

PREFACE

This manual contains instructions regarding policies, procedures, and practices for the procurement of commodities, equipment and services. It represents the administrative framework to implement the procurement policy of the Board of County Commissioners (Board) as embodied in the Purchasing Ordinance.

The instructions are for the guidance of all personnel who participate in the actions and decisions relating to procurement to give them a more complete understanding of purchasing and materials management policies, procedures and practices.

The intent of issuing this manual is to serve a twofold purpose: first, as a basis of uniformity and efficiency in the procurement of commodities, equipment and services, and secondly, as means of training for County personnel. Furthermore, this manual is to address purchasing issues affecting Pinellas County; however, in those instances where such may not be specifically addressed herein, the Board, County Administrator, Purchasing Director, and Department Directors shall, at their discretion, exercise an appropriate decision in the best interest of the County.

Additionally, the County Administrator shall have the authority to make changes to the operating procedures necessary to effectively implement the policy direction of the Board. The Board shall approve any policy changes, i.e., threshold amounts and County Code.

This manual serves as a guideline and is subject to change periodically. We would like to encourage any suggestions to improve the effectiveness of the purchasing and assets management process. Should you have any substantive suggestions, please contact the Purchasing Department at (727) 464-3311.

County Administrator

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PURPOSE OF THE MANUAL

I. The purpose of this manual is to:

- A. To provide general purchasing policies, procedures technical information, instructions and methods for conducting all operations of one department for professional and support personnel in order to obtain the highest possible degree of proficiency and efficiency in all areas of department responsibilities.
- B. To define and distribute to all personnel reasonable and measurable performance standards to provide reliable a database for internal and external audits of department operations in an efficient, effective and economical manner.
- C. To provide general orientation and procedural guidelines for department personnel to support more cost effective department management and services as desired by Pinellas County.
- D. To assist department personnel in learning and executing more effectively all Department objectives, duties, and professional responsibilities with regard to the purchase of products and services required by Pinellas County.
- E. To provide a standard outline of the principles, policies, and practices to be used in performing all purchasing procedures as agents of the County.
- F. To increase public notice of bid opportunities to promote more inclusion in appropriate purchasing activity for all competitive business owners who provide a commercial useful product or service typically purchased by Pinellas County.

II. The manual is designed to:

- A. Provide employees who work in Purchasing with an understanding of their responsibility, objectives, limitations, and duties within the framework of the County's organization.
- B. Acquaint all employees with the purpose and functions of the Purchasing Department.
- C. Convey to employees and through them to vendors, a clear understanding of the County's purchasing policies and methods.
- D. Outline the practices, principles, and procedures to be followed in the performance of the purchasing function.
- E. Establish reasonable standards against which the Internal Audit Department and outside auditors can measure the performance of the department's functions.

PURCHASING DEPARTMENT OBJECTIVES

The objectives of the Purchasing Department are:

1. To procure commodities and services of the right quality in the proper quantity at the right time from the proper source, at a competitive price.
2. To conserve public funds by reducing costs and improving the quality of materials purchased.
3. To reduce the overhead costs of buying by improving operations and procedures.
4. To reduce the volume and streamline the flow of paperwork.
5. To improve the speed of delivery to originating departments by predetermining, through contracts or other appropriate means, the source of supply before the actual need for a particular material becomes known.
6. To achieve a higher degree of cooperation and coordination with originating departments.
7. To maintain accurate records and controls.
8. To develop good supplier relationships in order to create positive attitudes and to promote the desire to furnish the County with new ideas and commodities, as well as better prices and services.
9. To maintain, encourage, and expand participation in cooperative purchases with other governmental entities.
10. To comply with the County's policy relevant to the procurement of recycled products.

SECTION 1

BOARD OF COUNTY COMMISSIONERS (BOARD) PURCHASING POLICY

1.0 PURPOSE

It is the purpose of this section to establish general policies and procedures with regard to the purchase of commodities and services.

1.1 SCOPE

These policies apply to all departments in the County.

1.2 POLICY

- A. The Board of Pinellas County, Florida, recognizing the constitutional and statutory duties to faithfully represent the citizens and residents of Pinellas County in a manner most beneficial to said citizens and residents, and being desirous of adopting purchasing policies consistent with the laws of the State of Florida for the efficient and most cost effective procurement of materials and services, does hereby adopt the policies and procedures put forth in this manual. Only the Board may modify policy related to the procurement of goods and services. The County Administrator may approve procedures written from Board adopted policy. This manual applies to all entities that come under the jurisdiction of the Board, and may be adopted on a case-by-case or universal basis by any Constitutional Officer availing himself or herself of the Board's Purchasing Department services.
- B. It is recognized that the authority to procure equipment, commodities and services rests with the Board:
 - 1. The method for acquiring equipment, materials, commodities and services costing more than **\$100,000** in a fiscal or calendar year is by sealed competitive bidding except as noted in **paragraph 3**.
 - 2. The method for acquiring equipment, materials, commodities and services costing less than \$100,000 in a fiscal or calendar year is by quotation either written or non-written or informal request for proposal.
 - 3. Exceptions to the utilization of the sealed bid procedure are as follows and are dealt with, in sections of this manual as indicated.
 - a) Contracts for Designated Professional Services. (See Section 10)
 - b) Service and Purchase Contracts below **\$100,000** in a fiscal or calendar year. (See Section 3)
 - c) Emergency Purchases
 - d) Non-competitive and Sole Source Purchases.

1.2 POLICY - Continued

4. The only exceptions to the policy of seeking prior Board approval are:
 - a. Emergency Purchases (Section 1.5, page 3)
 - b. Used Equipment or Items purchased at auction (Section 1.6, page 3).
5. A Purchasing Department, performing under the supervision of the County Administrator has been established. The Department consists of a Director, Assistant Director, and staff. Purchasing has the responsibility for administering the policies and procedures as established in this manual. The Director of Purchasing is hereby empowered by the Board to make awards for purchases up to **\$100,000** in a fiscal or calendar year. The County Administrator is hereby empowered to make awards for purchases exceeding **\$100,000** but not exceeding **\$250,000** in a fiscal or calendar year. For multi-year contracts, the signature authority is based on an average aggregate expenditure for the entire multi-year contract term.

1.3 AWARD OF BID/PROPOSAL

Awards shall be made to the lowest responsive and responsible bidder or offerer providing the best value whose bid or proposal complies with the specifications in all material aspects, requirements, or criteria set forth in the invitation to bid or request for proposals and/or is in the best interest of the County. The County may opt to refuse award of all bid/proposal responses if not in the County's best interest.

1.4 REJECTION OF BIDS

- A. For bids not awarded, that are rejected in total due to budget or other constraints, the Director of Purchasing shall have authority to reject bids up to \$100,000. The County Administrator shall reject all other bids exceeding \$100,000.
- B. For Bids awarded by the Board, County Administrator or Director of Purchasing, there may be a recommendation for rejection of any specific bid submitted which is not in compliance with the specifications (non-responsive) for the commodities or services or does not best serve the interest of the County (non-responsible). **The Director of Purchasing shall have the authority to reject bids up to \$100,000 in a fiscal or calendar year. The County Administrator shall have the authority to reject all bids or parts of bids at any stage of the procurement process through the award of a contract.**
- C. If the lowest **and most responsive bid and responsible bidder** exceeds the budgeted amount and additional funds are not available, bids may be rejected and the Director of Purchasing shall solicit new bids after changes are made in the specifications to bring the cost within the funds available.

1.5 **EMERGENCY PURCHASES**

- A. Definition of Emergency: An immediate need for equipment, services, or commodities, the lack of which would cause a disruption of essential operations where the protection or preservation of public properties would not be possible through normal purchase procedures, or where there exists a threat to public health, welfare or safety.
- B. To meet an emergency condition, which requires immediate purchase of equipment, commodities or services, the Administrator shall be empowered to authorize the Director of Purchasing to secure by open market procedures, equipment, commodities or services regardless of the amount of the expenditures.

A **written explanation** of the circumstances of an emergency purchase in an amount in excess of **\$250,000 will be confirmed by** the Board, which will then be recorded in the minutes of the Board and be open for public inspection. See Emergency Procedures Section 3.6.

