

**Seminole County, Florida, Code of Ordinances  
Chapter 220 – Purchasing Code**

Sec. 220.1.	Reserved.	1
Sec. 220.2.	Applicability and exclusions.	1
Sec. 220.3.	Title.	2
Sec. 220.4.	Definitions.	2
Sec. 220.5.	Reserved.	6
Sec. 220.6.	Waiver of requirements.	6
Secs. 220.7-220.11.	Reserved.	6
Sec. 220.12.	Division of purchasing and contracts created; manager of purchasing and contracts.	7
Secs. 220.13-220.14.	Reserved.	8
Sec. 220.15.	Encumbrance of funds.	8
Sec. 220.16.	Unauthorized purchases prohibited.	8
Secs. 220.17-220.40.	Reserved.	8
Sec. 220.41.	Emergency procurements.	8
Sec. 220.42.	Litigation support services.	9
Secs. 220.43-220.98.	Reserved.	9
Sec. 220.99.	Debarment or suspension.	9
Secs. 220.100-220.104.	Reserved.	9
Sec. 220.105.	Authorization.	9
Secs. 220.106-220.110.	Reserved.	10
Sec. 220.111.	Personnel policies and procedures.	10
Sec. 220.112.	Reserved.	10
Sec. 220.113.	Recovery of value transferred or received in breach of ethical standards.	10
Sec. 220.114.	Notice requirements.	10
Sec. 220.115.	Kickbacks.	10
Sec. 220.116.	Prohibition against contingent fees.	11
Sec. 220.117.	Contemporaneous employment prohibited.	11
Sec. 220.118.	Waivers from contemporaneous employment prohibition and other conflicts of interest.	11
Sec. 220.119.	Use of confidential information.	12
Secs. 220.120-220.160.	Reserved.	12
Sec. 220.161.	Design/build authority.	12
Secs. 220.162-220.170.	Reserved.	12
Sec. 220.171.	Surety bonds.	12

**Sec. 220.1. - Reserved.**

**Editor's note** — See the Code Comparative Table.

**Sec. 220.2. - Applicability and exclusions.**

The provisions of Chapter 220 shall apply to contracts for the procurement of supplies, services, and construction, entered into by the County. It shall apply to every expenditure of public funds by the County for public Purchasing irrespective of its source. When the procurement involves the expenditure of Federal or State assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory Federal or State law and regulation, which are not reflected in Chapter 220. All procurement under this Chapter shall comply with all applicable provisions of Chapters 119 and 286, Florida Statutes, regarding Public Records and Government in the Sunshine. Nothing in Chapter 220 shall prevent the County from complying with the terms and conditions of any grant, gift or bequest, which are otherwise consistent with law. Chapter 220 shall not apply to:

(a) Agreements between the Board of County Commissioners and nonprofit organizations or governmental entities including the procurement, transfer, sale or exchange of goods and/or services.

(b) Procurement of direct pay items including: dues and memberships in trade or professional organizations; subscriptions for periodicals; advertisements; postage; expert witnesses; abstracts of titles for real property; closing costs and processing fees for acquisitions; title insurance for real property; water, sewer, and electrical utility services; copyrighted books and videos; and fees and costs of job-related seminars and training, catering service fees, licenses, permits, approved travel expenses for County employees.

(c) Real property.

(d) Goods and/or services given, or accepted by the County via grant, gift or bequest.

(e) Goods purchased with petty cash in accordance with established County procedures.

(f) Purchases from State of Florida State Term Contracts, SNAPS Contract, Pride of Florida, Respect, Public Agencies Cooperative Contracts or Federal GSA Contracts.

(g) Blanket purchase orders issued against an annual bid on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance. Such purchases, transactions, and expenditures shall be authorized by the Purchasing and Contracts Manager or designee.

(h) Items purchased for resale to the general public.

*(Ord. No. 2001-46, § 2, 11-16-01; Ord. No. 2010-9, § 1, 6-22-2010)*

**Sec. 220.3. - Title.**

Chapter 220 shall be known as, and may be cited as, "The Seminole County Purchasing Code." The authority to issue and/or revise this Code (Part 1, Chapter 220) is reserved to the Board of County Commissioners.

*(Ord. No. 2001-46, § 3, 11-16-01)*

**Sec. 220.4. - Definitions.**

The Board of County Commissioners has the authority to make changes to the Purchasing provision contained in the Administrative Code by Resolution. The following definitions provide concise, comprehensive information concerning Procurement terminology.

