with the vendor. All emergencies must meet the criteria stated in Section 220.41 of the Seminole County Code.

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

One to Two working days for items under $5,000, one to three verbal quotes should be obtained either by the Department/Division or by the Purchasing and Contracts Division.

Two to Five working days for items between $5,000 - $10,000, three verbal quotes should be obtained by the Purchasing and Contracts Division, and/or the Department/Division with concurrence of the Purchasing and Contracts Division.

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

Five to Seven weeks for items between $50,000.00 and $100,000.00; a formal RFP, PS, or bid is needed and no Board action is required.

Eight to Twelve weeks for items over $100,000.00; a formal RFP, PS, or bid is needed and Board action is required.
Note: Pursuant to Section 3.554(8), Seminole County Administrative Code, Construction Contracts under $200,000.00 do not require Board action.

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

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

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

Note: Departments are required to obtain proper funding for their requirement prior to the requisitioning process. Additional time will be needed if proper authorization has not been obtained, if requisition is incomplete, if specifications are inadequate or a pre-submittal meeting is needed. Less time will be needed if Department/Division obtains the quotes, when allowed. Verbal or written quotes must be noted on the requisition. State the vendor's name and the price(s) quoted. If competitive quotes are not submitted, then justification of a time or quality constraint must be documented with the requisition, otherwise Purchasing and Contracts Division will obtain quotes.

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

(1) Specifications:

(a) User Department/Division shall develop product specifications to incorporate a requirement for the use of post-consumer recycled materials, reusable products, and products designed to be recycled to the maximum extent practicable, subject to an alternative showing that the performance of the product will be jeopardized or that the product will negatively affect either health, safety or operational efficiency. The Purchasing and Contracts Division should utilize such specifications in issuing Requests for Quote, Invitation for Bids and Requests for Proposal.

(b) The Purchasing and Contracts Manager shall have authority to review product and services specifications to determine whether they require or exclude the use of post-consumer recycled products, reusable products, or products designed to be recycled.

(c) In the event the Purchasing and Contracts Division receives a requisition and the Procurement Analyst determines that a recycled product is available, the Analyst shall contact the User Department/Division and inform them of the availability of the recycled product. The User Department/Division shall determine whether to change the specifications to allow for the purchase of said recycled product.

(d) Remanufactured equipment shall not be considered recycled products.

(e) Any vendor who can demonstrate that a particular product or material with post-consumer recycled content may be beneficially used instead of another product may request the County to evaluate such product or material. If such product or material is found to be beneficial, the County may incorporate the specifications of such product or material into its approved specifications for future Invitation for Bids or Requests for Proposal.

(2) Paper and Copiers:

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

The Purchasing and Contracts Manager may, when approved by the User Department/Division head, authorize up to a 10% price preference when purchasing a product that includes recycled content.

K. STANDARD FORMS. The standard forms may be found on the Purchasing and Contracts Division's intranet web site. As forms are updated, new versions will be posted. Therefore, always check the web site to ensure that the current form is used.

L. SMALL PURCHASE AND PURCHASE ORDER FORMALIZATION.

(1) Requisition: The Requisition is initiated by the User Department/Division to inform the Purchasing and Contracts Division of the requirement and to define the goods and/or services requested. The County's Financial system will check the budget and verify that there are sufficient funds available in the account number(s) specified. A requisition is required to start the procurement process for all purchase orders. The requisition consists of completed required data fields and all attachments needed for the type of requisition.

(a) Requisitions are initiated in the County's Financial System. Only authorized persons are allowed to initiate requisitions. An Add/Change J.D. Edwards User Form must be completed and submitted to the Clerk of Court for access approval. Should personnel responsibilities change, a revised form must be submitted by the requesting Department/Division.

(b) Requisitions should be prepared far enough in advance to avoid creating an emergency and to allow competitive pricing. Prices must be found fair and reasonable. This is normally done through competition; but where competition is unavailable, previous buys, catalog prices, cost analysis or other means should be used.

(c) Information required for the initiation of projects is summarized, but not limited to the following:

(i) Project Name
(ii) Scope of Services
(iii) Schedule for the Project
(iv) Evaluation Committee members and Criteria for the evaluation of the proposals

(v) Preliminary Project costs or use
(iv) Financial Information
(vii) Approval authority
(viii) Information regarding permits, etc.
(ix) Minimum requirements
(x) Liquidated damages for construction projects
(xi) Any specific requirements applicable to the project
(xii) Engineer of record for construction projects
(xiii) Construction, engineering and inspection firm for construction projects.

(d) All capital items in the approved budget should be requisitioned early in the Fiscal Year, with a specified delivery date required and any special instructions.

(2) Additional Approvals: The following request for purchases and services must receive additional approvals prior to an approved requisition:

(a) Fleet Services must approve vehicles, motorized equipment, roadway equipment, and other related purchases. Allow sufficient time for the approval process.

(b) Information Technology Services (ITS) must approve all computer equipment (except CAD [Computer Aided Dispatch] and the items listed in the pre-approved list) for Telecommunications, peripherals, and software. All scopes of services with significant IT requirements must be approved by ITS. Allow sufficient time for the approval process.

(c) Cellular Telephones must be approved pursuant to County Manager Policy for cell phones.

(d) The Telecommunications Division must approve radios, CAD, and communication equipment. Allow sufficient time for the approval process.

(e) The County Manager's Office shall review and approve printed material involving the County logo and marketing material.

(f) The County Attorney's Office must review, prepare and/or approve maintenance agreements, licensing agreements, Term Contracts or any other Contractual documents. Allow sufficient time for the preparation/approval process. This action will be originated by the Purchasing and Contracts Division professionals.

(g) All requests for the temporary hiring of employees must be approved by the Human Resources Division.

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

The Purchasing and Contracts personnel will contact the requisitioner, if the requisition is incomplete; if any changes are made to the requisitions; or if the requisition cannot be processed.

The Purchasing and Contracts personnel will ensure that appropriate quotes, bids, or proposals are received and that the project is awarded by the appropriate level of authority. Upon award, a purchase order or Contract will be issued in accordance with the Purchasing Policy.

(4) Purchase Orders: Purchase Orders shall be written so that they are clear, concise, and complete. Computer generated purchase orders are issued upon receipt of a properly authorized requisition, and after receipt of competitive quotes or bids, determination of fund availability, and award by the appropriate level of authority. The automated procurement system numbers Purchase Orders consecutively.

The User Department/Division will not enter into negotiations with any supplier for the purchase of goods or services, unless negotiations are per the Purchasing Policy. The Purchasing and Contracts Division shall transmit all purchase orders to the supplier except when release orders are authorized by the Division.

(5) Vendor Acknowledgment Forms: Some vendors send their own forms acknowledging a purchase order. These forms need to be sent back to the supplier without signature. Our signature on their form indicates we have accepted the supplier's terms and conditions, thereby making a new Contract that supersedes the conditions of our purchase order. Contact the Purchasing and Contracts Manager directly should the vendor refuse to ship without such a written agreement. If the vendor refuses to deliver products or services without a signed acknowledgement form, the Purchasing and Contracts Manager or designee will address the issue with the County Attorney's Office and the vendor.

(6) Receipt of Goods and Materials: The receiving Department/Division is responsible for inspecting and accepting or rejecting the goods and/or services.

(a) The receiving Department/Division is responsible for inspecting incoming shipments for compliance with the purchase order or Contract. The Department shall sign, date and forward the appropriate documents to the Finance Department/Division.

(b) Incoming shipments of goods and materials should be immediately checked for damage, shortages, overages, and unauthorized substitutions. Delays in checking shipments and forwarding the documents may result in loss of cash discounts, late payment of invoices and payment of interest.

(c) Interstate Commerce Commission regulations only require tailgate delivery unless an extra charge is paid for off-loading and setting in place or pricing includes "inside delivery". Most items purchased through the bid process include the extra

charge. Contact the Procurement Analyst in the event of a dispute or an inaccurate charge.

(d) All deliveries should be FOB destination, freight prepaid; therefore Freight Collect deliveries should not occur. If a carrier has a COLLECT delivery, contact the Purchasing and Contracts Division immediately.

(e) Upon receipt of a shipment or delivery, the following steps shall be taken:

(i) First check for external damage to the packaging. If damage is visible, note this on the delivery receipt and have the driver clearly note the damage on your copy. Take pictures of the damage if a camera is available. If it appears the contents are damaged, insist on opening the carton and making a joint inspection of the contents. Note any damaged contents on the delivery receipt and on your copy. Be sure to retain your copy. Do not allow the carrier to retain the damaged item.

(ii) Next, verify the number of cartons delivered. Note any shortage on the carrier's delivery receipt, have the driver note, and sign the shortage on your copy.

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

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

(iii) As soon as practical, open all cartons and examine the contents carefully. Note any damage on all documents and follow the procedures below for "Concealed Freight Damages".

(iv) Check the contents of each carton against the packing list and the purchase order. Do not issue items for use prior to checking the entire shipment.

(v) If a shortage or damage is discovered, or an incorrect item is received, contact the appropriate Procurement Analyst immediately. Do not sign the "Receiving" documents until the problem is solved.

(vi) If a partial order is received and the packing list or invoice does not indicate balance of order status, notify the appropriate Procurement Analyst. Each partial shipment requires a receiving report. Make copies of the blank report for use as the remaining shipments arrive.

(vii) When the order is complete, fill out the "Receiving" documents and forward to the Finance Department. The Department/Division notifies the Finance Department that the ordered items have been received, inspected and are satisfactory.

(f) Concealed Freight damage: The following procedures will substantiate claims for hidden damage discovered after the driver has left. All personnel who receive deliveries should adhere to these procedures.

(i) Call the carrier immediately to report the hidden damage and request inspection. Failure to report concealed damage within 10 days of delivery may result in the carrier denying your claim.

(ii) Confirm the call in writing. This establishes notification within the 10-day period. Forward a copy of your letter to the Procurement Analyst.

(iii) Retain the damaged merchandise. The carrier must give permission to use or dispose of damaged items. Also, hold the containers and all inner packing materials until the carrier's inspection.

(iv) Your delivery receipt and freight bill are needed as supporting documents when filing a claim.

(v) Carefully read the carriers inspection report before signing it. Do not sign unless you agree with all the facts and conclusions. If the item cannot be repaired, the inspector must request replacement on the inspection report.

(vi) Forward copies of the inspection report, freight bill and delivery receipt to your Procurement Analyst. Based on the FOB point, the Procurement Analyst will file the claim with the vendor or the carrier. The Analyst will also determine the disposition of the damaged goods.

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

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

(g) Special Receiving Requirements:

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

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

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

(7) Invoices: Departments/Divisions process invoices by comparing the PO, Contract, Receiving Documents and Invoice to ensure accuracy. When a PO does not have prices (Blanket), the Department must verify prices to be fair and reasonable prior to submitting the invoice to Finance. If the PO refers to a piggyback or a Term Contract, the prices on the invoice must be verified against the Contract prior to submitting the invoice to Finance for payment. The following procedures will assist in prompt payment of Seminole County invoices and comply with the "Florida Prompt Payment Act" (Florida Statutes 218.70-218.80):

(a) The vendor should mail original invoices and one (1) copy directly to County Finance, and two (2) copies to the User Department/Division. Invoices shall be date stamped when received by the County. If original invoices are received by a Department/Division, they must be immediately forwarded to County Finance.

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

(c) The User Department/Division shall assure the following documentation is completed prior to payment of the final invoice for a Construction Contract:

(i) Contractor's Waiver of Lien – Final and Complete
(ii) Consent of Surety to Final Payment
(iii) Certificate of Architect/Engineer
(iv) Certificate of Substantial Completion
(v) Certificate of Final Completion
(vi) Contractor's Release
(vii) Certificate of Final Inspection

(viii) Material and Workmanship Bond (if required in the solicitation)
(ix) Subcontractor's Waiver and Release of Lien upon Final Payment

(d) After proper completion of the project and all required documents, the Purchasing and Contracts Division shall provide copies of pertinent documents to the Finance Department.