1.6 **PURCHASE OF USED EQUIPMENT, COMMODITIES OR ITEMS BEING PURCHASED AT AN AUCTION:**

The purchase of used equipment shall not be competitive unless it is possible to compare like attributes for a fair and open competitive process. A written explanation as to the advantage to the County of having made a purchase of used and/or auction items which exceed the **\$250,000** will be approved by the Board.

The County Administrator has the authority to make purchases of used equipment greater than **\$100,000** but less than **\$250,000** in a fiscal or calendar year.

The Director of Purchasing has the authority to make purchases of used equipment up to **\$100,000** in a fiscal or calendar year.

1.7 **COOPERATIVE PURCHASING AND GOVERNMENT CONTRACTS**

Cooperative Purchasing

- A. The definition of Cooperative Purchasing is when two or more public entities combine their purchase requirements to obtain lower prices through volume buying and reduce administrative costs. The objective of cooperative purchasing with other public entities is to provide the County with the following advantages:
 - 1. better prices due to larger volumes;
 - 2. better quality due to improved competitive specifications; and
 - 3. savings in time and administrative cost, since only one entity prepares and issues the invitation for bids.
- B. The requisitioning department's requirement may be fulfilled by procuring commodities or services from contracts made available by the State and Federal Government or other governmental entities (Piggyback). When requirements are purchased from such contracts, the Purchasing and Department Directors or designees must determine whether such commodities or services meet the County's requirements relative to price and quality resulting in the best value. In addition, County expenditure requirements

should not normally exceed the expenditure requirements of the governmental entity contract being utilized. If County expenditure requirements are going to exceed the perspective agency contract to be utilized, it may be best to initiate a County competitive process to maximize economy of scale.

1.8 PURCHASES UNDER THE ABILITIES, RESPECT AND OTHER MANDATED PROGRAMS

Notwithstanding any provisions of the Pinellas County Code, Chapter 2 of this Purchasing Manual, the County Department shall comply with Chapters 287, 413, 946, and 951, Florida Statutes, in all applicable purchases. Where it is deemed to be in the best interest of the County, or necessitated by the incapacity of the applicable workshop to adequately or timely respond to the County's purchase needs, the Director of Purchasing or the Office of the County Attorney are authorized to seek a waiver from the statutorily mandated purchases.

1.9 LATE BID/PROPOSAL SUBMITTAL

ALL BIDS/PROPOSALS MUST BE RECORDED (CLOCKED-IN) IN THE PURCHASING DEPARTMENT, 400 SO. FT. HARRISON AVENUE, 6TH FLOOR ANNEX, CLEARWATER, FLORIDA, 33756 ON OR BEFORE THE TIME AND DATE INDICATED ON THE BID DOCUMENT. The responsibility for submitting bids/proposals to the Purchasing Department is solely that of the bidder. Pinellas County will not be responsible for delays in mail delivery or delays caused by any other occurrence. LATE BIDS WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.

SECTION 2

DUTIES AND RESPONSIBILITIES OF THE PURCHASING DEPARTMENT

2.0 PURPOSE

It is the purpose of this section to establish general policies and procedures with regard to the purchase of commodities and services.

2.1 SCOPE

These policies apply to all members of the Purchasing Department.

2.2 RESPONSIBILITIES AND FUNCTIONS

- A. The Purchasing Department, under the Director of Purchasing, is responsible for developing and administering purchasing policies, initiating reports necessary to permit analysis of purchasing performance, processing bids, consolidating purchases of like or common items, analyzing prices paid for equipment, commodities and services, and generally defining how to obtain savings and to coordinate purchasing procedures. The Director of Purchasing is charged with the responsibility of seeing that all purchases are made legally and ethically. The Director of Purchasing has the authority to make awards up to specified delegated limits.
- B. Specific Functions Include:
 - 1. Develop purchasing objectives, policies, programs and procedures for the acquisition of equipment, materials, commodities and services.
 - 2. Coordinate purchasing procedures with other departments and County officers.
 - 3. Act as County representative on all matters pertaining to purchasing.
 - 4. Initiate reports necessary for analysis of Purchasing Department performance.
 - 5. Assist departments and agencies in preparing specifications for equipment, materials, commodities, and services.
 - 6. Assist departments in administration of contracts and cure process when applicable.
 - 7. Consolidate purchases of like or common items to obtain maximum economic benefits.

2.2 **RESPONSIBILITIES AND FUNCTIONS** – Continued

8. Promote goodwill between the County and its suppliers.
9. Prepare and submit annual operating budgets for the Purchasing Department.
10. Act as a servicing agency for the Constitutional Officers and other non-Board County agencies. Constitutional Officers and non-Board agencies must adhere to Board of County Commissioner Purchasing Policies and Procedures when processing their purchasing needs through the Board Purchasing Department.
11. Provide assistance and services as possible or necessary to the Constitutional Officers and other non-Board County agencies for the procurement of goods and service.

2.3 **ADMINISTRATIVE POLICIES**

- A. **ALL REQUESTS FOR BIDS, QUOTES, AND PURCHASES MUST BE MADE BY THE PURCHASING DEPARTMENT EXCEPT AS LISTED BELOW.** This excludes constitutional officers; however, Constitutional Officers are invited to use the Purchasing Department to meet their requirements.
 1. The negotiation for lease or acquisition of real property.
 2. Small purchases valued less than **\$5,000.**
 3. The acquisition of Utility Systems (i.e. municipal systems).
- B. Vendors should be afforded equal opportunity to submit bids and/or quotations and are to compete on equal terms, ensuring sufficient competition for County purchases.
- C. It is the intent of the County to buy only from suppliers who have adequate financial strength, high ethical standards and a record of adhering to specifications, maintaining shipping promises and giving a full measure of service. The Purchasing Department shall buy at the lowest and best cost consistent with the quality needed to meet the requirements of the County.
- D. The County strives to maintain strong and enduring relationships with vendors of proven ability and those who desire to meet its needs. To accomplish this, purchasing activities will be conducted so that vendors will place a high value on County business and make every effort to meet these requirements on the basis of quality, service and price.

2.3 **ADMINISTRATIVE POLICIES** – Continued

- E. Conduct and business relations with sales representatives will be as follows:
1. **Departments may contact vendors to obtain product or service information and budgetary prices only. Departments, however, are not authorized to obtain competitive quotes or bids from vendors.**
 2. Departments interviewing sales representatives regarding details of their products should record specific information relating to such visits.
 3. During interviews with sales representatives no one may commit **themselves** or obligate the County for any product or service (financially or otherwise), or provide information regarding performance or price which might in any way give one vendor an advantage over another vendor. Such action could compromise the intent or integrity of a competitive process, the County or its representatives.
 4. Provide all sales representatives a full, fair, prompt and courteous hearing.
 5. Keep competition open and fair.
 6. Keep specifications clear, open and competitive.
 7. Cooperate with the vendor and consider any difficulties expressed.
 8. Have consistent purchasing policies and principles.
 9. Keep free from obligation to any vendor.
- F. Cooperation and understanding between departments is essential to the effective operation of the purchasing process. Close liaison must be established between the departments and the Purchasing Department in order to maintain an efficient and economical purchasing process.
- G. **The preparation of specifications for technical equipment, plans or designs is normally the responsibility of the requesting departments. However, the Purchasing Department will provide assistance, when requested. The Purchasing Department has full authority to question the quality, quantity, competitive nature and kind of items requisitioned in order that the best interests of the County be served. No specification will be changed or modified by the Purchasing Department without coordination with the requesting department.**