*Agreement:* The written agreement between County and contractor covering the work to be performed; other contract documents are incorporated in or referenced in the agreement and made a part thereof as provided therein. Whether an Agreement has legal consequences is determined by the provisions of the Uniform Commercial Code of Florida, if applicable; otherwise, by the law of contracts.

*Amendment:* A modification, deletion, or addition to an executed contract or work order, by means of a formally executed document signed by both parties.

*Approved fixed asset amount:* Fixed assets for which the original acquisition cost or value is \$1,000.00 or greater, or per State Statutes, whichever is greater.

*Bid:* A formal written price offer by a vendor to the County to furnish specific goods or services in response to an Invitation for Bids or a multi-step bidding procedure.

*Bid award:* Award of a bid for which funds have lawfully been appropriated by the Board.

*Bid bond:* An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event a selected bidder fails to accept the contract as bid.

*Blanket purchase order:* A purchase order under which a vendor agrees to provide goods or services to a purchaser on a demand basis; the purchase order generally establishes a maximum dollar limit, prices, terms, conditions, and the period covered, with no specified quantities; shipments are to be made as required by the purchaser.

*Board:* The Board of County Commissioners of Seminole County, Florida.

*Business:* Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

*Capital item/equipment:* Tangible Personal Property with normal expected life of one year or more which is not fixed in place and not part of a structure or facility and which is not consumed in use.

*Change order:* A written instrument issued on or after the effective date of the formal written contract or purchase order, which, when duly executed by County and contractor, amends the contract documents to provide for changes in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof. A

change order to a purchase order must be processed for all changes that affect the original dollar amount by an increase of \$50.00.

*Competitive bidding:* The offer of firm bids by individuals or firms competing for a contract, privilege, or right to supply specified services or goods.

*Construction:* The process of building, altering, repairing, improving, or demolishing any public structure or building, or other improvements of any kind to any public real property. It does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.

*Consultants Competitive Negotiation Act (CCNA); Florida Statutes, Section 287.055:* Acquisition of architectural, engineering, landscape architectural, or surveying and mapping services.

*Consulting services:* All other services not included under the definition of professional services for CCNA.

*Contract:*

(1) Deliberate written agreement between two or more competent parties to perform or not perform a specific act or acts,

(2) Any type of agreement, (regardless of what it is called), for the procurement or disposal of goods, services or construction in exchange for money or other consideration.

*Contract types:* The contract types listed below with their major subject content may be utilized as a guide in preparing contracts.

(1) *Payable*—A contract in which the Board issues payments to other parties for goods, services or construction. All payable contracts, except interlocal agreements, must be processed by the Purchasing and Contracts Division and approved by the County Attorney's Office.

(2) *Receivable*—A contract which generates revenue for the Board.

(3) *Master contracts*—A contract that is for a period of more than one year, the terms and conditions of which have been approved by the Board, or its authorized representative, and which involves both "not to exceed" dollar amounts and time frames.

*Contracting officer:* Any person duly authorized, by the provision of the Seminole County Code or the Seminole County Administrative Code to enter into, execute, administer and make written determinations regarding contracts. The term also includes an authorized representative acting within the limits of delegated authority.

*Contractor/other party:* Any person, vendor, business or firm having a contract with the County.

*Cooperative procurement:* A procurement by a public body with one or more other public bodies, for the purpose of combining requirements for the purchase of like goods and/or services in order to increase efficiency and/or reduce administrative expenses.

*County:* Seminole County, Florida, its Board of County Commissioners, and persons duly authorized to act on behalf of the Board.

*Custodian:* The Clerk of the Circuit Court is custodian for all original executed contracts, bids and proposals.

*Design/build:* A single contract with a firm for the design and construction of a capital improvement construction project.

*Designee:* A duly authorized representative of a person holding a superior position.

*Direct payment system:* A system which provides for payment of invoices of miscellaneous purchases as stated in Section 220.2(b) of the Seminole County Code.

*Emergency purchase:* A procurement made in response to certain emergencies or when the delay caused by complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety and welfare of the County and/or its citizens when County property or equipment is endangered or when it is necessary to maintain or restore vital services to prevent noncompliance with Florida Statutes, regulatory laws or permits or to remedy situations which have the potential to cause major financial impact to the County should immediate action not be taken. The affected Department Director, the Purchasing and Contracts Manager and the County Manager may declare an emergency under this Section, based on their level of authority as defined in the Seminole County Administrative Code. Lack of planning, or funding surpluses, do not justify emergency purchases.