(e) County Finance shall pay proper invoices within the time frames required by the Florida Prompt Payment Act.

(f) A proper invoice shall be defined at minimum to contain:

(i) Date
(ii) Description and quantity of items purchased or services rendered
(iii) Purchase price or cost of service
(iv) Name and address of vendor
(v) Purchase order or Contract number
(vi) Direct payment invoices must contain the ordering Department/Division name.
(vii) If the final invoice is received on non-construction projects and in encumbrance remains, the invoice shall state final invoice and Finance will release the remaining encumbrance.

(8) Blanket Purchase Orders (BPOs):

(a) BPOs are used for purchasing indeterminable miscellaneous goods or services over a specific period of time (usually one fiscal year). BPO requisitions will be questioned if they are for items that could be charged against a County Purchase Card or could be purchased via a competitive procurement method. Since BPOs are the least preferred method of procurement, the requesting Department/Division shall be required to provide written justification for issuing a BPO. Please review your BPO requirements prior to submitting requisitions to determine if the Purchase Card can be used instead of a BPO. These purchases must be in compliance with the Administrative Code, Section 3.5513.

(b) A BPO is initiated by a requisition to a specific vendor, and then a purchase order is issued. The requisition must indicate the required dollar limit, prices, terms, and conditions. BPO's are numbered as regular purchase orders and contain the same information. The requisition should also state the following:

(i) The period of time the BPO will remain valid (usually through the end of the Fiscal Year.

(ii) The not-to-exceed (NTE) dollar amount. The NTE amount is immediately encumbered. The NTE is limited to $10,000.00 per year unless it is an approved sole source, has been approved for standardization, or as otherwise approved by the Purchasing and Contracts Manager or designee.

The cost of a single item is limited to $1,000.00 unless a higher amount is approved by the Purchasing and Contracts Manager or designee.

(c) The User Department/Division may purchase needed items against the blanket order number for the term of the BPO, or until reaching the BPO's NTE dollar amount. Since these BPOs are non-competitive procurements, the User Department/Division must verify fair and reasonable prices.

(d) The User Department/Division is responsible for receipt of orders placed. Partial payments are made as orders are delivered until the NTE amount for that BPO is reached. To liquidate the BPO, indicate on the Invoice, "Purchases are Complete" and forward directly to the Finance Department.

(e) The User Department/Division is responsible for tracking the declining balance of the NTE amount. **If the Department/Division exceeds the NTE amount, the overage will be treated as an unauthorized commitment of funds.**

(9) Release Orders: Release Orders are encumbered Purchase Orders placed against an active Contract. All invoices that are processed under Release Orders must match the prices, terms and conditions of the referenced Contract.

(10) Emergency Purchases:

(a) An emergency occurs only when certain specific conditions exist. The Seminole County Code, Sec. 220.41, defines these conditions. **(Failure to anticipate normal needs or project deadline dates, or a desire to expend excess or remaining budgeted funds prior to year-end, do not constitute an emergency).**

(b) Department Directors are to ensure the emergency purchases are done in accordance with the Seminole County Code Sec. 220.41. Department/Division's shall not use the emergency purchase procedure to abuse or otherwise purposely circumvent established purchasing procedures.

(c) Purchasing staff is authorized to approve emergency purchases up to expressly delegated monetary amounts. The County Manager, or designee or the Purchasing and Contracts Manager (with the concurrence of the Chairman of the County Commissioners) must approve emergency purchases exceeding $100,000.

(d) The ordering Department/Division shall contact the Purchasing and Contracts Division to explain the nature of the emergency. The ordering

Department/Division is responsible for providing adequate documentation (including a written determination of the basis for the emergency) and for the selection of the particular Contractor.

(e) Upon receipt of the Emergency Purchase Data Sheet form and any other pertinent documentation, a purchase order will be issued based on a requisition generated in the automated financial system. Competition requirements are not waived unless there is a time or quality constraint.

(f) If the emergency is outside normal business hours, Department Directors are authorized to secure the necessary materials or services in accordance with Section 220.41 of the Seminole County Code.

(i) On the next workday following the date of purchase, a requisition shall be generated in the automated purchasing system and the Emergency Purchase Data Sheet shall be submitted to the Purchasing and Contracts Division.

(ii) The Department/Division shall practice due diligence in obtaining quotes.

(iii) The Department/Division will make the emergency purchase at the best possible price.

(g) When an emergency purchase is made and there are insufficient funds in the appropriate account(s), the emergency purchase must be followed up, in a timely manner, with a budget transfer by the User Department/Division.

(11) Sole/Proprietary/Single Source:

(a) The following criteria must be met in order to satisfy the sole/proprietary/single source requirement (Sec. 3.5517, Administrative Code).

(i) Is the commodity or service necessary to accomplish the County's task or mission?

(ii) Is the commodity or service, or some necessary features, unique to this source?

(iii) Is the commodity or service the only item that will produce the desired results or possess a unique performance capability?

(iv) Is the commodity or service available from only one source of supply?

(v) The commodity or service may be available from more than one vendor but, due to extreme circumstances, is only one vendor suited to provide the goods or services?

(b) Sole/Proprietary/Single Source purchases are exempt from competitive requirements. The steps to follow for sole/proprietary/single source purchases are as follows:

(i) The User Department/Division and the Procurement Analyst shall attempt to locate competition and check for piggyback Contracts. If no other sources are found, the User Department/Division shall submit to the Purchasing and Contracts Division a completed Sole/Proprietary/Single Source Form, indicating the requisition number.

(ii) A Sole/Proprietary/Single Source Form shall be used to justify and document the requirement. The Form shall state why only one source can produce the desired results (or fulfill the specific need) and must be signed by the Department Director. This form is required as part of the purchase request.

(iii) The Purchasing and Contracts Manager or designee shall review and approve or disapprove, in writing; sole/proprietary/single source designation.

(iv) The User Department/Division shall be notified by Purchasing of denied requests and the purchase shall be made in accordance with standard procedures.

(v) When the Purchasing and Contracts Manager or designee approves a Sole/Proprietary/Single Source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.

(vi) The Purchasing and Contracts Division shall keep a log of sole/proprietary/single source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.

(vii) For those instances that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.). the request must be combined to capture the project as a whole and the proper approval must be obtained.

(12) Sources Exempt from Competition: Purchases up to $50,000.00 may be made from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) (FS

946.515) and RESPECT of Florida, Inc. (FS 287 and 413.036) without competitive bidding.

(13) Term Contracts: A Term Contract is a formal Contract executed as a result of either an RFP or an IFB. Term Contracts are used to meet a recognized continuing County requirement. They are issued for a base period with annual options that may be exercised at the discretion of the County. The base period may extend up to 5 years and the total Contract period may not exceed ten years. Release Orders are issued against the Term Contract and they must be encumbered. Release Orders should include a brief description of the goods and services (scope) along with an estimated cost to be encumbered using the agreement's terms and conditions. Each item on the Term Contract has a firm price or the Contract may allow for a firm discount off established price lists. Any changes to the items (part numbers, labor categories or pricing), must be captured by an amendment to the agreement. If a release order is issued for items or pricing that are not contained in a Term Contract, that release order will be processed via an unauthorized purchase (Section 220.16).Term Contracts are awarded for the use by a specific department or by the entire County and should be used when purchasing a commodity and/or service. The process for a Term Contract is as follows:

(a) The User Department/Division shall notify the Purchasing and Contracts Division of the requirement for a Term Contract. The request must include an appropriate Statement of Work (i.e.; estimated quantities, item descriptions, specifications, etc.). The Purchasing and Contracts Division may initiate Term Contracts for Countywide use as deemed appropriate by the Purchasing and Contracts Manager.

(b) More than one Contractor may be awarded a Term Contract depending on the need for the goods or services. The solicitation and/or Contract documents must indicate how work will be distributed among the approved Contractors.

(c) Release Orders are requisitions placed against an existing Term Contract. When requisitions are processed by requiring Department/Division, they will ensure compliance with all terms and conditions of the Agreement. On Term Contracts with multiple contractors a statement of work will be provided to each Contractor with a complete description of the requirements enabling them to prepare a quote. The release/purchase order will be awarded to the Contractor with the lowest price that meets the requirements.

(d) Items can be added to an existing Term Contract by amendment when the Purchasing and Contracts Manager or designee determines it is in the County's best interest. Items must be added at a fair and reasonable price and the amendment must be properly executed.

(e) Term Contract renewal options:

(i) Term Contracts may be renewed provided:

- There is a continuing requirement and funding is available.

- The Contractor's performance has been satisfactory.
- The prices remain fair and reasonable.
- The option to renew is available in the Contract.

(ii) The User Department/Division(s) and the Contractor will be asked if they wish to renew the Contract for an additional term if a renewal period is available.

M. CONTRACT FORMALIZATION.

(1) Solicitation Information: Upon receipt of a requirement from the User Department/Division, the Purchasing or Contracts Administrator along with the requesting Department/Division will review the requirement to determine the procurement method. When there is an on-going need for goods and/or services which may extend over multiple periods or years, the total cumulative amount to be paid over the duration of the Contract term shall be used to determine the formal procurement method. (Section 3.5513, Administrative Code).

The following bidding process shall apply to all solicitations including leases, construction, non-professional services, general consulting, professional services (non-CCNA) etc.:

(a) The Purchasing and Contracts Division will review requests received from User Department/Division, in order to determine the following:

(i) That the User Department submitted the proper documents to authorize the Purchasing and Contracts Division to proceed with advertisement of the project.

(ii) That applicable form(s) are complete and all criteria are fair and reasonable.

(iii) There is an equitable basis for award.

(iv) Consensus is obtained for any deviations proposed to the County's standard draft documents and review for acceptability.

(v) That the proper approvals for various aspects of the procurement have been received (i.e., Risk Management, vendor licenses, permits, fees, etc.).

(vi) That technical specifications comply with rules, regulations, codes, procedures, and applicable laws.

(vii) That technical specifications are applicable for fair and reasonable competition among Suppliers/Consultants.

(viii) That the bid or price schedule reflects the goods or services required in the scope of work (each line item is described in the scope and all work is priced). Ensure that the bid or price schedule is structured to facilitate cost or price analysis.

(ix) That documentation is included to enable PCD to develop a biddable package without ambiguities, with clear, understandable requirements. Determine the Contract type that is appropriate for the requirement and the bid or price schedule's units of issue are consistent with current industry usage

(x) That any requirements in the technical specifications requiring sole/proprietary source or limitation of competition are accompanied by documentation on the Sole/Proprietary/Single Source form (required for the Purchasing and Contracts Manager's analysis and approval) justifying the sole/proprietary/single source. The sole/proprietary/single source determination must comply with the Administrative Code, Section 3.5517.

(xi) That the User Department/Division arranges an asbestos survey, in accordance with the Asbestos National Emission Standards for Hazardous Air Pollutants, EPA 40 CFR Part 61, when demolition services are requested.

(b) The User Department/Division must provide the names of the people who will be on the evaluation/qualification committee. The use of the Evaluation Nomination form on the Intranet should be used.

(c) The User Department/Division, with the assistance of the Purchasing and Contracts Division, must provide the evaluation criteria and relative weights.

(d) The Purchasing and Contracts Division and the Project Manager will set the procurement schedule for the various milestones (i.e., advertisement, pre-proposal conference, site visits, evaluation/presentation dates, negotiation, BCC award, etc.).