**CHANGES IN AUTHORITY LIMITS WITH PURCHASING ORDINANCE REVISIONS
IMPLEMENTED FEBRUARY 11, 2014**

AUTHORITY	PREVIOUS EXPENDITURE LIMITS	REVISED EXPENDITURE LIMITS	ACTION
Originating Department	\$2,000	\$5,000	Purchasing Card
Originating Department	Unlimited	No Change	Contract Release for Contracted Commodities/Services Against Master Purchase Order Previously Approved
Purchasing Department	Exceeding \$2,000 - \$10,000 (In a fiscal or calendar year)	Exceeding \$5,000 - \$50,000 (In a fiscal or calendar year)	Informal Quotes (telephone or written) - Director of Purchasing/Designee Approves
Purchasing Department	Exceeding \$2,000 - \$100,000 (In a fiscal or calendar year)	Exceeding \$50,000 - \$100,000 (In a fiscal or calendar year)	Competitive Written Quotes, - Director of Purchasing/Designee Approves
County Administrator	Exceeding \$25,000 - \$100,000 (Aggregate contract value)	Exceeding \$100,000 - \$250,000 (In a fiscal or calendar year)	Formal Competitive Bids/Proposals - County Administrator Approves
Pinellas County BCC	Exceeding \$100,000 (Aggregate contract value)	Exceeding \$250,000 (In a fiscal or calendar year)	Formal Competitive Sealed Bids/Proposals, Legal Advertisements - Board Approves
Pinellas County BCC	Change Orders to original contract amount approved by BCC	Approved by the County Administrator capped at 10% of the award amount or \$250,000, whichever is less	May be approved by the County Administrator per 2-62 of Code

SECTION 3

METHODS OF SOURCE SELECTION

3.0 **PURPOSE**

To provide policies and procedures for the selection of sources.

3.1 **SCOPE**

These policies and procedures will cover the following methods of source selection:

- a. Small Purchases (Quotations)
- b. Competitive Sealed Bids
- c. Competitive Sealed Request for Proposal (RFP)
- d. Emergency Purchases
- e. Sole Source/Non-Competitive Purchases
- f. Purchasing Card (See Chapter 18)

3.2 **APPROVAL THRESHOLDS**

The Director of Purchasing through delegated authority is authorized to purchase or contract for equipment, commodities and services for County purposes when the amount to be paid by the County does not exceed **\$100,000** in a fiscal or calendar year. The County Administrator is authorized through delegated authority for purchases exceeding **\$100,000** in a fiscal or calendar year, **but not exceeding \$250,000** in a fiscal or calendar year. The Board approves all purchases exceeding **\$250,000** in a fiscal or calendar year. **FOR MULTI-YEAR CONTRACTS, WHEN THE ANNUAL AMOUNT IS NOT SPECIFIED, SIGNATURE AUTHORITY IS BASED ON THE AVERAGE YEARLY EXPENDITURE OVER THE CONTRACT TERM. THIS APPLIES FOR ALL AUTHORITIES (PURCHASING DIRECTOR/ADMINISTRATOR/BOARD).**

3.3 **SMALL PURCHASES (QUOTATIONS)**

- A. The Director of Purchasing, will obtain multiple competitive quotations whenever possible **EXCEPT** for small purchases under \$5,000, which are exempted per County Code Section 2-179.
- B. For purchases **exceeding Five Thousand Dollars (\$5,000)**, the Director of Purchasing may solicit either oral or written quotations from the open market and shall use available current vendors and suppliers price lists. If at least two (2) quotations are not possible, the Director of Purchasing or designee, will make a written determination of vendor source and shall document these transactions for the purchasing file.

3.4 COMPETITIVE SEALED BIDS

A. Policy

1. All purchases or contracts except, as provided below, when the sum is in excess of **one hundred** thousand dollars (**\$100,000**) and above in a fiscal or calendar year shall be by Invitation to Bid. The Board shall make award, if the value, in a fiscal or calendar year, exceeds \$250,000 on the basis of lowest **responsive and responsible bidder**.
2. The **Director of Purchasing** shall maintain a posting via the internet, accessible to the public where all advertisements for bids and/or bid tabulations may be posted.
3. All requirements necessitating bidding shall be accompanied by a purchase requisition or memo from a Department Director. Authentication of this letter by the Department Director or authorized **designee attests the availability of funds and provides approval to initiate the purchasing process**.
4. Exceptions to competitive award methods include:
 - a. **Other Governmental Agency Contracts** - The Director of Purchasing **procures** commodities, materials, equipment **and services** from the State of Florida, Federal Government (GSA) and other governmental **entity** contracts **when deemed to be in the best interest of the County**.
 - b. **Emergency Purchases** (See Section 3.6)
 - c. **Non-competitive Purchase/Sole Source Purchase** - (See Section 3.7)

B. Procedures

1. On the time and date specified, Invitations to Bid will be opened and recorded. **Bids will not be accepted after the time set for the bid opening.** The official clock for recording time is the bid time clock located in the Purchasing Department. Tabulations will be available for review by anyone interested, at an appropriate time as determined by the Director of Purchasing and/or Florida Statute.
2. The Director of Purchasing and department director(s) or their designees, will review the bids and recommend to the appropriate authority, the vendor(s) to receive the award on the basis of **being the lowest responsive and responsible bidder meeting specifications**.
3. After a bid has been opened, a bidder is not permitted to withdraw or alter their bid, or deposit.
4. **TIE-BIDS:** In the event two (2) or more vendors have submitted the lowest responsive, responsible bids, price and other elements considered, the bids shall be awarded by first: to a local bidder/proposer with the firm headquartered in geographical Pinellas County. If no firms are deemed local, then award shall be made by second: drawing lots in public. A local firm is defined as a firm that has its headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative and principal place of business.

3.4 COMPETITIVE SEALED BIDS - Continued

5. For non-agreement purchases requiring Board approval, the date the Board formally approves the bid or proposal is the effective date unless otherwise indicated by the Board. In the case of an option of term extension, the effective date of the extension will be the date following the expiration of the previous term.
6. For agreements, the date entered in the text portion of the contract will be the effective date. If no date is indicated, the date the contract is fully executed will be the effective date.
7. After approval of the award by the Board, the County Administrator or Director of Purchasing or designee will notify the successful bidder. The normal means of notification is by Internet Website or issuance of a purchase order; however, the Director of Purchasing will notify the successful bidder of the award by the most expedient and practical means available.

3.5 COMPETITIVE SEALED PROPOSALS, REQUESTS FOR QUALIFICATIONS (RFQ), REQUESTS FOR NEGOTIATIONS (RFN) ("Proposals")

Policy

1. Sealed Request for Proposals (RFP) are a procurement method utilized when due to the uniqueness of the need, a bid is not appropriate. RFP's, RFQ's and RFN's are established around general guidelines and a conception of the need, rather than a firm specification. These competitive procurement alternatives should in general only be used when specific specifications/scope of work does not exist in a form that can compare equal attributes such as in an Invitation To Bid process.
2. The effective difference with a competitive sealed bid is that once the judgmental evaluation is compiled, the award is made on a purely objective basis to the lowest responsive and responsible offerer. Under competitive sealed request for proposals, the quality of competing products or services may be compared and judged according to evaluation criteria and trade-offs can be made between the price and quality of the products or service offered.

Procedures

1. The Director of Purchasing assigns the competitive procurement process to a Procurement Analyst (PA) to review for clarity and completeness.
2. The PA schedules key events and dates for the request for proposal review and issuance, public notice, the pre-proposal conference, the proposal opening, evaluation, Board approval, and the preparation of the purchase order and/or contract (see Section 4).
3. The PA reviews the requirements and prepares the request for proposal package, contract review form, and bidders mailing list for review by the Director of Purchasing.
4. The request for proposal package and bidders list are submitted to the Director of Purchasing and to the originating department for approval.