*Employee:* An individual whether elected or not, drawing a salary or wages directly from the County, and any noncompensated individual performing personal services for the County or any department, agency, commission, council, board or any other entity established by the County.

*Form or standard contract:* Model or skeletal documents (i.e., contract documents with blank spaces for the insertions of required information) utilized in substantially uniform contractual obligations.

*Formal contract:* Represents a legal obligation on the part of each party to the formal contract, which results from both parties' signatures being affixed to the contract documents and some additional obligation imposed by law. A formal contract does not include direct pay items or procurement card purchases. The County Attorney's Office will be responsible for preparing the final formal contract documents.

*Goods:* Any tangible personal property other than services or real property or any procurement of tangible personal property wherein the submission of service related to installment, review or training is incidental or secondary.

*Grant:* For the purposes of this manual, these are fund transfers made by one party to another (e.g., Federal to state or local government) for the procurement of goods and/or services, that may be undertaken for the purpose of a public interest, benefit, or undertaking, as specified under the terms of the agency granting the use of funds.

*Invitation bids:* All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids for the procurement of construction, goods, and/or services.

*Master agreement:* A continuing contract to retain the services of consultant(s). The authorization for performance of services by the consultant shall be in the form of written work orders issued and executed by the County and signed by the consultant. Signature authority shall be as designated by the Board of County Commissioners in the Seminole County Administrative Code.

*Minority/women business enterprise:* A firm at least 51 percent owned by minority group members, or in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members, which is determined during certification by the State or other certifying governmental agencies. The minority ownership must exercise day-to-day management and control of the business.

*Offeror:* A person who makes an offer in response to a Request for Proposals.

*Originating department/division/office (user agency):* The Department/Division/Office requiring the goods or services and responsible for initiating and managing the contract.

*Payment bond:* A bond required of a Contractor to assure fulfillment of the Contractor's obligation to pay all persons supplying labor or materials in the performance of the work provided for in the contract.

*Performance bond:* A contract of guarantee executed in the full sum of the contract amount subsequent to award by a successful bidder to protect the government from loss due to his/her inability to complete the contract in accordance with its terms and conditions.

*Piggyback:* Is a procedure of procuring goods or services without formal bid procedures via utilizing other public entity's award of an Invitation for Bid or Request for Proposal.

*Procurement:* Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedure intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including Construction projects and capital improvement projects, as defined herein, required by any department or agency of County government regardless of the source of funds or for which payment is made from County funds.

*Professional Services (PS):* A solicitation for responses for CCNA services which include architectural, engineering, landscape architectural, and registered land surveying and mapping services as defined and prescribed under Florida Statutes 287.055.

*Proposal:* An executed formal document submitted by a vendor to the County stating the goods and/or service offered to satisfy the need as requested in the Request for Proposal or Request for Information.

*Public agency:* A public entity subject to, or created by, local ordinance.

*Public Bid Disclosure Act: Florida Statutes, Section 218.50:* The Public Bid Disclosure Act states that any County permits or fees which are not disclosed in the bid or proposal or contract documents shall not be assessed or collected after the contract is let. The County

cannot halt or delay construction in order to collect any permits or fees, which were not provided for or specified in the bidding proposal or contract documents.

*Purchase order:* The County's document used to authorize a purchase transaction with a vendor, which contains provisions for goods and/or services ordered, applicable terms as to payment, discounts, date or performance, transportation and other factors or conditions relating to the transaction. Acceptance of a purchase order by a vendor shall constitute a contract, except in instances in which a purchase order is used only as an internal encumbrance document.

*Services:* The furnishing of primarily labor, time, and/or effort by consultants or contractors, wherein the submission of goods or other specific end products other than reports, studies, plans, advisories, contractual documents, or other documents relating to the required performance is incidental or secondary. This term shall not include employment agreements or collective bargaining agreements.

*Tangible personal property:* Equipment with an original acquisition cost that exceeds the fixed asset amount as set by the Board of County Commissioners in the Seminole County Administrative Code or more, having a normal expected life of one year or more, which are not fixed in place and not an integral part of a structure or facility, and which are not consumed in use.

*Vendor:* One who sells goods or services.

*Warranty:* The representation, either express or implied, that a certain fact regarding the subject matter of a contract is presently true or will be true.