(e) The preparation of specifications is the responsibility of the User Department/Division with review by the Purchasing and Contracts Division. The Purchasing and Contracts Division reserves the right to request modifications to the specifications to allow for open competition. Specifications shall permit competition except on non-competitive materials or services. Specifications should define the level of performance required rather than a specific brand name.

(f) The User Department/Division must provide information when Federal or State pass-through grant funds are used for construction projects (i.e.

transportation, housing, air and water pollution reduction, health, or alteration/repair or public buildings) which must contain a clause in the solicitation setting forth the minimum wages to be paid to laborers and mechanics employed under the Contract. The Davis-Bacon Act requires Contractors or their Subcontractors to pay workers no less than the locally prevailing wages and fringe benefits paid on projects similar in nature. The Project Managers are responsible for monitoring Contracts to ensure compliance. Payroll records from the Contractor(s) and/or Subcontractor(s) must be collected, reviewed, and submitted to the grantor with the quarterly financial reports. A review of the grant agreement will confirm if the Davis-Bacon Act applies. The County will comply with the Florida Department of Transportation (FDOT) Local Agency Program (LAP) Checklist for Federally Funded Professional Services contracts, Federal and State Requirements and any changes thereafter, for the procurement of professional services under the Consultants Competitive Negotiations Act (F.S. 287.055). The County further resolves to comply with all FDOT guidelines and requirements for the procurement of FDOT-funded projects.

(2) Advertisements (Public Notices): Advertisements shall be in accordance with the Administrative Code, Section 3.555. All incumbent Contractors/Consultants will be notified directly of the follow-on solicitation by being provided a courtesy copy of the advertisement; provided the Contractor/Consultant is in good standing with the County. The Purchasing and Contracts Division will notify vendors registered with Seminole County Government using the on-line vendor notification process and will utilize publications and catalogues, suggested sources from the requisitioner, previous suppliers, previous bidders, etc., to obtain maximum competition.

(3) Distribution and Posting of Procurement Documents: The User Department/Division is responsible for providing electronic Adobe pdf files of the drawings for construction projects and for providing electronic (pdf or word) files of all specifications to the Purchasing and Contracts Division.

The Purchasing and Contracts Office will post all solicitations to the County's web site and will mail a CD or hard copies only when requested in writing.

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

A Pre-Proposal/Pre-Bid Conference shall be held whenever deemed appropriate by the Purchasing and Contracts Personnel in coordination with the Project Manager. In attendance shall be the Procurement/Contracts Analyst of record (who chairs the meeting), a representative of the User Department/Division (who shall be prepared to answer technical questions, usually the Project Manager), staff with special expertise (i.e.; Fleet Services when purchasing equipment, Information Services when purchasing

computer equipment), and any other County staff members as deemed appropriate by the Purchasing and Contracts Manager or Project Manager.

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

(6) Bid Opening/RFP Closing Procedures:

(a) Bid Openings: A bid tabulation form will be posted on the Purchasing and Contracts Division's website within 48 hours from the bid opening. Vendors filing protest of award must do so within five business days after the posting of the recommended award and in accordance with the Administrative Code, Section 3.5539.

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

The tabulation sheet must indicate the name of the Company, address, telephone number, fax number and the person that signed the submittal.

A sign-in sheet must be prepared and routed at the Bid opening. The name of the Bidder and the dollar amount of the Bid must be read. If the bid consists of multiple line items, only the total bid cost must be read. The Bid Security must be verified and read aloud.

(b) RFP Closings: Proposals shall be closed in public at the time and place indicated in the RFP and advertisement. Only the proposer's names will be publicly announced. A tabulation form will be posted on the Purchasing and Contracts Division's Website within 48 hours from the opening. The tabulation will include the criteria's evaluation weight factors. All non-exempt submittals received shall be available for public inspection in the Commission Records Office in accordance with the Public Records Law, within thirty (30) days after the opening or immediately after the recommendation of award, whichever comes first. Upon completion of the evaluation process and receipt of the recommendation from the Evaluation Committee, the recommended Contractor(s)/Consultant(s) will be posted on the tabulation form contained on the Purchasing and Contracts Division's website. The date of the posting must appear on this tabulation. Vendors filing protest of award must do so within five business days after the posting of the recommended award and in accordance with the Administrative Code, Section 3.5539.

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

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

(7) Bid/Proposal Verification: The bids and proposals must be reviewed carefully to ensure compliance with the minimum requirements established in the bid documents. Samples of such compliance may be, but not limited to:

(a) Pre-qualification with the Florida Department of Transportation (can be verified via the internet);

(b) Contractor's license;

(c) Minimum years of experience or in business;

(d) Acknowledge of addenda especially if mandatory to the project. The tabulation sheet must include the information if a submittal did not acknowledge or if only partial acknowledge the addenda. If the addenda indicates **SHALL** and the submitter fails to acknowledge the addenda, the submittal will be disqualified and the tabulation sheet must indicate the reason for the disqualification. If the addenda indicate **MAY** and the submittal fails to acknowledge the addenda, the tabulation sheet must indicate the information.

(e) Only mathematical errors for line item pricing made in the price extension will be corrected. The unit price will prevail and the extension price will be corrected accordingly. If unit price is omitted, then extension price will prevail.

(8) Tie Bids/Proposals: In the event two or more vendors submit the exact dollar amount as their quote/bid offer, or should two or more firms be deemed equal during an RFP selection process, and unless the request for quote, Invitation for Bids or Request for Proposal stipulates criteria for determination of award for tie bids, the following criteria, in order of importance, shall be used to break said tie:

(a) Delivery time

(b) Prompt payment discounts

(c) Location of vendors' place of business (award to vendor whose place of business is within Seminole County)

(d) Minority firm

(9) Request for Proposals (RFPs): Although competitive sealed bidding (Invitation for Bids) is the preferred method of acquiring commercial off-the-shelf equipment, supplies or services in excess of the mandatory bid limit, another method should be used for those circumstances when the selection of a firm should not be based on price alone. Many times Purchasing must take into consideration the potential need for presentations, discussions or negotiations and use evaluation factors in addition to price to determine what is in the best interest of the County (Sec. 3.558, Administrative Code).

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

The Purchasing and Contracts Division in conjunction with User Department/Division shall develop the RFP, which will include the following:

(a) Statement of general purpose and description of the project (goods or services), including delivery schedule.

(b) Introduction including background information related to the project.

(c) Scope of work: A work statement or performance specifications.

(d) Vendor qualification requirements, i.e.; years of experience in performing services, audited financial statement with required net worth (generally, at least as much as the total projected cost of the Contract), required certifications, licenses, or pre-qualifications.

(e) Request for required information or documents to be submitted as part of their response, i.e.; resumes, required forms (whether included or not included in the RFP), format in which the proposal is to be submitted and any other elements specific to the Contract.

(f) Evaluation criteria: The proposals will be evaluated based upon the criteria and weighting factors (Qualitative, Quantitative), i.e.; price, qualifications, technical soundness of the proposal, understanding the County's needs, financial resources, and previous Contracting experience with the County. Price must always be an evaluation criteria. Only factors or criteria indicated in the solicitation shall be used in the initial evaluation.

(g) Bonding requirements, if any.

(h) Duration of performance period, if known.

(i) General terms, conditions and specifications.

(j) RFP closing date and time and pre-proposal meeting (if applicable) date and time and the locations. The review and reconciliation process will require the User Department/Division to submit revised documents, to the Purchasing and Contracts Division approving the changes and authorizing staff to proceed with the advertisement of the solicitation.

Notices will be sent to all vendors who are registered with the County under the appropriate commodity code. The User Department/Division should notify the Purchasing and Contracts Division of any prospective vendors to be included in the proposer list or any special publication that could be used to advertise the project. All incumbent Contractors will be notified of the follow-on procurement providing that the Contractor is in good standing with the County.

Proposals shall be closed in public at the time and place indicated in the RFP and advertisement. Copy(s) of the submittals deemed responsive/responsible by PCD will be sent to the evaluation committee with copies of the tabulation form, and the Conflict of Interest statements. If the award criteria for the RFP is low price technically acceptable and the low bidder is determined to be non-responsive or not responsible, a written determination is required and must be approved by the Purchasing and Contracts Manager. The RFP process allows for more flexibility than an IFB process. Negotiations and discussions can be conducted with all proposers along with minor changes of the scope. To finalize these negotiations and clarifications a Best and Final Offer (BAFO) request may be issued to all offerors remaining in the competitive range.

N. BONDS, BID SECURITY AND INSURANCE.

(1) Bid Security: When the Purchasing and Contracts Manager or designee deems necessary, and as promulgated by the Purchasing Code, bid security shall be required by the Invitation for Bids/Request for Proposals and for construction Contracts. If required, all bids shall be accompanied by either a bid bond executed by a surety company meeting the qualifications as specified in the bid documents or money order, certified check, "cashier" check of any national or state bank (United States) payable to the Seminole County Board of County Commissioners and conditioned upon the successful bidder executing the Contract and providing the required performance and payment bond and evidence of required insurance within a reasonable amount of time after notification of award of the Contract. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID SECURITY. Security of the successful bidder shall be forfeited to the Board of County Commissioners for the cost and expense incurred should said bidder fail to execute the Contract, provide the required bonds and certificate(s) of insurance, and/or fail to comply with any other requirements set forth in the bid documents. Bid securities of the unsuccessful bidders will be returned after award of the Contract.

(2) Bonds: Bonds are assurance that the vendor will perform accordingly, as specified in the bid or Contract. Bonds shall conform to the minimum standards as set forth in Florida Statutes Chapter 255, Section 255.05(1)(a).

(a) A Performance Bond is a Contract of guarantee, executed subsequent to award by a successful bidder/proposer, to protect the County from loss due to the bidder's inability to complete the Contract as agreed.

(b) Payment Bond assures the payment of sub-Contractors and materials suppliers.

(c) A Maintenance Bond assures that the Contractor will perform those services required by the Contract regarding warranty and guarantee of the project and is authorized by the Project Manager.

(d) Both Payment and Performance Bonds must be in the amount of at least one hundred twenty percent (120%) of the Contract price.

(e) Occasionally, and always in the case of construction Contracts exceeding $200,000.00 Payment, Performance and Maintenance Bonds should be required.

(f) Bonds may be desirable if the vendor is unknown; has no prior experience with County or their financial statement indicates the Contractor does not have adequate financial resources. The types and amount of Bond(s) above the Florida Statutes requirements may be determined by the Purchasing and Contracts Manager or designee.

(3) Insurance: In construction and other Contracts, insurance protecting the County against liability, property damage and Contractual risks is essential. While it is acknowledged that such requirements do add to the initial costs of any project, the reduction of risks involved (injury, fire, theft, vandalism, loss of life) far outweighs those costs. Worker's compensation, property damage, liability, and automotive property damage & liability are required. Additional coverage may be required, depending upon the nature of the project.

The County must determine, prior to issuance of the Invitation for Bids or Request for Proposal, which projects or materials (communications equipment, for instance) should have the extra protection of bonds and insurance (and amount and type thereof). The Purchasing and Contracts Division will assist the Risk Manager and the User Department/Division in determination of when such requirements are needed.

O. PROPOSAL EVALUATION, COMMITTEES RESPONSIBILITIES.

(1) Evaluation of Proposals and Recommendation for Award: In general, the Qualification Committee, qualify submittals to identify firms that are qualified, and forwards their findings without ranking to the Board for selection. Evaluation Committees will evaluate proposals, rank and make recommendations to the Board or approving authority.

Once the proposals have been closed and logged in, they must be evaluated or qualified by a Committee. The Committee is chaired by Purchasing and Contracts, who must be present at each meeting. The Evaluation Committee is structured to provide the skills necessary for the particular project being evaluated. Typically, there will be a technical evaluation and a price/cost evaluation as a minimum. Additional skills required may include engineering, general business, legal, information technology, or fiscal. The Committee as a whole may meet to arrive at a recommendation for award or they can perform the evaluation electronically. When a recommendation is received from the

Department, the tabulation sheet must be updated with the recommendation of the award and updated on the website. Once all the steps above are completed, the Contract will be prepared and the agenda item must be written, if necessary.