3.5 COMPETITIVE SEALED PROPOSALS, REQUESTS FOR QUALIFICATIONS (RFQ), REQUESTS FOR NEGOTIATIONS (RFN)

Procedures – Continued

5. The PA issues proposal packages to all vendors on the bidders mailing list.
6. A pre-proposal conference with vendors may be beneficial, depending on the complexity of the specifications or scope of work to be performed. When pre-proposal conferences are held, the PA should prepare a summary of the meeting. If material changes are made to the competitive proposal document, the PA must prepare an addendum and issue it to all vendors who have received a request for proposal. The addendum will be posted on the Purchasing Department web site.
7. Proposals arriving in Purchasing before the opening date and time are filed until opened. All proposals received are date stamped, numbered, and recorded on the register of proposals.
8. Competitive proposals are opened publicly, in the presence of two or more witnesses, at the time, date, and place designated in the request for proposal. The name of each offeror is read aloud; **pricing, is not announced at an opening for a competitive proposal.**
9. The PA, in cooperation with the originating department, evaluates the competitive proposals, providing a ranking of firms.
10. The PA coordinates with the originating department when necessary, discussion with those vendors submitting proposals that are acceptable from a competitive range and ranking standpoint. The PA, and/or requesting department conducts discussions with offerors to promote an understanding of the County's requirements and the offeror's proposal and to facilitate arriving at a contract that will be most advantageous to the County, taking into consideration price and other evaluation factors set forth in the request for proposals.
11. When discussions/negotiations are held, the PA schedules a date and time for the vendor(s) to submit best and final offers.
12. When the evaluation of the best and final offers are completed, the PA, in cooperation with the originating department, prepares a written recommendation for award for review by the Director of Purchasing.
13. The recommendation for award is reviewed by the Director of Purchasing and submitted for approval and award from the appropriate authority.
14. Upon approval of the proposal, the PA issues a notice of award and requests any required insurance certificates, bonds or other contractual documents from the vendor.
15. Upon receipt of these documents, the purchase order and/or contract is prepared, signed, and issued.

3.6 EMERGENCY PURCHASES

- A. Definition of Emergency: An immediate need for equipment, services, or commodities, the lack of which would cause a disruption of essential operations where the protection or preservation of public properties would not be possible through normal purchase procedures, or where there exists a threat to public health, welfare or safety.
- B. To meet an emergency condition, which requires immediate purchase of equipment, commodities or services, the Administrator shall be empowered to authorize the Director of Purchasing to secure by open market procedures, equipment, commodities or services regardless of the amount of the expenditure(s). Purchases exceeding \$250,000 must be filed with and entered into the minutes of the Board.
- C. The Pinellas County Comprehensive Emergency Management Plan provides in Table F, Section 6 "Emergency Ordinances" for deviation from established procedures. There are three ordinances No's. 95-36A through 95-36C which allow "... Pinellas County to declare a state of local emergency and to waive the procedures and formalities required of political subdivisions by law pertaining to":
 - 1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community.
 - 2. Entering into contracts.
 - 3. Incurring obligations.
 - 4. Employment of temporary and permanent workers.
 - 5. Utilization of volunteer workers.
 - 6. Equipment rental
 - 7. Acquisition and distribution, with or without compensation, of commodities, materials and facilities.
 - 8. Appropriation and expenditure of public funds.

This section establishes specific guidelines with regard to procurement of essential commodities, equipment, materials and services under a declared emergency preparedness incident solution declared an emergency in accordance with the Pinellas County Emergency Management Plan. The Director of Purchasing will procure essential commodities, equipment, materials and services during emergency disaster situations and will coordinate with the County Administrator or designee, appropriate department, and the Pinellas County Emergency Management Team. In this event, all measures reasonably possible under the circumstances shall be taken to assure the maximum cost benefits are made to the County for commodities and services procured.

The Director of Purchasing shall have the authority to either reduce the number of days required for competitive sealed bids/proposals without public notice, or eliminate the requirement for competition altogether based on the emergency situation. An emergency period may be in affect for a ninety (90) day period of each emergency natural disaster declaration and/or in accordance with the designated time frame Federal Emergency Disaster requirements.

3.6 **EMERGENCY PURCHASES** - Continued

- D. In the event of an emergency during non-working hours, the department director is authorized to make purchases without competitive bids to protect the health, safety, welfare, or property of the County or any of its citizens through the authorization of the County Administrator. Departments should make every effort, depending on the circumstances for competition.

Where feasible, emergency purchases of \$100,000 or greater should be approved by the County Administrator or designee prior to actual procurement of commodities, materials, equipment or services.

Following each emergency purchase made under the provisions of this section, a report shall be prepared, with complete documentation, clearly stating the justification for an exception from the normal purchasing procedures and submitted to the Director of Purchasing within a 72-hour period after the occurrence. The purchase amount will determine the final approval authority and/or ratification thereof. The Purchasing Department will prepare the essential paperwork for obtaining appropriate approval authority (e.g., Board, County Administrator, Director of Purchasing).

- E. A **written explanation** of the circumstances of an emergency purchase in an amount in excess of **\$250,000 will be confirmed by** the Board, which will then be recorded in the minutes of the Board and be open for public inspection.
- F. Approval for Emergency Purchases under \$250,000 will be approved in accordance to the established authorized thresholds (See Section 2).

3.7 **SOLE SOURCE/NON-COMPETITIVE PURCHASES**

Sole Source and Non-competitive negotiations may be used as a procurement method for purchases of products or services when available from only one source (Sole Source), or when it is determined by the Director of Purchasing that there is only one practicable and reasonable source wherein competitive bidding is not feasible or not advantageous to the County (Non-competitive).

Sole Source purchases (except for proprietary software purchases, in most cases) at or above the bid threshold of \$100,000 must be publicly advertised per procedure.

Definition of Sole Source Purchase – A Sole Source purchase exists when research has determined there is only one potential provider for an item. Proprietary software, due to its closed source code and inability to foster competition, does not require the same level of scrutiny as other sole source purchases, i.e. public advertisement. Research via communication between the firm and the County confirming the closed nature of source code is usually ample justification to proceed accordingly.

3.7 **SOLE SOURCE/NON-COMPETITIVE PURCHASES** - Continued

Definition of Non-Competitive Purchase – A Non-Competitive purchase exists when it is advantageous to the County to declare a purchase non-competitive because it will result in verifiable financial savings to the County, is a trial or pilot program, or utilizing a competitive process will be detrimental to timely securing the goods or services. More than one potential supplier may exist for a good or service. The Purchasing Department, in conjunction with the requesting department will document the advantages of declaring the purchase non-competitive. Taking this into consideration, therefore, only one reasonable and practicable source exists to supply a particular good or service. Such advantages may include but not be limited to: uniqueness, vendor qualifications, timeliness of purchase, etc.

The Purchasing Department and/or the originating department should negotiate with a sole source/non-competitive provider under the following circumstances/examples:

- a. The needed product or service is available from only one known source, and such determination has been made by the Director of Purchasing. (Sole Source Purchase)
- b. The product or service is wanted for experimental trial/pilot or testing. (Non-competitive Purchase)
- c. The product is purchased for resale. (Non-competitive Purchase)
- d. Additional products or services are needed to complete an ongoing task. (Non-competitive Purchase)
- e. A product or service is purchased from, or a sale is made to, another unit of government.
- f. The product is a component or replacement part for which there is no commercially available substitute and when can be purchased only from the manufacturer, sole distributor or provider. (Sole Source Purchase)
- g. The needed product or service may be available from more than one source. However, due to documented advantages such as uniqueness, vendor qualifications, timeliness, etc., a non-competitive purchase may be initiated when such determination has been justified that there is only one practicable and reasonable source, with confirmation by the Director of Purchasing. (Non-competitive Purchase)
- h. Funds have become readily available through a grant process and must be spent in a time frame that does not permit competitive bidding. (Non-competitive Purchase)

3.8 **MULTI-STEP SEALED BIDDING**

The multi-step sealed bidding method combines certain elements of the competitive sealed bidding and competitive sealed proposal method and is utilized under the following circumstances:

- A. Available specifications or purchase descriptions are not definite or complete.
- B. Definite criteria exist for evaluating technical proposals.
- C. More than one technically qualified source is available.
- D. Sufficient time will be available for using the two-step method.
- E. A firm, fixed-price contract with economic adjustments will be used.
- F. There is not sufficient competition available through the Construction Pre-qualification process.

3.9 **BLANKET PURCHASE AGREEMENTS / CONTRACT PURCHASE AGREEMENTS**

Policy

Blanket Purchase Agreements (BPA) and Contract Purchase Agreements (CPA) are initiated by the Purchasing Department to secure commonly needed goods and/or services, usually on an annual basis. More than one department typically utilizes the CPA/BPA to purchase goods and/or services. Pricing and/or convenience make them practical for all customers of the Purchasing Department.