*Work order:* Authorization for performance of professional or consulting services under Master Agreements. Signature authority shall as designated by the Board of County Commissioners in the Seminole County Administrative Code.

(Ord. No. 2001-46, § 4, 11-16-01; Ord. No. 2010-9, § 2, 6-22-2010)

**Sec. 220.5. - Reserved.**

**Sec. 220.6. - Waiver of requirements.**

The Board of County Commissioners may, when deemed to be in the best interest of the County, waive any and all requirements set forth in Chapter 220 and proceed thereafter to take whatever action is deemed to be in the best interest of the County.

(§ 30, Ord. No. 76-15, 6-29-75; § 33, Ord. No. 78-26, 10-24-78; § 1.11, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93).

**Secs. 220.7—220.11. - Reserved.**

**Editor's note** — See the Code Comparative Table.

**Sec. 220.12. - Division of purchasing and contracts created; manager of purchasing and contracts.**

There is hereby created the Division of Purchasing and Contracts within Seminole County and, in said Division, the position of the Purchasing and Contracts Manager who shall be responsible for County purchases and shall have such powers, duties and responsibilities as set forth in Chapter 220, including the authority to approve all purchases and sign those agreements, contracts, work orders, change orders, amendments, and purchase orders for the purchase of goods and/or services governed by the Purchasing Code, the Seminole County Administrative Code and County Manager's Policies and Procedures of Purchasing and Contracting, provided they are in conformance with the law and all applicable rules. The Purchasing and Contracts Manager shall serve as the principal public Procurement official for the County, and shall be responsible for the procurement of supplies, services, and construction in accordance with the Seminole County Purchasing Manual, as well as the marking, recording, and accounting for tangible personal property as defined in the Florida Statutes, Section 274.02. The Purchasing and Contracts Division will also provide procurement services to the U.S. 17-92 Community Redevelopment Agency (CRA) using the approved Seminole County Purchasing Code, Administrative Code, and Manager's Policies, and will have the same authority to execute procurements for the CRA as it currently has for Seminole County. In accordance with Chapter 220, and subject to the supervision of the County Manager's Office, the Purchasing and Contracts Manager shall:

- (a) Administer the central purchasing and contracting system for the County.
- (b) The Purchasing and Contracts Manager may purchase directly, without bid or quotations, from GSA Federal, State or local contracts when the contract expressly permits or if the awarding governmental entity and the vendor agree to allow the County to purchase from those contracts.
- (c) Adopt operational procedures and policies relating to the execution of duties that are in compliance with Chapter 220, and with the appropriate approvals. These procedures are set forth in the Seminole County Administrative Code and the County Manager's Policies.
- (d) Take all necessary action to further the objectives of the County regarding promotion and encouragement of Minority and Women Businesses' participation in the procurement process.
- (e) The Purchasing and Contracts Manager may delegate rights, powers, and authority vested in him/her to subordinate Purchasing and Contracts Division employees, or other County staff, when deemed necessary by the Purchasing and Contracts Manager, provided such staff shall comply with all applicable laws, rules and procedures established by the County.
- (f) All purchasing decisions delegated to Directors and the Purchasing and Contracts Manager specified within this manual are understood to be subject to review authority of the County Manager pursuant to his/her responsibilities granted by the Seminole County Charter.

*(Ord. No. 2001-46, § 5, 11-16-01; Ord. No. 2010-9, § 3, 6-22-2010)*



**Secs. 220.13, 220.14. - Reserved.**

**Sec. 220.15. - Encumbrance of funds.**

No Contracting Officer, except in case of emergency procurements, utilization of authorized procurement cards or purchases of direct pay items shall award any contract, issue any order for delivery on a contract or make any open market purchase until the Finance Division of the Clerk of Circuit Court shall have certified, after pre-audit, that there is a sufficient unencumbered appropriation balance. Direct pay items or procurements card purchases, library books and materials are exempt from the pre-audit, encumbrance process. The Board of County Commissioners may provide, by resolution, exceptions to this requirement.