(2) Sunshine Requirement: The Evaluation Committee and all other meetings during the evaluation period prior to final selections must comply with the State of Florida's Sunshine and Public Records Laws. If the meeting is non-exempt reasonable notice of the date, time and place of the meeting must be given. The meeting should be recorded, when possible. If not recorded, minutes must be taken by the person chairing the meeting. If the meeting is recorded using software, a copy of the electronic file will be available. The custodian of the record for these meetings is PCD. At the meeting, the committee members must return all required forms such as the Conflict of Interest Statement and individual evaluation forms and any other pertinent data as necessary for the evaluation of the project.

(3) Committee Procedures: Once the project has been tabulated, copies of the proposals must be sent to the Evaluation Team. The package must include a memorandum stating the number of proposals received, the situation of the proposals including any pertinent information, a Conflict of Interest Statement form and instructions on how to submit their recommendation to Purchasing for further processing. These proposals/packages are exempt from release as public information for thirty (30) days from the receipt of bids/proposals. A cover memo will be prepared by PCD indicating the date when the procurement information can be released.

(a) The evaluation process is a key function in the selection of a quality Contractor/Consultant. It is very important that this process be conducted in a professional and consistent manner, therefore team members need to be flexible and available for all meetings during the evaluation process, including demonstrations and presentations. These guidelines and procedures must be followed by County employees that are nominated to serve on an Evaluation Team. A review will be conducted by the Review Committee for Construction bids and IFBs to determine if the bid prices are reasonable, references are favorable, and if qualifications and experience provided meet the requirements stated in the solicitation. A technical evaluation committee evaluates the submittals against the established evaluation criteria stated in the solicitation. A Qualification Committee will also check for references, requirements and responsibility of submittals. In compliance with F.S. 286.0113, these evaluation meetings are exempt if held within thirty (30) days after opening of bids/proposals.

(b) The Evaluation/Qualification committee will consist of not less than three County employees. It is recommended that the team consist of 3 to 5 County employees. If desired, a Consultant can assist in the review process but will not be an actual team member that will be submitting evaluation sheets. Remember that a Conflict of Interest Statement will need to be signed by each employee. The recommended composite of the team is as follows:

(i) Project/Program Manager (usually serves as the Team Leader)Division Manager

(ii) Project Technical Personnel

(iii) County Project Engineer; if applicable.

(iv) Knowledgeable Staff Employee outside of the Division

(c) 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 for Seminole County sports, in addition to the County employees appointed to serve, two (2) of the evaluation committee members may be members of the Seminole County Tourist Development Council (TDC), elected for said task by the Council from its membership. The term "event management services" refers to the following services: attracting tourism-related events; hosting tourism-related events; and serving as the primary point of contact for, and providing on-site event assistance to, event organizers. For the purposes of this policy, the term "event management services" shall encompass only those event management services for events that occur outside of the scope of any comprehensive contract for management and operations services related to the Seminole County Sports Complex or other Seminole County Parks. As participants on the evaluation committee, the Tourist Development Council members will be required to comply with all of the provisions of this Section, the Seminole County Administrative Code, the Seminole County Code and the Florida Statutes relating to evaluation of competitive procurements.

(d) For all Evaluation committees and special projects, if the procurement has a value of $500K or more per year, the Department Director must be a member. If the value exceeds $1 Million per year, the County Manager or designee must also be a member.

(e) <u>For Invitations for Bids (IFBs) and Construction Contracts (CCs)</u>: This is the least formal process since the award of the Contract is to the lowest priced, responsive, responsible bidder. The Review Committee is viewed as an informal group, comprised of the Project Manager and at least two other County staff members which are typically from that person's department. This Committee's role is to assist PCD with the technical review of the construction bid received from the apparent low bidder, in order to ensure that their bid conforms with the scope and requirements of the project. A Consultant may assist the team (not a voting member). A review of the proposal is required to determine if it conforms to the requirements stated in the solicitation. If the lowest priced bid is found non-responsive, then the next low bidder will be reviewed and so on until a responsive Contractor is found. When the lowest priced bidder is found non-responsive or not responsible, this determination must be in writing with the appropriate documentation.

(f) For Contracts awarded under the State of Florida's Consultants' Competitive Negotiation Act (CCNA): This formal evaluation process will identify the firms that best meet our requirements in accordance with the evaluation criteria stated in the solicitation. The Evaluation/Qualification process requires a review of all proposals independently against the established evaluation criteria as stated in the solicitation. Purchasing and Contracts Division will supply the evaluation criteria as stated in the solicitation. The evaluation sheets shall include comments of the strengths, weaknesses and deficiencies of each proposal that support the staff recommendation. The Evaluation Team shall evaluate statements of qualifications and performance and shall conduct discussions with and may require presentations by no fewer than three most highly qualified firms selected in order of preference. Only these presentation evaluation sheets will be included in the backup of the agenda along with a combined consensus sheet of both the initial evaluation and the final short-listed firms.

(g) For all CCNA procurements with an estimated value of $1M per year or more; the normal procedure will be unchanged up to the point of short-listing firms: The Evaluation Committee will evaluate, rank, and short list the appropriate number of firms (at least three, but could be more if multiple awards are contemplated). The bid tab will be revised with the short-listed firms posted to the County's website. The Evaluation Committee may hear presentations from the short-listed firms. The committee members will individually evaluate the presentations or conduct discussions, as usual. No combined scores or ranking will be done by the committee. The committee will not issue a consensus report or make any recommendations to the Board. Each Board member will be given copies of the written proposals from the short-listed firms, along with the evaluation work sheets from the initial evaluation (to get to short list) and the work sheets from the short-listed firms' presentations. The project will be presented to the Board as a regular agenda item on the Purchasing and Contracts agenda. The Board will discuss, rank the short-listed firms, and recommend award of the Contract in the Board meeting using CCNA procedures. Upon the Board's decision, PCD will forward information to Legal to prepare the Contract. CEI services Contracts or Work Orders relating to the construction project under the time and material method of compensation may not require the standard ten percent (10%) retainage unless requested by the Project Manager.

(h) Request for Proposal (RFPs) (Non-CCNA): This process is similar to the above. It includes a price/cost evaluation that the Purchasing and Contracts Division will provide as part of the overall evaluation. The method of award must be stated in the solicitation and may be one of two types; low price technically acceptable or best value. For low price technically acceptable process, the evaluation process will start with the lowest priced proposal to determine if they are technically qualified. If not, then proceed to the next low until an acceptable proposal is found. A pass/failed or Yes/No evaluation is required to determine if the proposal meets the technical requirements. For Best value process or an award to other than the lowest price, the team must evaluate all proposals and document the advantages of the recommended firm to support the best value recommendation. The documentation must specifically address why the recommended award is worth the added cost over the lowest (or lower) price(s). The

evaluation that supports the best value justification will be part of the backup documents along with the committee's consensus summary sheet.

(i) Method of evaluations. There are two approved methods of evaluations to be used:

- *Weight (points) system, can be a two-step process*
- *Rating (adjectival) system, can be a two-step process.*

(i) General Guidelines for Evaluation Teams:

The Purchasing and Contracts Division will provide the team with all the necessary forms for the evaluation process. The Purchasing and Contracts Division will monitor the evaluation process and provide guidance at the start of each formal evaluation. If requested, training on the evaluation process can be provided to team members with little or no previous evaluation experience. The Purchasing and Contracts Division will review forms for completeness and compliance with the policy. Any forms that are not properly completed or which lack supporting comments or documentation to support the award recommendation may be rejected and result in a delay of the award.

Each team member must be thoroughly familiar with the contents of each proposal and the requirements of the evaluation criteria in the solicitation. Team members should evaluate each proposal on its own merits and in accordance with the requirements stated in the solicitation. As part of the evaluation process, the Evaluation Team will perform any reference or past performance checks. At the Evaluation Team meeting, team members will work towards reaching consensus and the Team as a whole will submit a single recommendation for proceeding. The Evaluation Team Leader, with assistance from Purchasing and Contracts Staff, will guide the team's deliberations using one of the following evaluation scoring methods:

(i) List the Strengths and Weaknesses using the following guidelines (Weighted Points system):

- Strengths: Those areas in which the proposal exceeds the County's requirements.

- Weaknesses/Deficiencies: Those areas where the proposal lacks soundness or effectiveness, which could prevent fully successful performance of the Contract. Areas where the proposal fails to meet the County's requirements.

(ii) For rating (adjectival) system:

- Highly Acceptable (HA): Those proposals that exceed the requirement in a way that benefits the County or meets the requirements and has enhancing features which benefit

the County. Must identify those attributes on the evaluation forms.

- Acceptable (A): Those proposals that meets the County requirements. Any weakness is minor.

- Marginal (M): Those proposals that contain major weaknesses or a series of minor deficiencies which could have an impact if accepted. Must identify those weaknesses on the evaluation form.

- Unsatisfactory (U): Those proposals that do not comply substantially with the requirements. Must identify those issues on the evaluation form.

(j) These strengths, weaknesses and deficiencies can be used in the negotiations, presentations and discussions during the RFP process. For best value process or award to other than the lowest price, the Evaluation Team must evaluate all proposals and document the advantages and attributes of the recommended firm that support the best value recommendation. These evaluation forms supporting the best value justification will be part of the agenda backup. A consensus form can be submitted instead of individual forms.

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

Example:

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

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

EXAMPLE: Cost rating under the Weighted points and Adjectival processes

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

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

Highly Acceptable (H/A (4)); 90% and above
Acceptable (A (3)); 80% to 89%
Marginal (M (2)); 70% to 79%
Unacceptable (U (0)); 69% and below

If the Contract is based upon various hourly rates or level of effort, the analyst must make some assumption based upon anticipated usage or historical data. This estimated cost must be analyzed using the above process or if developed in the RFP a way to utilize the rates as benchmark. Cost data will be included in the supporting documentation.

(a) Price Determination – Fuel:

The Contractor may petition the Purchasing and Contracts Division for price re-determination if/when the price of fuel increases by a minimum of ten (10%) percent.

Any price re-determination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU0571" or "#2 diesel fuel - WPU057303" as published by the Bureau of Labor Statistics, which can be found on-line at http://stats.bls.gov. The base index number will be the month of the due date of the solicitation. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. Any price re-determination will include all items awarded. If the County and the Contractor cannot agree on any price re-determination, then the Contract will expire. Contractors shall provide documentation to illustrate what percentage of the price is related to fuel, as the increase shall be calculated based upon the percentage of the cost associated to the cost of fuel (see example below). Failure to provide the detailed cost analysis with each request for a price re-determination due to fuel price escalation shall preclude any price re-determination due to fuel costs.

Example:

Fourteen (14%) percent of the cost to provide product/service is attributed to the cost of fuel.

PPI in the month the solicitation closed was $158.73 — 264.52
Current PPI is $264.52 — -158.73
105.79

$105.79 divided by $158.73 = .666%
The unit cost of the service is $100.00
14% of $100.00 = $14.00
$14.00 x .666 = $9.32
New unit price for the product/service is $109.32

If the Purchasing and Contracts Division grants an increase in the Contract price based upon increases in gasoline and/or diesel prices, then the/Department Division may also adjust the Contract price downward if the cost of gasoline and/or diesel decreases by ten percent (10%) or more from the date of the last increase in the Contract price. This clause may be used in addition to any other price re-determination clause in the solicitation. If the County and the bidder cannot agree on any price re-determination, then the Contract will expire without prejudice thirty (30) days after the impasse is reached.