Blanket/Contract Purchase Orders are usually a **result of** a term contract, which is competitively secured in accordance with the conditions set forth within the Pinellas County Purchasing Code and/or State of Florida Statutes. It may be authorized by the Purchasing Director, County Administrator, or BCC and properly executed with a purchase order **based on the threshold authority levels (See Section 2)**.

Procedures

The estimated total cost is adjusted for a Blanket/Contract Purchase Agreement by revising the Blanket/Contract Purchase Agreement. The County Administrator may increase a Blanket/Contract Purchase Agreement up to his/her delegated authority or to any amount if the contract was previously approved by the Board. Unit pricing, terms and conditions must remain the same. The Director of Purchasing may increase Blanket/Contract Purchase Agreements within the limit of delegated financial approval authority.

- 1. This process is initiated by the Purchasing Department ONLY.
- 2. All other adjustments or changes must be done in accordance with the standard Change Order procedure.
- 3. Estimated total cost adjustments “require” appropriate Administrative approval.

3.9 BLANKET PURCHASE AGREEMENTS / CONTRACT PURCHASE AGREEMENTS -

Continued

4. Usage and total cost are estimated amounts based on past purchases and anticipated needs.
5. Annual adjustments to Blanket Purchase/Contract Purchase Agreements should not exceed the amount of the contract originally awarded. As a rule, due to economy of scale the contract should be re-bid if the adjustment exceeds the original amount awarded.

3.10 ALTERNATES

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATES may be included in the plans, specifications, and/or proposals. When included, the Bidder or Proposer shall indicate the cost of said alternate and sum to be deducted or added to the base amount presented. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination accordingly.

3.11 SUBSTITUTION

Each Bidder/Offerer represents that the bid is based upon requirements described in the bidding documents and that such commodities, equipment, materials and services fully meets the requirements of the Bidding Documents.

Whenever, any material, item, product, system or process is specified by trade name or name of manufacturer or vendor to establish class or standard required, any other material, item, product, system or process, considered equal by the originating department may be accepted.

In each such instance, the material, item, product, system or process specified by trade name or name of manufacturer or vendor shall be considered as a standard basis for bidding and to ensure a uniform comparison of bids, the contractor shall base the bid/proposal on the particular material, item, product, system or process identified.

Should a contractor decide to substitute a material, item, product system or process other than that named in the specifications, the contractor shall attach to the proposal at the time of submission or prior to submission, a separate sheet upon which shall be listed the pre-approved materials, items, products, systems or processes which the contractor desires to substitute.

No substitution will be considered unless written request has been submitted to the Purchasing Department for approval in the time specified. Each request shall include a complete description of the proposed substitute, the name of the material or equipment, etc. for which it is to be substituted, drawings, samples, performance and test data, references and other data or information necessary for complete evaluation. A written approval must be issued by the County or designee in order for the substitution to be fully accepted.

3.12 INDEMNIFICATION STATEMENT

It is County standard practice to require vendors and contractors to indemnify the County. The County Administrator or designee will only make deviations from this policy at the sole option of the County, when it is determined to be in the best interest of Pinellas County.

3.13 INSURANCE REQUIREMENTS/RECOMMENDATIONS

Prior to commencing work the contractor shall procure and maintain, at the contractor's own costs, for the duration of the contract and any extensions insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, contractor's agents, representative, employees or subcontractors and any other insurance coverage required by the Invitation to Bid or Request for Proposals. The cost of such insurance shall be included in the Contractor's bid.

A Florida Resident Insurance Agent shall sign all Contract, Bonds, and Insurance requirements by State Law. All insurance shall be obtained from an agency of an insurance company, which agency shall have an established place of business in the State of Florida, and be duly licensed to conduct business therein (see Section 12).

3.14 PUBLIC NOTICE

A. Public Notice is defined as the required notification or advertisement of an Invitation to Bid, Request for Proposal, or other competitive solicitation, to be given to prospective vendors for a reasonable period of time as determined by the Director of Purchasing, which shall, **for all purchases at a minimum include:**

- US mailing or emailing public notice to prospective vendors on an applicable bidders list maintained by the Purchasing Department, and
- Posting Public Notice on the Purchasing Department website

For the purchase of Capital construction valued in excess of \$200,000 –

advertisement of the public notice will be either in a newspaper of general circulation in the County, trade journal, bulletin or other publication that will inform prospective vendors of the proposed purchase, as determined to be appropriate by the Director of Purchasing.

The public notice shall describe the goods or services sought and state the date, time and place of the bid/proposal/solicitation opening.

B. The advertisement inviting bids for construction projects expected to cost between \$200,000 - \$500,000 shall be published in at least one newspaper of general circulation within the County at least twenty-one (21) calendar days prior to the scheduled bid opening. The advertisement inviting bids for construction projects expected to cost more than \$500,000 shall be published in at least one newspaper of general circulation within the County at least thirty (30) calendar days prior to the scheduled bid opening. The Director of Purchasing reserves the right to modify the time frame for bid advertisement based on need and/or urgency.

3.14 PUBLIC NOTICE - Continued

- C. Real Estate Public Notices - The property shall be advertised for sale as indicated below:
1. Description of property;
 2. Date, time and place to submit sealed bids;
 3. Base bid price may be included;
 4. Statement that the Board reserves the Right to reject any and all bids;
 5. Requirements for each bid to be accompanied by a deposit of 10% of the bid price (in the form of a cashier's check's check, money order, or other payable to the Board), with the balance payable on or before thirty (30) days from the date of acceptance of the highest bid received.

3.15 REQUEST FOR PURCHASE (REQUISITIONS)

Policy

Departments are required to utilize a requisition when making acquisitions of equipment, materials or commodities, through the Purchasing Department.

Procedures

- A. All Departments or agencies under the Board shall obtain equipment, commodities and materials by submitting a requisition to the Purchasing Department for items totaling more than **\$5,000** and Fixed Asset items exceeding the **\$1,000** limit.
- B. Requisitions shall be completed and submitted as per procedures designated by Oracle Financials.

3.16 REQUEST FOR CONFIRMING OR ADVANCED PURCHASES

Policy

Confirming or advanced purchases are to be initiated in limited circumstances. Typically such purchases are initiated when time is of the essence and the potential for jeopardy to vital operations exists.

Procedures

- A. THE ORIGINATING DEPARTMENT WILL CALL PURCHASING FOR AN ADVANCE PURCHASE ORDER AND FURNISH A COMPLETE DESCRIPTION OF THE ITEMS OR SERVICES NEEDED. THE PURCHASING DEPARTMENT WILL DETERMINE THE APPROPRIATENESS OF THE REQUEST.
- B. The originating department will call the vendor and place the purchase order. Purchasing will coordinate whether the vendor is to schedule the service, deliver the materials or the ordering department is to pick them up.

3.16 **REQUEST FOR CONFIRMING OR ADVANCED PURCHASES** - Continued

- C. Under no circumstances are items to be picked up by a department before contacting Purchasing for the issuance of a purchase order number. The Department Director shall be responsible for unauthorized purchases.
- D. The contractor is responsible for obtaining any permits necessary to complete the work covered by an order at its own expense prior to starting any work under the order.

3.17 **AVAILABILITY OF FUNDS**

Policy

Sufficient funds must be available before departments request the purchase of goods or services. Departments must check availability of funds prior to submission of a requisition. If funds are not available, it will be the responsibility of the department **director or designee** to rectify the situation. An **electronic** requisition or departmental memo shall indicate that funds are budgeted and available unless otherwise stated.

3.18 **RECEIPT OF COMMODITIES AND SERVICES**

Originating departments must complete the following steps upon receipt of commodities and services:

- A. Equipment, services **or commodities shipped** directly to the ordering department must be checked by that department as to accuracy, quantity and quality. Only after this has been accomplished should a delivery ticket or receiving report be signed. **All exceptions are to be noted on the document signed.** **All claims should be processed in accordance with the county and/or carrier policies.**
- B. Packing tickets are to be sent directly to the Finance Department after receipt in Oracle Financials.
- C. Receiving/Payment copy is to be sent directly to the Finance Department, complete with packing ticket to indicate final payment.
- D. To avoid delays in payment to the vendor and compliance with the Prompt Payment Act, all receiving is to be performed in Oracle Financials.
- E. When signing for services performed, sign only for what was actually performed. Never sign blank invoices or service tickets. Always insist that the vendor leaves a copy with your department.
- F. If items received are damaged or defective, the receiving department should make every effort to resolve the situation prior to notifying the Purchasing Department, who will contact the vendor for resolution. The receiving department shall not approve for payment until the item(s) is corrected or replaced by the vendor.