*(Ord. No. 2001-46, § 6, 11-16-01; Ord. No. 2010-9, § 4, 6-22-2010)*

**Sec. 220.16. - Unauthorized purchases prohibited.**

Except as provided within Chapter 220 or in any resolution adopted under the provisions of the Seminole County Administrative Code, it shall be prohibited for any County employee to order the purchase of any goods or services or make any contract over the approved fixed asset amount within the purview of Chapter 220 other than through the Division of Purchasing and Contracts, unless utilizing an authorized procurement card. County employees will be held accountable for unauthorized purchases and appropriate disciplinary action will be taken pursuant to the Seminole County Personnel Policies and Procedures. The Department committing the unauthorized purchase will document the incident with a memo to the County Manager via the Purchasing and Contracts Manager explaining the details of the unauthorized purchase. These details must include a brief summary of what happened and the corrective action that the Director has taken to prevent unauthorized purchases in the future. The memo shall state any disciplinary action taken and request the County Manager approve the unauthorized purchase if under \$50,000.00. Unauthorized purchases of \$50,000.00 and greater shall be submitted to the Board for approval. Any purchase or contract made contrary to the provisions hereof shall not be binding on the County unless approved by the Board.

*(Ord. No. 2001-46, § 7, 11-16-01; Ord. No. 2010-9, § 5, 6-22-2010; Ord. No. 2011-4, § 1, 2-8-2011)*

**Secs. 220.17—220.40. - Reserved.**

***Editor's note*** — See the Code Comparative Table.

**Sec. 220.41. - Emergency procurements.**

In case of any emergency the County Manager or Deputy County Manager or Purchasing and Contracts Manager, with the concurrence of the County Chairman or Vice Chairman in the Chairman's absence, may authorize emergency purchases in the amounts as authorized by the Board in the Seminole County Administrative Code. The County Manager and Purchasing and Contracts Manager may make or authorize emergency purchases without the concurrence of the County Chairman or Vice-Chairman in amounts as authorized by the Board in the Seminole County Administrative Code and Department Directors may make or authorize emergency purchases in amounts as authorized by the Board of County Commissioners in the Seminole County Administrative Code. An emergency occurs when certain conditions might adversely affect the life, health, safety and welfare of County employees or its citizens, or when County

property or equipment are endangered, or when it is necessary to maintain or restore vital services, to address noncompliance with Florida Statutes or other regulatory laws and permits, or situations which may cause major financial impact to the County should immediate action not be taken.

It shall be the responsibility of all authorized personnel to ensure the emergency purchases are done in accordance with the Seminole County Code, the Seminole County Administrative Code and the Internal Procedures of Purchasing and Contracting. Departmental officials shall not use the emergency purchase procedure to abuse or otherwise purposely circumvent the regular established purchasing procedure. Those delegated the authority to issue emergency purchases are also authorized to waive the bid process within their authority level in the event of an emergency. A report listing all emergency purchases exceeding the mandatory bid limit shall be submitted to the Board at the next regularly scheduled Board meeting.

*(Ord. No. 2001-46, § 8, 11-16-01; Ord. No. 2010-9, § 6, 6-22-2010)*

**Sec. 220.42. - Litigation support services.**

Notwithstanding any other provisions of Chapter 220, the County Attorney may make or authorize others to make procurements of legal and legal support services including expert witnesses, mediation services or other related services where procurement is necessary in the prosecution or defense of any matter in a legal proceeding. The Purchasing and Contracts Manager and the Board of County Commissioners shall be notified as soon as practicable after exercise of litigation procurement authority.

*(§ 1, Ord. No. 93-3, 4-5-93; § 2, Ord. No. 97-44, 10-28-97; Ord. No. 2010-9, § 7, 6-22-2010)*

**Secs. 220.43—220.98. - Reserved.**

*Editor's note* — See the Code Comparative Table.

**Sec. 220.99. - Debarment or suspension.**

Bidders may be debarred or suspended in accordance with criteria and procedures specified in the Administrative Code.

*(Ord. No. 2001-46, § 9, 11-16-01)*

**Secs. 220.100—220.104. - Reserved.**

*Editor's note* — See the Code Comparative Table.

**Sec. 220.105. - Authorization.**

Procedures for protesting bids or contracts awards shall be stated in the Administrative Code.

*(Ord. No. 2001-46, § 10, 11-16-01)*

**Secs. 220.106—220.110. - Reserved.**

*Editor's note* — See the Code Comparative Table.

**Sec. 220.111. - Personnel policies and procedures.**

All County employees shall comply with the provisions set forth under Section 100, Code of Conduct, of the Seminole County Personnel Policies and Procedures Manual.

*(Ord. No. 2001-46, § 11, 11-16-01)*

**Sec. 220.112. - Reserved.**

*Editor's note* — See the Code Comparative Table.