(5) Interviews and Presentations: Presentations and interviews must comply with the State of Florida's Sunshine and Public Records Laws (F.S. 286.0113). The Tabulation Form must be updated and posted on the County's website.

Once the short listed firms have been identified, PCD staff must ensure compliance with the following process:

(a) Notify the Consultants by mail, fax or e-mail of the County's determination. The firms must be notified within seven (7) days of the Evaluation Committee meeting. The notification shall include details of the interviews/presentations including, but limited to the following:

(i) Date and time of the interview/presentations
(ii) Location of the meeting
(iii) Time allotted for each firm
(iv) Additional information if requested by the Evaluation Committee

(b) PCD staff will coordinate the schedule of the interviews/presentations with the Evaluation Committee and will send invitations via Outlook or other agreeable method.

(c) The County's Purchasing and Contracts website shall be updated within 48 hours and shall indicate the names of the short- listed firms and the date and time of the interviews/presentations.

(d) Interviews/Presentation evaluation forms will be prepared by the Purchasing and Contracts Division and provided to each member of the Evaluation

Committee at the start of the interview/presentation. A sign-in form must be completed by each member of the Evaluation Committee and present members of the firms.

(e) A recording of the meeting will be made.

P. AWARD.

(1) 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 Manager, after consultation with the County Attorney, may issue clauses providing for adjustments in prices, time of performance or other provisions as appropriate for supply, service, or construction Contracts.

(2) Contract Negotiations:

(a) Application: This section only applies to negotiations and should not be construed as applying to presentations or clarifications conducted as part of the evaluation process. For the purposes of this section, negotiations are defined as discussions entered into with the intent of changing the solicitation's terms, conditions or scope; or the offeror's technical or price proposal in order to reach a mutual agreement. Seminole County will follow the State of Florida guidance found in F.S. 287.057(17) (b) when conducting negotiations on County procurements. Specifically, for any negotiation with a value over the threshold amount provided in F.S. 287.017 for Category Four, the Purchasing and Contracts Manager may appoint a negotiation team of at least three persons to conduct negotiations. When the estimated value of the procurement being negotiated is in excess of $1 million in any fiscal year, at least one of the persons conducting negotiations must be a Florida Certified Contract Negotiator. If the estimated value of the negotiated procurement is in excess of $10 million in any fiscal year, at least one of the persons conducting negotiations must be a "Project Management Professional" as certified by the Project Management Institute.

(b) The Negotiation Team: A three member negotiation team will consist of the Program Manager, the Contract Analyst, and a third person selected to provide specific expertise. The third member may be from any Department with specific technical knowledge of the requirement. The exact composition of the team will depend on the expertise needed for the items under negotiation (i.e., technical, price, legal, insurance, etc). Depending on the circumstances, the team may consist of more than three members. The negotiation team may or may not have the same composition as the Evaluation Committee. The Contract Analyst will serve as the team leader and the lead negotiator on pricing issues. The Program Manager will be the lead negotiator on technical issues. Other team members may take the lead in their areas of expertise; however the team leader must maintain the focus and direction of the negotiation.

(c) Negotiating Request for Proposals (RFP's): For low price technically acceptable RFP's, when the proposal exceeds our budget, the Procurement Code allows

the staff to enter into negotiations with the low bidder in an attempt to bring the project within budget.

When the Evaluation Committee determines that award cannot be made on the initial proposals and negotiations are necessary; the Evaluation Committee must determine which firms are in the competitive range (i.e., firms that stand a reasonable chance of getting the award). The Evaluation Committee will identify the strengths and weaknesses, technical and prices issues that must be negotiated, and a recommended County position on each issue. A negotiation team will be appointed (which may or may not be the same as the Evaluation Committee) by the Purchasing and Contracts Manager. The negotiation team will meet with the Evaluation Committee and develop a negotiation strategy that addresses each identified issue prior to entering into negotiations. Negotiations must be conducted with each firm that is in the competitive range. At the completion of negotiations, each firm must submit a Best and Final Offer (BAFO) formalizing their revised technical and price proposals after negotiations. The Contract Analyst shall require a Truth in Negotiations Certificate be submitted with any revised prices that are based on negotiations. The Evaluation Committee will then evaluate the BAFOs and select a firm to recommend for award.

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

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

(e) Sole Source Negotiations: Sole source procurement may occur in several ways. In the first instance, the procurement may be identified as sole or proprietary source before issuing the solicitation. A second instance may arise however when a solicitation is issued expecting competition but only one submittal is received.

In this case a sole source negotiation with the lone provider can be conducted. A third case occurs when the low bid exceeds our budget. The Purchasing Code allows us to enter into negotiations with the low bidder in an attempt to bring the project within budget.

And finally, any amendment or change order to an existing Contract is negotiated in a sole source environment.

In each of these four cases, any resulting negotiation will be conducted in accordance with the provisions of this section.

(3) Distribution: Upon the Board's approval of the recommendation of award, the Purchasing and Contracts Division will process the project for award. After approval of the project, the Purchasing and Contracts Division will:

(a) Notify the successful Bidder/Proposer and send copy of the Contract for his/her execution. In the transmittal letter a statement concerning any manipulation of the agreement including exhibits would be grounds for disqualification and if the manipulation is found after the approval and award, it would be grounds for fraud and misrepresentation. Any work related activities performed in advance of the bilateral execution of this agreement is not authorized and would be at the sole risk of the Consultant and would not be billable to the County.

(b) Request copy of Insurance Certificate(s), required Bonds and Licenses from the Contractor.

(c) Route the Certificate of Insurance and Bonds for appropriate approval.

(d) Route the Contract for internal signatures and processes (i.e., Commission Records, etc.). Electronically scanned signature by the vendor/Contractor may be accepted by those bilateral procurement actions in which signature and approval authority rest in Purchasing and Contracts.

(e) Before distribution of the Contract, the Purchasing and Contracts Division will review the documents for the following:

(i) All signatures are in place in the Contract along with the Contractor's seal.

(ii) Obtain approval from Risk Management offices for the Insurance Certificate.

(iii) Verify Performance and Payment Bond for compliance and proper completion.

(4) Contract Information System: All pertinent Contracts information must be entered into the Vendor Link.

Q. GENERAL WORK ORDER PROCESSES.

(1) Work Orders: Work Orders (W/O) are authorizations to provide services meeting the requirements of a specific scope of services/work to the County under Master Service Agreements (MSA). They are utilized only in conjunction with a MSA and per the guidelines defined in this Article. Work Orders are to be utilized for construction and professional services, to include but not be limited to; architectural services, engineering services, appraisal services, acquisition services, construction management services, construction services and other Consultant services, where a MSA is currently in effect.

Authorization for performance of professional services by Consultant(s) under a MSA shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant(s). A sample Work Order is included as part of the MSA. Each Work Order shall describe the services required; state the date for commencement and the due date for delivery or completion of work. The Work Order must establish the term of performance and establish the amount and method of payment. Work Orders will be issued under and shall incorporate the terms of the MSA. Work Orders may be issued under the MSA provided that they are within the approved estimated annual term amount or estimated usage amount as stated in the approved Board Agenda item. The County makes no covenant or promise as to the number of available projects or that the Consultant(s) will perform any project for the County during the life of the Master Service Agreement (MSA). The County reserves the right to Contract with other parties for the services contemplated by the MSA when it is determined by the County to be in the best interest of the County to do so. Methods of payment for Work Orders:

(a) Fixed Fee Basis – If the Scope of Services is clearly defined. The amount for reimbursable expenses must be included in the Fixed Fee Amount. Backup shall be submitted by the labor categories and rates in the MSA to support the recommended fixed fee. The fixed fee basis is intended for the Scope of Services to be completed within the stated completion time in the Work Order at the fixed fee amount. The Work Order may state that retainage be withheld as per the agreement.

(b) Time Basis Method – For Scope of Services that cannot clearly define the extent, cost or duration of the work. If a not-to-exceed amount is provided, the Consultant shall perform all work required by the Work Order, but in no event, shall the Consultant be paid more than the not-to-exceed amount specified in the applicable Work Order. Work Orders for CEI services should be issued under a time and material basis, and if the Work Order waives the retainage for that Work Order then it does supersede the Master Agreement requirement for retainage, but only for that Work Order.

(c) Time Basis Method with Limitation of Funds – For Scope of Services that cannot clearly define the extent, cost or duration of the work. The Consultant(s) is not authorized to exceed that amount without the prior written approval of the County. Said approval, if given by the County, shall indicate the new limitation of funds amount. The Consultant(s) shall advise the County whenever the Consultant(s) has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the limitation of funds amount.

(2) The following procedure will be utilized for Work Orders:

(a) The User Department/Division must submit a request for the contract action in J.D. Edwards and attached a completed Contract Services Request (CSR) form along with the scope of services/vendor proposal. It is the responsibility of PCD staff to verify the information received is correct and applicable for the action and ensure that the scope of services is in accordance to the scope of services approved in the MSA.

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

(3) General Work Order Procedures for Multiple Consultants under CCNA: Professional Services – those services within the scope of practice as defined by the laws of Chapter 287.055, Florida Statutes.

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

(a) Selection Process - When dealing with multiple Consultants under a CCNA Master Agreement, the User Department/Division will select only one of the Consultants to solicit for a proposal. The following criteria may be used to determine which Consultant will be solicited for a proposal.

(i) Specific and unique technical expertise not available from any of the other Consultants under Contract. This criterion will not apply to all Work Orders.

(ii) Distribution of dollars awarded to date under the MSA.

(iii) Past performance on previous County work.

(iv) If the Consultant does not choose to participate, the County will select another Consultant using the criteria in paragraph (a) above.

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

(b) Generating the Work Order (after selection of the Consultant). The User Department/Division must send a proposed request to the Consultant selected. The request asks for a technical memorandum/scope of services and a fee proposal. The proposal request must include:

(i) Statement of work - The statement of work will be provided to the Consultant with a complete description of the requirement enabling them to prepare a proposal with valid man-hours. The County may ask the Consultant for solutions and to identify unacceptable conditions.

(ii) Elements - The minimum required elements are the purpose and brief description of the project; description of the work/service are to be performed; the location(s) where the work/services to be performed; a contact person for the County for questions or clarifications including the telephone number and the extension number; and what is the required delivery date or period of performance.

(iii) Submission of proposal - The User Department/Division must indicate when the proposal is due back to the County. Be very specific of when and where the proposal is to be delivered, indicating that if the County does not receive the submittal on time, the County understands the Consultant has chosen not to participate in the process for that particular project.

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

(v) Meeting/Site Visit - If a meeting and/or a site visit are necessary to discuss the project, please indicate the location, time and date of the meeting.

(c) The Consultant shall submit the following in response to the Department/Division's proposal request:

(i) Detailed Scope of Services – The Detailed Scope of Services shall specifically address each aspect of the project and tell in detail how the Consultant will accomplish the work. At a minimum it shall include a list of milestones and a schedule for completion. Each milestone task must be described in sufficient detail for the Department/Division to evaluate the Consultant's understanding of the project and action plan for completion.

(ii) Fee Proposal – The Fee Proposal shall include as a minimum the level of effort proposed to support the work. This should include a list of man-hours by staff position and the Contracted hourly rate for that position. The hourly rate should match the hourly rate included in the MSA, unless the hourly rate is negotiated to a lower rate. Any subcontracted effort must be included in the proposal and supported by a matching fee proposal with a detailed breakdown of hours, rates and reimbursable expenses. Reimbursable expenses must be described.

(iii) Acceptability of Proposal from the selected Consultant. The proposal received from the selected Consultant must be acceptable to the County. Criteria to consider when determining the acceptability may include understanding requirements, technical approach, innovative techniques or solutions, management approach, proposed fee and the ability to meet cost or time constraints. The requesting Department/Division will determine the acceptability criteria for the Work Order.