3.19 **PURCHASE ORDER FOLLOW-UP: Monitoring and Expediting**

Policy

- A. Departments initiating requisitions should keep track of all outstanding requisitions.
- B. The function of the Purchasing Department is to supply equipment, commodities, materials or services to fulfill requirements. This function is not complete until satisfactory delivery of such items has been made. Follow-up of outstanding purchase orders can be made if requested by the originating department as follows:

Procedures

- A. The Purchasing Department may review open purchase orders to ensure receipt of the order by the vendor and their compliance with the delivery schedule.
- B. Disparity between the purchase order delivery date and the date the vendor responds to the Purchasing Department, will be resolved by contacting the **originating** department, either by telephone or in writing and allowing the originating department to determine what effect, if any, the revised delivery schedule will have on its operation. The **originating** department will recommend to Purchasing, the course of action to be taken to satisfy its requirements.
- C. Should goods not be received as scheduled and verified with the vendor, the department should contact the Purchasing Department, who can then track the order until received.
- D. Poor vendor performance, i.e., broken promises, poor service, back orders, substitutions, damaged merchandise, pricing errors, etc., will result in the Director of Purchasing evaluating such performance to determine the appropriate action. However, the originating department must inform Purchasing of such poor performance.

3.20 **CANCELLATION OF PURCHASE ORDERS**

Policy

The cancellation of purchases shall be in accordance with the approval authority levels.

- A. When a department determines that an order is to be canceled the Purchasing Department must be notified. The Procurement Analyst/ **Buyer** who placed the order should be the person contacted.
- B. The Procurement Analyst / Buyer may cancel the order verbally, but the action must then be confirmed in writing **to the vendor utilizing a change order**.

3.21 PROCESSING PURCHASE ORDER CHANGE - STANDARD

Policy

- A. **The purchase order change is processed by the Purchasing Department to alter, adjust, revise, terminate or cancel a purchase order.**
- B. A Change Order relating to a Purchase Order of a value greater than **\$250,000** in a fiscal or calendar year or a Change Order resulting in an existing Purchase Order exceeding **\$250,000** is to be **authorized by the Board** and signed by the Purchasing Director.
- C. A Change Order relating to a Purchase Order of a value greater than **\$100,000** in a fiscal or calendar year or a Change Order resulting in an existing Purchase Order exceeding **\$100,000 but less than \$250,000** in a fiscal or calendar year are to be **authorized by the County Administrator** and signed by the Purchasing Director.
- D. A Change Order, relating to a Purchase Order of a value less than \$100,000 in a fiscal or calendar year or a Change Order resulting in an existing Purchase Order less than \$100,000 in a fiscal or calendar year are to be authorized and signed by the Director of Purchasing or designee.
- E. A contract time extension may be approved by the County Administrator as provided in Section 2-62 of Code.or Purchasing Director if the value of the contract does not exceed \$100,000 in a fiscal or calendar year.

SECTION 4

SPECIFICATIONS, BID INVITATION AND AWARDS

4.0 PURPOSE

To establish guidelines for the development and use of specifications.

4.1 SCOPE

This section applies to all persons who may prepare specifications for County use.

4.2 TYPES OF SPECIFICATIONS

Specifications take many forms, some of which are more complex than others. The three major types of specifications are:

- **Performance**
- **Design**
- **Combination of Performance and Design**

Technical specifications are designed to assist the Purchasing Department and requisitioning department to ensure that the quality and service will fulfill the requirements for which the equipment, materials, commodities or services are intended.

4.3 RESPONSIBILITY FOR SPECIFICATIONS

- A. Purchasing Department maintains a library of current specifications through the National Institute of Governmental Purchasing (NIGP) for equipment, commodities, materials and services.
- B. The originating department will prepare technical specifications for equipment, materials, commodities or services in coordination with the Purchasing Department.
- C. The Director of Purchasing may make modifications or alterations to specifications to accommodate competitive bidding. The Director of Purchasing will furnish a written report of the recommended changes and the need for the changes to the originating department.
- D. Should the Director of Purchasing and requesting department fail to resolve the differences; the specifications will be referred to the County Administrator or designee for resolution.

4.4 **POLICIES**

A. **General**

The purpose of a specification is to serve as a basis for obtaining a supply or service adequate and suitable for the County's needs. The drafting of specifications should be done in a cost effective manner, taking into account the total cost of ownership and operation, as well as the initial acquisition cost. It is the policy of the County that specifications permit maximum practicable competition consistent with this purpose. Specifications should be drafted with the objective of clearly describing the County's requirements.

B. **Design/Performance Specification**

Specifications should, to the extent practicable, emphasize functional or performance criteria while limiting design or other physical descriptions to those necessary to meet the needs of the County. To facilitate the use of such criteria, originating departments should endeavor to include as part of the principal functional or performance needs to be met.

C. **Reference-Bidders Qualification and Experience**

Bidders may be required to furnish evidence of qualifications and past experience in the type of work as outlined in the specifications, to include specific experience for a particular services or project.

Bidders must possess any and all licenses necessary to perform..

D. **Pre-Qualification Requirements** **(See Section 13)**

E. **Familiarity With Laws**

The bidder is expected to be familiar and in compliance with all Federal, State and Local laws, Ordinances, Codes, Rules and Regulations that in any manner affect work. Special attention is called not to, but limited to, the Americans with Disabilities Act (ADA) and local environmental ordinances. Ignorance on the part of the bidder in no way relieves the bidder from the responsibility of compliance with all said laws, ordinances, rules and regulations.

F. **Commercially Available Products**

The County strives to purchase standard manufactured commercial products whenever practicable. In developing specifications, accepted commercial standards should be used, and unique requirements should be avoided to the extent practicable.

G. **Permits**

Bidders are responsible for obtaining permits necessary to complete work, at their own expense, prior to starting any work provided by a County purchase order or contract.

4.5 DEVELOPMENT OF SPECIFICATIONS

- A. The purchase description or specification should include the essential physical and functional characteristics necessary to express the minimum requirements of the County, such as:
1. Common nomenclature
 2. Type of material, (i.e., type, grade, class, alternatives, etc.)
 3. Electrical data, if necessary
 4. Dimensions
 5. Size or capacity
 6. Principles of operation
 7. Environmental conditions
 8. Intended use, including location, operating conditions, and acceptable product levels within the range of products available in the commercial marketplace
 9. Equipment with which the item is to be used
 10. Other pertinent information that further describes the commodity or service required
 11. Method of Packaging
 12. Method of testing to ensure products/services meet specification
- B. The following **are guidelines for** the preparation of a specification:
1. State exactly what is desired in clear and concise terms.
 2. Provide the means or basis for monitoring deliveries for conformance with the specifications.
 3. Avoid non - essential quality restrictions that add to cost and difficulty in procurement without adding to utility and value.
 4. Avoid definitions that unnecessarily restrict competition.
 5. Conform to established commercial and industrial standards.

4.5 **DEVELOPMENT OF SPECIFICATIONS** - Continued

C. **Alternate Specifications**

Alternate specifications involving two or more designs, functional or performance criteria may be proposed by a bidder if the specification satisfactorily meet the County's requirements and alternates specifications are permitted in the bid document.

D. **Contractual Terms - Not to be Included**

Specifications shall not include solicitation or contractual terms or conditions such as the time or place for the bid opening, time of delivery, payment, liquidated damages, or qualification of bidders. These clauses shall be included in the appropriate sections of the bid package, i.e., Instructions to Bidders, Terms and Conditions, etc., Contractual terms generally are the responsibility of the Purchasing Department.