**Sec. 220.113. - Recovery of value transferred or received in breach of ethical standards.**

(a) *General Provisions:* The value of anything transferred or received, in breach of the ethical standards of Chapter 220 by an employee or a nonemployee, may be recovered from both employee and nonemployee.

(b) *Recovery of Kickbacks by the County:* Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor, in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County, and this amount will be recoverable from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

*(Ord. No. 2001-46, § 12, 11-16-01)*

**Sec. 220.114. - Notice requirements.**

If a contract is funded, in whole or in part, by the U. S. Environmental Protection Agency, the Purchasing and Contracts Manager shall:

(a) Inform EPA's project officer in writing of any violations of law or standards of conduct related to the EPA-funded project, and any prosecution or disciplinary actions taken by the County.

(b) Cooperate with Federal officials in any prosecution or disciplinary action.

*(Ord. No. 2001-46, § 13, 11-16-01; Ord. No. 2010-9, § 8, 6-22-2010)*

**Sec. 220.115. - Kickbacks.**

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

(b) *Contract Clause.* The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation. Awarded contractors and County employees shall agree they will not engage in any action that would create a conflict of interest in the performance of their obligation with the County or would violate or cause others to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government or pursuant to Section 216.347, Florida Statutes, monies received from the County pursuant to an awarded contract shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

(1) All County contracts or agreements with any person or entity, public or private, shall contain a provision which obligates the person or entity contracting with the County not to cause any ethical violation by a County officer or employee and providing for the County to unilaterally terminate the contract in such an event.

(c) *Gifts.* When dealing with vendors who can supply the County with goods or services, the acceptance of gifts at any time, other than advertising novelties of nominal value (less than \$25.00) is prohibited. Acceptance of elaborate entertainment (over \$25.00) is also prohibited. The value of gifts and entertainment that is acceptable is pursuant to the Personnel Policy. Employees must not become obligated to any suppliers or vendors and shall not conclude any County transaction from which they may personally benefit. No employee of the County shall obligate the County whereby said employee may derive income or benefits other than those provided as remuneration from the County for their employment.

*(Ord. No. 2001-46, § 13, 11-16-01)*

**Sec. 220.116. - Prohibition against contingent fees.**

It shall be unethical for a person to be retained, or to retain a person to solicit or secure a Seminole County contract for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

*(Ord. No. 2001-46, § 13, 11-16-01)*

**Sec. 220.117. - Contemporaneous employment prohibited.**

It shall be unethical for any County employee to become or to be the employee of any other person or entity contracting with Seminole County.

*(Ord. No. 2001-46, § 13, 11-16-01)*

**Sec. 220.118. - Waivers from contemporaneous employment prohibition and other conflicts of interest.**

The County Manager may grant a waiver to the employee conflict of interest provision or the contemporaneous employment provision upon making a written determination that:

(a) The contemporaneous employment or financial interest of the County employee has been publicly disclosed;

(b) The County employee will be able to perform his or her procurement functions without actual or apparent bias or favoritism; and

(c) The award will be in the best interest of the County.

*(Ord. No. 2001-46, § 13, 11-16-01)*

**Sec. 220.119. - Use of confidential information.**

It shall be unethical for any employee or former employee to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain or any other person.

*(Ord. No. 2001-46, § 13, 11-16-01)*

**Secs. 220.120—220.160. - Reserved.**

*Editor's note* — See the Code Comparative Table.

**Sec. 220.161. - Design/build authority.**

The Purchasing and Contracts Manager is authorized to determine if a County project shall be design/build and performed by a professional as defined in Section 287.055, Florida Statutes.

*(Ord. No. 2001-46, § 14, 11-16-01; Ord. No. 2010-9, § 9, 6-22-2010)*

**Secs. 220.162—220.170. - Reserved.**

**Sec. 220.171. - Surety bonds.**

The Purchasing and Contracts Manager, or designee, is responsible for insuring that surety bonds are maintained. Before commencing work on the construction of a public building or repairs upon a public building or public work, the contractor shall deliver to the County a payment and performance bond which will be recorded in the public records of the County. The bond must state the name and principal business address of both the principal and the surety and must contain a description of the project sufficient to identify it.

Performance bonds for subdivisions do not need to be recorded in the public records of the County.

*(Ord. No. 2001-46, § 15, 11-16-01; Ord. No. 2010-9, § 10, 6-22-2010)*