(d) If the proposal is found to be unacceptable as submitted, the County will continue to negotiate with the selected Consultant until an acceptable resolution is obtained.

(i) If the proposal, as submitted, is not quite acceptable, but could become acceptable with relatively minor changes to the scope of services, proposed fee schedule or fee proposal, the Department/Division and PCD staff will enter into discussions with the Consultant to refine the proposal making it acceptable. Bases on those discussions, the Consultant must submit a revised proposal, which the County finds fully acceptable.

(ii) If the proposal as submitted is so unacceptable that it cannot be made acceptable without major modifications to either the technical scope of services, the proposed fee, or the proposed schedule, the Department/Division shall take the appropriate action to remove the Consultant as a qualified firm under the MSA and solicit a second Consultant for the project.

(e) The User Department/Division must provide copies of all documentation to the Purchasing and Contracts Division including:

(i) Request for scope of services, fee proposal breakdown, Work Order expiration date on the completed CSR form;

(ii) Consultant's submittals including Subcontractor's cost and breakdown of cost, if any;

(iii) Determination of acceptability and recommendation for award (CSR form).

(4) General Work Order Procedures for Multiple Consultants under Non-CCNA: Services other than those services defined as professional services by the laws of Chapter 287.055, Florida Statutes. This section includes, but is not limited, to Non-CCNA Management and Professional support.

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

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

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

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

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

lower rate. Subcontracting efforts including a detailed cost/price breakdown should be provided. Reimbursable expenses must be detailed.

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

Meeting/Site Visit - If a meeting and/or a site visit are necessary to discuss the project, please indicate the location, time and date of the meeting. Staff needs to inform the Consultants if the meeting is mandatory.

(ii) If only fee schedule is requested the request must include:

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

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

breakdown should be provided. Reimbursable expenses must be described.

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

(b) The selection will be based on lowest cost and availability of staff to provide the required services in the specified time frame. Delivery of services must also be considered in the evaluation. The criteria must not include experience of the firm/individuals because these Consultants have been already qualified under the original evaluation of the MSA.

(c) The User Department/Division must provide copies of all documentation to the Purchasing Division/Contracts Section including:

(i) request for scope of work, fee proposal breakdown, Work Order expiration date and completed CSR form;
(ii) Consultant's submittals including Subcontractor's costs and breakdown of costs;
(iii) recommendation for award completed (CSR form).

(5) Work Order Approval Processes for Professional and Consultant Services:

(a) Processes for professional services defined under Florida Statutes 287.055 – CCNA:

(i) For a study activity when the fee is less than THIRTY FIVE THOUSAND AND NO/100 DOLLARS ($35,000.00) or for a construction project the basic construction cost of which are estimated to be less than THREE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($325,000.00) or as defined under the Florida Statutes. Directors or designee with the assistance of the Purchasing and Contracts Division may select a Consultant based on their expertise, price proposal and scope of services without publicly advertising the project. However, a competitive environment shall be utilized unless there is a time or quality constraint that can be documented by the Department Director/Division Manager.

(ii) For a study activity when the fee is over THIRTY FIVE THOUSAND AND NO/100 DOLLARS ($35,000.00) or for a construction project the basic construction cost of which is estimated to be over THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($325,000.00) or as defined under the Florida Statutes. The process for

Professional Services solicitation must be followed. The process is defined in Florida Statutes, Chapter 287.055.

Master Service Agreements (MSA):

MSA with one Consultant – The Procurement Administrator regardless of the cumulative dollar amount will execute Work Orders provided the amounts are within the Board approved budget.

MSA with Multiple Consultants – If the cumulative amount of the Work Order is over $100,000.00, the Work Order shall be approved by the Board of County Commissioners and executed by the County Manager. If the Work Order does not require Board approval, the Work Order will be executed by the Procurement Administrator. If the Work Order is less than $5,000.00, a formal price proposal is not needed. User Department/Division(s) can select the Consultant from the approved list on a rotating basis.

(b) Processes for services other than those professional services defined under Florida Statutes – Non-CCNA Consultant Services:

(i) Compensation up to $50,000.00 - Quotes will be required when appropriate. User Department/Division must identify the scope of work, completion time, dollar amount and account number(s) and submit to Purchasing and Contracts Division.

(ii) Compensation over $50,000.00 - The process for Source Selection and Contract Formation must be followed. The process is defined in the Administrative Code.

MSA:

MSA with one Consultant - User Department/Division must submit a request for the contract action in J.D. Edwards and a completed CSR form containing all pertinent information including a cost proposal. Additional information may be required by Purchasing and Contracts Division. The Procurement Administrator regardless of the cumulative dollar amount will execute Work Orders provided the amounts are within the Board Approved Budget, and the cumulative dollars for all Work Orders under the MSA shall not exceed the estimated dollar amount approved by the Board of County Commissioners during the award process or renewal process.

MSA with Multiple Consultants - User Department must request Technical and Cost Proposals from all approved Consultants in accordance with the Purchasing Procedures. If the Work Order is over $100,000.00, the Work Order shall be approved by the Board of County Commissioners and executed by the County Manager. If the cumulative amount of the Work Order is less than $100,000.00, the Work Order will be executed by the Procurement Administrator. If the Work Order is less than $5,000.00, quotes are not needed, and User Department/Division can select the Consultant from the approved list on a rotating basis. The cumulative dollars for all Work Orders under the MSA shall not exceed the estimated dollar amount approved by the Board of County Commissioners during the award process or renewal process.

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

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

(1) The Procurement staff must prepare a memorandum with all pertinent information and send the request to the County Attorney's Office for preparation. The request must be accompanied by the previous Amendment, if any, or copy of the Agreement date, revised scope of services or additional scope; compensation information and the revised dollar amount and signature authority for action.

(2) Once the document is received from the County Attorney's Office, Procurement staff must verify that the information is correct and that the document contains no errors. The Amendment is sent to Consultant for signature and attestations.

(3) Once the Amendment is received from the Consultant, the document is routed for signature through the proper level of authority and recorded in Commission Records. The original certified copy is kept in the PCD project file and a scanned copy is sent to the Consultant.

(4) At the end of each of these tasks, the Model Log in JDE must be updated.

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

(1) Responsibilities of the Project Manager – User Department/Division: The Project Manager manages, supervises the planning and coordinates the project with the Divisions within the Department and with other regulatory agencies having jurisdiction over the project, if applicable. The Project Manager is responsible for providing management system documentation in the form of progress reports and ensuring that project milestones are accomplished within specified time and budgetary constraints. The Project Manager is permitted latitude for independent judgment and decision in the resolution of a broad range of issues involving project management. This delegation must be in accordance to Department/Division's policies and procedures. The Project Manager is responsible for submitting proper documentation to the different levels of authority to ensure compliance with the following:

(a) That sufficient funds have been appropriated and are available for the purpose of the Contract as well as other budgetary considerations.

(b) A description of services to be provided, including specific Contract objectives.

(c) The estimated cost establish by the Division or outside Consultant.

(d) Ensure that all applicable permits are obtained and in order for the project to continue without delays.

(e) Ensure that any discrepancies in the Contract compliance is documented and maintained in the Contract file. Any issues involving the performance of Contractor/Consultant or the adherence to Contractual terms, the Project Manager must notify the Purchasing and Contracts personnel.

(f) Review invoices for payment, verify accuracy in accordance with Contract terms and submit to Accounting personnel within the Department/Division and County Finance for payment. The payment request must include required documentation according to the Contract terms and conditions.

(g) Obtain appropriate Department/Division approval of the Closeout Documents in accordance to the Agreement. The Closeout Documents must include all proper documentation as required for approval and final payment and in accordance to Paragraph "T". Once the documents are processed and approved, submit to the Purchasing and Contracts Division for execution.

(h) Involve Purchasing and Contracts Division in any meeting on an as needed basis relative to the Contract.

(i) Insure compliance with the County Code, policies and procedures.

(j) Ensure appropriate documents are submitted to PCD to support any Change Orders, Amendments and Claims.

(2) Responsibilities of the Purchasing and Contracts Division: To facilitate, monitor and assist the Departments/Divisions through the Contract process. The Procurement personnel will be the designated liaison. Responsibilities include but are not limited to the following:

(a) Maintain a Vendor Links which reflects the status of Contracts.

(b) Promote consistency in format and terminology for Contract documents.

(c) Assist in the development of specifications, processing of Contracts and the monitoring of Contracts by interfacing with the Department/Division's Project Manager and those responsible for the technical aspects of the Contract as applicable.

(d) Coordinate with Department/Division for the scheduling of Contracts, Change Orders, Amendments and encumbering of funds as applicable.

(e) Ensure that all applicable insurance and bonds are obtained and approved by the Risk Manager prior to award and are in compliance according to the terms and conditions of the Agreement. Ensure that any deviations of Contract language are approved by the County Attorney's Office.

(f) Determine the level of approval signature authority and process documents accordingly. The level of approval must be in accordance to the Purchasing Code.

(g) Coordinate and participate in Contract Negotiations.

(h) Distribution of executed procurement actions to both vendors and Department/Division staff.

(3) Responsibility of Risk Management Office: To determine the adequate limits and types of insurance and bonds for Contracts. Responsibilities include but are not limited to the following:

(a) Review initial submittals of insurance and bonds to ensure that coverages, amounts, and firms meet the County's requirements.

(b) Ensure that risk transfers are utilized as warranted.

(c) Determine if "loss preventable" exposures are being created.

(d) Provide standardization in insurance requirements for County-wide procurements.

(4) Responsibilities of the County Attorney's Office:

(a) Prepare all Contracts for projects as needed for County operations and as requested by the Purchasing and Contracts Division.

(b) Review all Contracts to ensure their legality with respect to form and compliance with applicable laws.

(c) Provide comments regarding the ramification of certain Contractual situations. Provide any written legal opinion or representation as needed throughout the course of the Contract.

(d) Participate in Contract Negotiations as required.

(e) Coordinate efforts to obtain Contract compliance whenever notified by the Purchasing and Contracts Division of an apparent irresolvable breach of Contract.

(5) Responsibilities of the Finance Department:

(a) Review encumbrances to ensure accounting data complies with the County's budget and GASB-34 requirements.

(b) Review the terms and conditions of Contracts to ensure invoices are in compliance with the Contracts prior to payment.

(c) Payment verification, which involves a review of the Contract, signature authorization and verification of mathematical accuracy.

(d) Issue payment and record in the Financial System.

A certified copy of the Contract document will be distributed to the Consultant/Contractor, the County Attorney's Office, Finance, and a copy will be retained in the Project File located in the Purchasing and Contracts Division and an electronic copy will be posted in JD Edwards and/or County's Purchasing website.

T. CONTRACT CLOSEOUT PROCEDURES. A project is ready to be closed out when all work has been completed, all disputes have been settled, all inspections have been completed and PCD approves and processes the close out of Construction Contracts. Closeout documents include: Construction Plans, Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract and Supplementary General Conditions, apply to these procedures. For those Construction Work Orders under $25,000.00 that did not require Bonds, the formal Close-Out process (i.e. Final Completion and Contractor's Release forms) is not required. At times, PCD may waive the forms and format of documents to expedite the close out function.

(1) Contract Completion Review:

(a) When the Contractor determines that the Work is complete in accordance with Contract Documents; the Contractor shall submit to the County's Representative and Engineer of Record the final project construction completion schedule along with discussion of the close out process to include the following:

1. Date of Construction Completion.

2. Walk-through of the project and reviewing the Punch List. The purpose of the meeting shall include discussion of the submission of warranties, guarantees and submission of operation and maintenance data (manuals).

3. Inspection and Testing: Prior to the Construction Completion acceptance, Contractor shall complete inspection and testing required for the Work.