E. **Brand Name or Equal**

Brand name or equivalent specifications may be used for describing a product when it is determined that:

1. No other design or performance specification or qualified products list is available;
2. Time does not permit the preparation of another form of purchase description;
3. The nature of the product or the nature of the County's requirements enables use of the brand name or equivalent specification suitable for the procurement; and
4. The use of brand name or equivalent specifications is in the County's best interest.

F. **Designation of Several Brands**

Brand name or equivalent specifications should designate three (3), or as many different brands as are practicable, as "or equivalent" references and must state that the substantially equivalent products designated will be considered for award.

G. **Qualified Products List (QPL)**

A qualified products list may be developed when testing or examination of commodities prior to issuance of the solicitation is desirable when necessary to best satisfy the County's requirements. When developing a QPL, a representative group of potential suppliers must be solicited in writing to submit products for testing and examination to determine acceptability for including on a qualified products list. Any potential supplier, even though not solicited, may offer a product for consideration. Inclusion on a QPL must be based on results of tests or examinations conducted in accordance with prior published requirements.

4.5 **DEVELOPMENT OF SPECIFICATIONS** – Continued

H. **Detail of Specifications**

Bids and quotations should be based on concise specifications. Specifications should be detailed, providing a basis for open and equitable competitive bidding, based upon a common standard. Specifications should clearly describe the product to be purchased and must be free from restrictions that limit competition.

I. **Revision of Specifications Due to Budget Constraints**

Should it be determined, after bids have been opened, that bids received exceed the budgeted amount and additional funds are not available, bids may be rejected. The scope of the specifications may be revised in an effort to comply with the established budget.

4.6 **PRE-BID/PROPOSAL CONFERENCE**

The pre-bid/proposal conference is a meeting of potential bidders offerors, the Procurement Analyst and originating department technical representative(s).

The Invitation for Bid/Proposal stipulates the time, date, and location of the pre-bid/proposal conference, which should be as soon as possible after the issuance of invitations and will indicate whether attendance is mandatory or non-mandatory. The Purchasing Department is responsible for coordinating with the requesting department the appropriate date for the conference and for conducting the conference.

At the pre-bid/proposal conference, the requisitioning department technical representative(s) and Procurement Analyst shall review the specifications in detail, explaining the scope, objectives, and techniques as part of the **conditions** therein. Clarification may be provided at the conference; however, material changes must be memorialized via the bid/proposal addendum process.

Areas of concern regarding specifications, conditions, or alternatives must be addressed as soon as possible after the completion of the conference by Purchasing and the requisitioning department. When decision is made to revise specifications, all bidders must be formally notified via written addendum to the Invitation to Bid or Request for Proposal.

A mandatory pre-bid/proposal conference may be required at the discretion of the County when deemed to be in the County's best interest to do so. The requisitioning department must justify the need for such a requirement to the Purchasing Director. Mandatory conferences are held to ensure that potential bidders understand the complexity of the project or scope of work. Mandatory conferences may however, hinder completion. If specifications are written concisely, there should be very little need for a mandatory conference. The requirement for a mandatory conference shall be included in the public announcement/bid document.

4.6 PRE-BID/PROPOSAL CONFERENCE – Continued

Procedures

- A. During the pre-bid/proposal conference, specifications are thoroughly reviewed and discussed with **all parties** in attendance. Subsequent to the conference, changes to the specifications will be reflected in an addendum prior to bid/proposal Submittal. No changes to specifications may be made unless all prospective bidders are notified by an addendum clearly identifying such changes (see Section 4.8 on Issuance of Addenda).
- B. Once a decision has been reached on the essential changes to the specification, all bid/proposals must be based upon the revised specification and no substitutes will be granted without prior approval from the County.

4.7 SITE VISITS/INSPECTIONS RELATIVE TO SPECIFICATIONS

It may be a requirement for Bidders to inspect the proposed work location prior to bidding. Department Representative(s) will be available to direct Bidders to the general work areas by appointment.

Bidders are required to contact the appropriate Department Representative and set up a site visit for each location listed; this information is provided in the bid document. The assigned Representative(s) are authorized to approve by signature the Site Visit Certification form, which should be submitted with the Bidders proposal/bid.

The site visit may be conducted by the originating department and may be included in the pre-bid/proposal conference. The site visit allows the potential vendor to become familiar with a particular location in which the work is to be performed. A site visit certification is to be signed and issued to the vendor by an authorized representative of the originating department. The vendor is to include the signed site visit verification in the bid/proposal submittal.

4.8 ISSUANCE OF ADDENDA

Occasionally after bids/proposals are solicited, but prior to bid opening or submittal time, changes to the specifications, delivery schedules, quantities, etc. may be needed. Ambiguous provisions need to be clarified, or errors and oversights corrected which may or may not have been brought to the attention of the Purchasing Department by the potential supplier.

Verbal changes must not be made, and interpretations of a material consequence must not be made verbally to potential bidders. All bidders who have received an Invitation to Bid or Request for Proposal must be informed officially in writing by a bid/proposal addendum of any material changes made in a competitive procurement process. This action is necessary to assure that all bidders are bidding on the same basis and have the same information and understanding of the requirements (see Section 6 concerning vendor inquiry and request for clarification).

4.8 **ISSUANCE OF ADDENDA** - Continued

Procedures

The following requirements must be met for issuance of an addendum:

- A. Originating Department representative(s) or project manager shall submit to the Purchasing Department for review and approval all proposed addenda.
- B. All addenda must be signed by the Director of Purchasing or designee, processed on Pinellas County Letterhead and reference the Bid/RFP title and number except when otherwise stated.
- C. **In no instance shall consultants, working on behalf of Pinellas County, issue an addendum without the prior review and approval of the Purchasing Department.**
- D. The Purchasing Department shall process the proposed addenda promptly upon receipt. The distribution of the addenda may be handled by the Department and/or Purchasing, if deemed appropriate.

Prior to issuing of an addendum, Purchasing and the originating department must consider the period of time remaining until bid opening. If additional time is likely to be required by a bidder(s), the addendum should extend the opening date for a reasonable period of time to obtain the greatest level of competition and fairness.

Bidders must acknowledge receipt of addenda in their bid submittal at the designated time, date, and location. Bids may be rejected due to failure of vendors to acknowledge receipt of addenda. The Purchasing Director, however, has discretion to consider addenda not material to a bid process and may consider a bid responsive without addenda acknowledgement.

SECTION 5

ETHICAL PROCUREMENT STANDARDS

5.0 COUNTY PURCHASING ETHICS

- A. Acceptance of gifts at any time, of any nature, is prohibited. Employees must not become obligated to any vendors and shall not conduct or conclude any County transaction from which they may personally benefit.
- B. No County officer or employee shall bid for, enter into or be in any manner interested in any contract for County purchases or County public works. Nor shall any officer or employee seek to influence the purchase of a product or service from any offeree. Such restrictions shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and council with respect to the purchase. No County officer or employee shall receive any gift, or benefit of any nature from prospective bidders. The avoidance of actual or apparent conflicts of interest is a prime requisite to the efficient and sound operation of government and maintenance of the public trust.

Pursuant to Section 112.313 of the Florida Statutes, all County employees who participate in the purchasing program shall adhere to the following ethical standards:

- C. A County official or County employee may not directly or indirectly procure contractual services for the County from a business entity of which a relative is an officer, partner, director, or proprietor, or in which he/she, his/her spouse, or child has a material interest.
- D. No employee acting as a purchasing official, purchasing manager or buyer may, directly or indirectly, purchase, rent, or lease any supply or service from a business entity in which he/she, his/her spouse, or child is an officer, partner, director, or proprietor, or in which he/she, his/her spouse, or child (or any combination of them) owns a material interest. Nor may a public officer or employee, acting in a private capacity, rent, lease, or sell any commodity or service to the County.
- E. All personnel who have procurement responsibility for Pinellas County shall follow the ethical principles established by the National Institute of Governmental Purchasing (NIGP) Code of Ethics

5.0 **COUNTY PURCHASING ETHICS** – Continued

- F. **Lobbying:** Lobbying shall be prohibited on all county competitive selection processes, and contract awards pursuant to this division, including but not limited to requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or questions related to the procurement process or protest.