4. Submission of Contract closeout documents and materials as required.

(2) Final Completion Actions and Submittals:

(a) Contractor Responsibility: Contractor shall be solely responsible for the timely completion of all required Contract closeout items stated in the Contract and General Conditions.

(b) Prior to application for Final Payment, Contractor shall submit to the County all documents required by the Contract documents. Contractor shall submit original versions of final sign-off by inspectors. Submissions to include all final Certifications of Inspections and Tests, As-Builts, Warranties, Bonds, Release of Liens from Sub-Contractors, Contractor's Final Release of Lien, Consent of Surety and Certificate(s) of Completion: Contractor shall submit specific warranties, guarantees, and workmanship bonds reflecting the accurate dollar value.

(3) Final Payment:

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

(4) Funding:

(a) When a project is substantially completed, the Department/Division should review the remaining budget for the project. If the amount of remaining budget is

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

U. CONSTRUCTION CONTRACTING.

(1) Construction Package: The Bidding Documents shall be construed to assure protections and benefits to the public. The Bidding Documents are intended to assure Bidders fair and equitable treatment; however, the Bidding Documents shall not be construed to create property interests benefiting Bidders as a result of the procedural safeguards established to benefit the public. The Project Manager is responsible for submitting Purchasing and Contracts Division all documents required for the Bidding Process. The CSR Form is available through the Purchasing and Contracts Division website. Some of those documents include, but are not limited to:

(a) The scope of work, including technical specifications, drawings and other relevant data shall be provided in an electronic PDF format

(b) The Contract schedule

(c) Information about site conditions, such as soil and geology reports

(d) Applicable laws and regulations

(e) Financial Information related to the project including the engineer's estimate of the construction project

(f) All licenses and Certifications necessary to complete the Scope of Work will be required submittals in the bid package.

(2) Once the information is compiled, the Project Manager and outside Consultant(s), if applicable, meet with Procurement personnel to schedule the timeline for the project and to ensure all documents are correct and the project is ready for advertisement.

(3) Depending on estimated construction costs, the type of Construction Contract will determine the Contractor selection method. Florida Statutes, Chapter 255, Section 255.20 sets forth the thresholds for obtaining competition. Specifically:

(a) In the Construction Bid package, PCD shall include the following required forms:

- Trench Safety Act – Florida Statutes 553.60
- Non-Collusion Affidavit of Bidder, U.S. Code 23, Section 635.112F
- Certification of Non-segregated Facilities – Federal Executive Order 1246, Section 202
- American with Disabilities Act – U.S. Code 42, Section 12101
- Drug-Free Workplace – Florida Statutes 287.087
- Compliance with Public Records – Florida Statutes 119, Article 1, Section 24

(b) Formal Solicitation: For construction projects, the estimated cost of which is over two hundred thousand dollars ($200,000) and electrical work the estimated cost of which is over fifty thousand dollars ($50,000), the County must competitively award the project through a formal solicitation. The Contractor submitting the lowest, responsible, responsive bid is the selected recommendation of award.

(c) Informal Bidding: For construction projects the estimated cost of which is two hundred thousand dollars ($200,000) or less and for electrical work the estimated cost of which is fifty thousand dollars ($50,000) or less, the County may invite at least three Contractors to submit quotes and the Contractor submitting the lowest, responsible, responsive quote is selected. Invited Contractors may be selected from the County's Vendor registration list or previous Contractors in good standing with the County.

(d) The threshold amounts of $200,000 for construction and $50,000 for electrical work must be adjusted annually in accordance with the provisions of F.S. 255.20 (2).

(4) Once the project is advertised, all questions about the meaning or intent of the Contract Documents shall be submitted to the PCD staff personnel. Procurement personnel will submit questions to the Project Manager for a response. Should revisions to the solicitation documents become necessary, the Procurement personnel will post addenda information on the County's website. Because the Contract and its documents will change over the course of the project, it is important that Project Manager and Procurement personnel take note of these changes and maintain a project file with all pertinent information.

(5) The County has developed baseline documents for Construction projects. These documents establish clear boundaries between the County and the Contractor and they are written to address the current requirements of typical Construction projects for both new projects and alterations. However, the County is committed to the ongoing

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

(6) MSAs for construction projects approved by the Board, Work Orders using the lowest price or using the A plus B process will be executed by PCD providing the amount is within the Board approved budget.

(a) For Work Orders under MSAs that are less than $25,000.00, Department/Divisions may select a specific Contractor using the distribution of work method under the MSA. For these Work Orders, retainage may not apply and a formal closeout process for these small projects is optional.

(b) Any Work Order under a MSA greater than $200,000.00 shall require bonds in accordance with the Agreement. For Work Orders under $200,000.00, bonds may be required if deemed appropriate by PCD.

(c) Past performance may be considered in the award of future work and Work Orders under a MSA.

(d) The Work Order process is described in Section Q (General Work Order Processes).

(7) There are different types of procurement methods for Construction projects. The solicitation may combine several types into one (such as a 2-step selection process and an incentive arrangement). Some types are:

(a) Design – Bid – Build; Conventional Method: The County will Contract with Consultant to develop the technical specifications and drawings and the County will solicit Bids for the construction.

(b) 2-Step Process: This method allows the County to narrow the list of Bidders to the most qualified Contractors for a specific project based on relative experience, staffing, financial status, current workload, past and present litigation, licenses, etc. Only those Contractors that are short-listed are invited to submit a bid to the County. The basis of award for step 2 is to the low responsive/responsible bidder.

(c) Construction Management at Risk (CM@R): The selection of the successful Contractor under this process is based upon a competitive qualification

procedure, and is allowed under Florida Statutes 255.20. The CM@R negotiates a Guaranteed Maximum Price (GMP), which includes fee. The CM@R is responsible for directing and coordinating the entire project including bidding out all subcontract requirements that the CM@R's own workforce does not perform. The GMP is the most the CMR can receive for constructing the scope of work negotiated. If the cost for the project comes in less than the GMP, depending on how the Contract is written, either the balance of the GMP reverts back to the County or is shared with the CM@R. Unless there is a scope change required by the County, any cost overruns are to the CM@R's account.

(d) Design-Build: A single Contractor provides design, construction and inspection through a single Contract between the agency and the design-build (D/B) Contractor. Must comply with Florida Statutes 287.055 regulations.

(e) Alternative Bidding/Contracting Methods Analysis:

- Incentive/Disincentive (I/D) Provisions for Early Completion. I/D provisions for early completion are intended to motivate the Contractor to complete the work on or ahead of schedule. They compensate the Contractor a daily amount for completing the work ahead of the I/D completion date or assess a daily amount for finishing later than the I/D completion date. The daily I/D amount is based on Road User Costs (RUC), which is the estimated cost of interference and inconvenience to the highway user during construction.

- A + B Bidding. A + B Bidding, a cost-plus-time bidding procedure, selects the low bidder based on a monetary combination of the Contract bid items (A) and the time (B) needed to complete the project.

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

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

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

V. PROTESTS, APPEALS AND REMEDIES.

(1) Bid Protests: Upon receipt of a formal written protest within five business days after the posting date of the award recommendation on the internet, the Purchasing and Contracts Manager shall review the letter of protest, and determine whether the protesting party has standing regarding the merit of the protest itself. If the protesting party wishes to appeal the decision, the appeal protest must include a protest bond in order for it to be accepted. The processing of a protest will be in accordance with the Administrative Code, Section 3.5539.

The Purchasing and Contracts Manager will render a written decision to the protesting party. The Purchasing and Contracts Manager's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision, the protesting party delivers a written notice of appeal to the Purchasing and Contracts Division.

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

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

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

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

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

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

(a) Purchase Order Number (when applicable)

(b) Contract Number (when applicable)

(c) Vendor name, address, and phone number

(d) User Department/Division, contact person, and phone number

(e) Department/Division Head Signature

(f) Brief explanation of **exactly** what the problem is, and why the product or service is unacceptable.

(g) All available documentation shall be attached.

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

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

The Purchasing and Contracts Division may determine that a meeting should be held to resolve the issue(s). The Purchasing and Contracts Division shall notify the User Department/Division of said meeting, and ensure that a representative of the User Department/Division attends. All reports shall be maintained with the Contract file.

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

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

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

(1) Purchasing Card Initial Issue: Each Department Director shall determine who in their Department should have a County purchase card. The "Purchase Card Form" is used to apply for a purchase card. The application must be completely filled out and signed by the appropriate Department Director. Applications for purchasing cards received prior to the 21th day of each month will be processed during the first week of the following month.

(a) Requests that exceed the established "Cardholder Controls" must have County Manager's approval. Requests must include justification for the exception.

(b) Purchasing cards will be issued monthly. New cardholders will receive training and must sign a "Cardholder Agreement" signifying they understand and

accept the responsibility associated with the purchase card. Each applicant shall attend purchasing card training prior to receiving their card. Training will be offered during the last week of each month for those applicants that submitted application prior to the 21st day of the month. Training will take place at the Purchasing and Contracts Conference Room and the applicant will be notified via e-mail of the training schedule. The applicant should have prior knowledge of:

- his/her delegated authority and limits established by the Director;
- general understanding of County Operations regarding procurement functions and the software support application;
- his/her responsibilities regarding the allocation of funds for transactions and if they are not responsible for the allocations of transactions, he/she must know who will be responsible within his/her Department/Division and how the information will flow.

(2) Making Changes to the Purchasing Card: The "Purchase Card Form" is also used to make changes to the purchase card original application. Any changes to "Cardholder Controls" will require the Department Director's signature approval. Any change to "Cardholder Controls" that exceed the established amounts must have the County Manager's signature approval. Changes to fields other than those specified can be made with only the cardholder's and the approving official's signatures.

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

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

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

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

(a) Back orders are not permitted. Items are not to be billed for until shipped.

(b) The Purchasing Card cannot be used to purchase like items totaling over $10,000 per fiscal year/per Division or goods and services available on a County Term Contract with the exception of purchases from the County-wide office supply Contract.

(c) Use of the purchasing card does not relieve the cardholder from complying with Federal, state and local laws, ordinances, regulations, policies and procedures.

(d) The least expensive item that meets the County's basic needs should be sought.

(e) Cardholders must follow their Department's administrative control of funds procedures to ensure that sufficient funds are available prior to making a purchase.

(f) Use of the purchasing card is not intended to replace effective procurement planning which enables volume discounts. The P-Card is primarily the purchasing instrument used for commodities valued at less than $1,000.00 per item and non-recurring services valued at less than $3,000.00.

(7) Purchase Transaction Documentation: All purchase transactions fall into one of two categories; face to face (i.e., over the counter) or remote (i.e., telephone, internet or fax).

(a) Face To Face - The cardholder should get a receipt for any face-to-face transaction. The receipt serves to document both the order and receipt of goods/supplies.

(b) Remote - The cardholder must document the order when it is placed. When the goods are received, the packing slip must be matched to the statement of invoice.

(c) Web Software - Enterprise Spend Platform (ESP) is a management tool that allows you to quickly and easily manage your Sun Trust Program on-line. ESP gives cardholders the ability to perform administrative and accounting tasks daily on-line without waiting until the end of the month to reconcile and provide accounting data on your statements. All card statements will be printed from ESP since copies will not be mailed.

(d) The billing cycle for each month statement starts on the twenty-second (22nd) day of the month. Starting on the date of each transaction until the twenty-fifth (25th) day of the month (5:00 PM), each cardholder must enter and update the information for each of their transactions. All transactions shall be updated in ESP with the correct allocated account number. Failure to allocate the transactions to ESP will be cause for the P-Card privileges to be suspended or terminated.

(8) Preparing Statement for Payment: Printed monthly statements must be reviewed, substantiated, approved, and submitted to County Finance for payment within five days of the billing cycle.

(a) Review - The cardholder shall review the on-line ESP statement for correctness. Ensure all charges are legitimate and no sales tax was charged.

(b) Substantiate - Each transaction should be documented either with a receipt or with a log and packing slip and should be allocated using the ESP application. The cardholder and approving official will sign the statement certifying it for payment. Each Purchase Card transaction will need to have "Item Numbers" added before forwarding to County Finance for payment. The Item Numbers have been added to ESP for your use. This action will allow the County to have visibility of those items acquired through the County Purchasing Card for budget and reporting purposes.

(c) Approve - The Approving Official (the cardholder's immediate supervisor or designee) or Department Director, if there is a conflict, the cardholder and immediate supervisor, shall review each transaction and check all documentation. Any errors, sales tax issues or questionable purchases must be resolved before submitting to Finance. The Approving Official's signature on the statement certifies all transactions as legitimate expenditures of County funds.

(d) Missing Documentation - The cardholder is responsible for providing required documentation. If a receipt is lost, attempt to obtain a duplicate. If a duplicate cannot be obtained, prepare a statement that includes all the information normally found on the receipt and a brief explanation for the lost documentation. Continual abuse may result in loss of the card and disciplinary action against card privileges.

(e) Disputed Charges - If the cardholder questions a charge on the statement, the cardholder shall contact the vendor directly and attempt to reach resolution. If the cardholder reaches an agreement with the vendor, there is no dispute. If the vendor refuses to acknowledge the error or will not issue a credit, the cardholder must fill out the issuing bank's "Purchase Card Disputed Charge Form" and send a copy to the Purchase Card Administrator. The bank will then adjudicate the disputed charge. The Form can be found on the Sharepoint.

(9) Purchasing Card Procedures during an Emergency Disaster/Event: The following procedures are to augment the normal Purchasing Card's procedures to be utilized prior to and during an emergency event declared by the County.

(a) All emergency Purchase Card transactions related to the disaster must be supported with a FEMA form available on the intranet. Copies of these forms and a copy of the receipts must be forwarded to the Budget Manager's office in the County Services Building. Item #5 and #8 are critical items for FEMA reimbursement.

(b) Any anticipated transaction exceeding the mandatory $3,000.00 transaction limit must be pre-approved by the Purchasing and Contracts Division

personnel. Under normal conditions, purchase card transactions are prohibited over $3,000.00; therefore you must receive approval prior to making a purchase. Completing the form is sufficient to receive approval and can be given to the Purchasing representative at the EOC. Purchasing personnel will review the requirement to ensure that the prices are fair and reasonable, to determine possible County-wide consolidation of the requirement for volume pricing and to determine sources available for the procurement such as Contracts with other government entities (i.e. GSA, state Contracts). Once this review is completed, purchasing personnel will provide feedback to authorize or deny the purchase.

(c) Each P-Card transaction must be reflected in the P-Card online software system with the account number, sub-ledger number (related to the disaster) and a brief description of the item that was purchased. This should be done as soon as possible after the purchase. This is the only way the County can manage expenditures outside of Purchasing.

(d) All requests to temporarily increase the monthly allowance for individual card holders must be sent to the Purchasing and Contracts Division. Purchasing personnel will increase the limits on these cards and the change will be effective immediately. This written request should be forwarded to Purchasing with the Director's or approving official concurrence.

(e) All food purchased during the event must be pre-approved by Purchasing personnel located at the EOC. The EOC has the responsibility to provide food to employees via the Disaster Feeding Plan.

(f) Remember, requirements cannot be split during the event to avoid the threshold dollar amounts in the Purchasing procedures. Purchasing has four emergency Purchasing Cards that are not restrictive and can be used to augment normal Purchasing procedures.

(10) Special Purchasing Credit Cards: A special Purchase card can be used by PCD and County Finance as an effective and efficient method of processing the purchasing and paying for goods not exceeding a predetermined amount per item procured. The use of this special Purchase card allows for the payment of goods and services that have already been procured in accordance with all procurement policies and procedures.

These policies and procedures provided herein are the minimum requirements for PCD and additional controls can be established as deemed necessary. One (1) purchase card will be designated as "Payment Method for Orders" and the value of the card will be $3,000,000.00. The card will be secured in the County Finance Office and is only to be used by PCD and County Finance. Purchases made with this card must follow procedures outlined in the Procurement Code, Seminole County Administrative Code and the County Manager's Policies with the exception that this card will have no transaction limits per day or per month.

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

(a) The Department Representative will:

(i) verify receipts, charge/packing slips, and receive products;

(ii) receive the item(s) and validate that the item(s) meet the County's requirements;

(iii) verify that all appropriate documents are in order and the payment is accurate for processing;

(iv) will reject all shipments that do not comply with the order;

(v) forward the receipt documents to County Finance within three (3) working days after receipt.

(b) PCD staff will:

(i) Review and verify accuracy of the Bank Monthly Statement related to those transactions processed through the credit card.

(ii) Coordinate with County Finance to ensure documents are accurate including invoices, packing slips, etc.;

(iii) Cancel the Order Requisition (OR) in the JD Edwards system;

(iv) Allocate the transaction(s) in the Bank electronic system providing County Finance with a complete "Credit Card Transaction Form", order receipt as submitted by the User Department and the Purchasing Card Bank Monthly Statement

(v) Order(s) including Fixed Assets will be identified and assigned a BCC Identification Number through a Radio Frequency Identification Device (RFID) by the Property Management Administrator.

(c) Procurement transactions, receipts, and all related documents will be retained by PCD and attached to the credit card statements.

(d) County Finance will review each statement and supporting documentation. County Finance will contact PCD directly if discrepancy in the monthly statement is discovered.

X. PERSONAL PROPERTY.

(1) Records and Controls: Property control entails tracking, compiling and maintaining an inventory of all tangible personal property with original cost or value of $1,000.00 or more, with a normal life expectancy of one (1) year or more, which is not fixed in place, not part of a structure or facility and is practicable to identify by marking. Property control records are set up to comply with Florida Statutes 274.02 and the Rules of the Auditor General. The Personal Property Administrator has the authority to prepare and obtain Tags and Titles for Personal Property.

(2) Objectives of Fixed Asset Control:

- Establish accountability so losses due to negligence or theft are kept to a minimum.
- Provide a basis for insurance claims.
- Equipment replacement schedules can be established.
- Identify surpluses and shortages to facilitate transfers between Departments.

(3) Fixed Asset Control Procedures:

(a) The Personal Property Administrator receives a copy of each purchase order issued, and determines which item(s) are capital items that must be tagged and included on the inventory.

(b) The ordering (receiving) Department must notify the Personal Property Administrator when an item is received so proper identification may be affixed, and records can be updated.

(c) Equipment is assigned a permanent BCC identification number, and is physically tagged or otherwise marked by the Personal Property Administrator.

(d) Records are entered and maintained for each item, and include the following information:

- Property Item Number (BCC #)
- Item Description
- Serial Number
- Make and Model
- Account number
- Location

- Payment Information: Vendor name, P.O. Number and Date of purchase
- Purchase Price

(e) Much of the above information is provided by the Property Records copy of the purchase order. Additional information is obtained upon physical tagging of the equipment and through communication with the vendor and the custodian.

(f) Each Department is responsible for taking an annual Inventory of personal property in their custody as assisted by the Property Administrator. Each Department Director will be named custodian with assigned responsibility of the asset.

(g) When a Department notifies the Property Administrator that they have received equipment that was not purchased on an OP or a Contract but donated, they must prepare a memo stating how the item(s) was acquired, from whom, a brief description of the equipment, estimated dollar value of the item(s). After receiving the memo a BCC# can be assigned, the item(s) can be tagged and placed on Fixed Assets.

(h) For a request to donate surplus equipment to a Non-Profit, (501(c)(3) required) a memo from the Department must be sent to the Purchasing and Contracts Manager requesting the approval to donate the item(s), with a description of the item(s), and the BCC# of each item. With the request to donate the Department is to furnish a memo from the Non-Profit organization that is requesting the donation. After the approval to donate has been signed by the Purchasing and Contracts Manager, a copy of the approval is sent to the Department and the transaction may proceed. The Assets are then removed from inventory.

(4) Inventory Guidelines and Procedures for Fixed Assets:

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

- Location is the three digit number assigned within each Department to signify a Division or location within a Division.

- Unit (BCC) Number is a five digit designation assigned by the Property Administrator when a property record is created for a new item. This number can be found on a 2" x 1" green and white or white sticker that reads **"Property of Seminole County"** with the 5 digit number below a barcode. Note: A unit number on the inventory sheet with a -01 or greater signifies an addition or upgrade to the original unit number.

(b) A Physical Inventory must be completed at least once during the calendar year. The Inventory will be the actual sight verification of each item by Unit (BCC) number, serial number, and location code.

- All discrepancies will be noted during inventory from the Property Administrator. If items exist with labels that are not legible through wear or accidental destruction, a replacement label(s) should be requested through the Property Administrator.

- If an item is located, which is not assigned to a Division or location, the Unit (BCC) number and description should be documented via SharePoint showing that the item was transferred from another Department. Include the original location code and the new location to signify a transfer.

- The fixed asset form on SharePoint will be submitted on each item not accounted for or determined to be missing/lost or stolen during a physical inventory. It is the Department Director's responsibility to ensure that a diligent search was conducted for the property. Copies of police reports for stolen property should be included in the inventory package.

(c) Upon submission of the final inventory, the Purchasing and Contracts Division will certify that a physical inventory was conducted and completed. Annually, PCD will notify the County Manager via memo of the inventory results.

(5) Surplus Property: All County property that is obsolete, excess, or no longer needed by the owning Department/Division, to include vehicles, equipment, desks, chairs, tables, office equipment, etc., are to be reported to the Purchasing and Contracts Division for disposition coordination.

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

(a) Responsibility:

(i) Each Department/Division is responsible for notifying the Purchasing and Contracts Division when any tangible personal property is surplus to their needs. Tangible Personal Property Items (with the exception of computer/data processing equipment and rolling stock) must be listed on a Non-rolling Stock Disposition form and submitted to the Purchasing and Contracts Division via SharePoint.

(ii) The Purchasing and Contracts Division is responsible for coordinating the disposal of the personal property. If the item is identified by the Department/Division as usable surplus

materials, the Department/Division will post the items under the classified section in the County Web site as well as market the items for any other Department/Division that may benefit from it. If the Department/Division receives no response to the request, then Department/Division should contact the Property Administrator to arrange the move of the item from the Department/Division to the auctioneer location. Each Department/Division is responsible for the expense associated with the move and for the proper planning of the events.

(b) Transfer of Surplus Personal Property:

(i) The surplus material requires the transferring Department/Division to complete the SharePoint form. Forward the completed form to the Purchasing and Contracts Division, who will verify ownership, description, and BCC# of equipment. Interdepartmental transfers will be completed via email without the need of a form.

(c) Disposition of Surplus County Property:

(i) Property with no salvage value. Department/Divisions with Fixed Assets that are deemed to have no value to the County can be disposed of per the Department Directors discretion. Purchasing and Contracts requires the form via SharePoint be completed prior to any disposal. Items that are of little or no value should be disposed of locally to avoid any transportation cost.

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

Y. REAL PROPERTY.

(1) The Public Works Department is responsible for the sale or purchase of real property for the County. All offers to sell or purchase County real estate shall be forwarded to the Facilities Division.

(2) Surplus Real Property will be disposed of in accordance with applicable Florida Statutes. At the direction of the Public Works Department, the Purchasing and Contracts Division will advertise for bids on County owned surplus real property.

(a) The Purchasing and Contracts Division's responsibility is limited to the bid process. Once a successful bidder has been selected and the sales Contract has been signed, the entire package (including any bid bond) will be turned over to the Public Works Department.

(b) The Public Works Department will coordinate the real estate closing through the County Attorney's office.