Lobbying of evaluation committee members, county government employees, or elected/appointed officials/advisory board members regarding request for proposals, request for qualifications, bids, purchasing contracts, or bid protests, by the bidder/proposer/protestor any member of the bidder's/proposer's/protestor's staff, any agent or representative of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a bidder/proposer/protestor shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract, and may lead to debarment of the bidder or proposer/protestor as provided in Pinellas County Code, Section 2-161(8)b.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee or elected/appointed official who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

- G. **Consulting Eligibility:** A consulting firm that has developed the scope of work pertaining to a Request for Proposal (RFP) or specifications for an Invitation to Bid or other competitive document or contract for a particular project on behalf of the County, will not be eligible to compete or perform as the prime or sub-contractor to the prime contractor for Construction Engineering and Inspection Services (CEI) on that same project. CEI is defined as the provision of construction management and inspection services which may include construction inspection, material testing, quality control, general project management/overview and report generation. A consulting firm (or its affiliate) that has prepared plans, acting as the Engineer of Record or architect on a project will not be considered eligible to compete for CEI services on that same project but will be permitted to perform engineering services that include submittal review, reviewing and answering informational requests, design revision during construction.

NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING, INC.

CODE OF ETHICS

The Institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by any public sector procurement or materials management organization.

- 1. Seeks or accepts a position as head or employee only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization;**
- 2. Believes in the dignity and worth of the services rendered by the organization and the social responsibilities assumed as a trusted public servant;**
- 3. Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served;**
- 4. Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable;**
- 5. Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved;**
- 6. Believes that members of the Institute and its staff should at no time or under any circumstances, accept directly or indirectly, gifts, gratuities or other things of value from suppliers;**
- 7. Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations, but personally remains in the background of emphasizing the importance of the facts;**
- 8. Resists encroachment on control of personnel in order to preserve integrity as a professional manager. Handles all personnel matters on a merit basis. Political, religious, racial, gender and age considerations carry no weight in personnel administration in the agency being directed or served;**
- 9. Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically without discrimination on the basis of principles and justice; and**
- 10. Subscribes to and support the professional aims and objectives of the National Institute of Governmental Purchasing, Inc.**

SECTION 6

VENDOR RELATIONS

6.0 POLICY

- A. Formal bid invitation (which is defined as Invitation to Bid, Request for Proposal, Request for Quotation, Request for Negotiation) is the means for publicly notifying prospective vendors of the need for materials, commodities, and equipment and/or services that the County intends to purchase.
- B. Formal bid invitations will normally be conveyed to interested vendors by electronic notification, advertising in a local newspaper of general circulation, internet and any other means available at the discretion of the Director of Purchasing.
- C. In no circumstance will the formal bid documents be made available to prospective bidders prior to the publication of the legal notice, unless otherwise required by Florida law.
- D. **Active Vendor File:** The Purchasing Department will maintain a list of prospective bidders who desire to receive bid invitations. This list of vendors is currently maintained through DemandStar, a web portal utilized by many government agencies throughout the United States for such purposes.
- E. **Qualifications of Bidders:** Will be established and recorded by the Director of Purchasing. Bidder qualifications will be based on the following: (see Section 15 for Special Pre-Qualification Requirements).
 - 1. Bidder reputation and/or performance
 - 2. Type of commodity sold and/or services provided
 - 3. Experience
 - 4. Conviction of a Public Entity Crime as described in Florida Statute 287.133
 - 5. Other factors related to bidder ability to perform
- F. **Due Diligence:** The Director of Purchasing shall be responsible for conducting due diligence of firms with an estimated contract value exceeding \$100,000 when the County has not awarded a contract to the recommended firm within the past twelve (12) month period. Due diligence will be performed prior to Board/Administrator or Purchasing Director consideration of award or firm ranking.

6.1 COMMUNICATION WITH VENDORS

In order to resolve complaints or unsatisfactory delivery, these guidelines should be followed:

- A. For routine cases of non-compliance, such as late delivery, the originating department should contact the supplier to arrange for the supplier to correct the deficiencies. If the situation is not corrected promptly, then it should be reported to the Purchasing Department promptly in writing on the vendor complaint form or by memorandum.
- B. Where major purchases of commodities or services are involved, the situation should be reported immediately to the Purchasing Department, which will assist in initiating action against the supplier.
- C. Where it may be necessary to revise a delivery schedule, cancel a contract/purchase order, or remove a supplier from the bidders list, the Department Director in conjunction with the Purchasing Department are responsible for such action. In addition, the Purchasing Department is responsible for scheduling and conducting cure meetings. Cure meetings are held in an attempt to resolve contract issues and provide a time frame for the firm to cure contract deficiencies.

6.2 EVALUATION OF DEVIATIONS AND METHOD OF AWARD

- A. Only bids from responsive and responsible bidders are to be considered. A **responsive** bidder is one who has submitted a bid, which conforms in all material respects to the bid terms, conditions, and specifications.

A **responsible** bidder has demonstrated the financial capacity and experience to perform on the contract as specified.

- B. Deviations in bids may be either material or immaterial and minor in nature.
- C. Material deviations shall not be waived. Material deviations are those that affect the substance of the bid **usually pertaining to** price, quality, or delivery of the materials or services offered and are prejudicial to the rights of other bidders. Illustrative examples include:
 - 1. Failure to meet minimum specification (e.g., the required horsepower in a truck.).
 - 2. Failure to provide the requested item (e.g., the type of pump needed in a water plant).
 - 3. Failure to provide a designated or firm price as requested.
 - 4. Failure to use forms as designated in the bid document.
 - 5. Failure to provide necessary bonding.

6.2 EVALUATION OF DEVIATIONS AND METHOD OF AWARD - Continued

- D. Immaterial or minor deviations are those that will not alter award of the bid. These may be clarified with the bidder or bidders. Illustrative examples included but not limited to the following:
1. Failure to submit requested brochures, catalogs or samples with the bid.
 2. Failure to extend unit prices or where there is an error in extension of price.
 3. Failure to sign bid document.
- E. An award will be made to the lowest responsive and responsible bidder whose bid meets the intent and criteria set forth in the bid documents.

6.3 PROTEST PROCEDURE - As per Section 2-162 of County Code

Sec. 2-162. Protest procedure.

- (a) *Right to protest.* Any prospective bidder or proposer who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed.
- (b) *Posting.* The purchasing department shall post the recommended award on the departmental website no less than five full business days after the decision to recommend the award is made.
- (c) *Requirements to protest.*
- (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
 - (2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after posting of the award recommendation.

6.3 **PROTEST PROCEDURE** – Continued

- (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - (4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
- (d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.
- (e) *Sole remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.
- (f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

6.3 **PROTEST PROCEDURE** – Continued

- (g) *Time limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid/request for proposal.
- (h) *Authority to resolve.* The director of purchasing shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.
- (i) *Review of purchasing director's decision.*
 - (1) The protesting party may request a review of the purchasing director's decision to the county administrator by delivering written request for review of the decision to the director of purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the purchasing director.
 - (2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.
- (j) *Stay of procurement during protests.* There shall be no stay of procurement during protests.

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14)

SECTION 7

DEBARMENT OF BIDDERS

7.0 **BIDDER SUSPENSION AND DEBARMENT**

In accordance with Section 2-161 of the County Code, all department complaints against vendor performance shall be directed to the Purchasing Department, which will investigate and take appropriate action to correct the problem(s)

Integrity of public contracting; purchasing authority to suspend or debar. Maintaining the integrity of the public contracting and purchasing process is vital and a matter of great public interest. Selecting and contracting with highly qualified persons or entities ("vendors") that engage in ethical and responsible business practices protects the public and supports the integrity of the public contracting and procurement process. Because the opportunity to participate in competitive procurements or to supply goods or services to the county is a privilege, not a right, this privilege should be denied to persons or entities that engage or are involved in activities or actions as described herein that adversely impact the quality of goods and services provided to the county for the benefit of the public. In those instances, it is in the best interests of the public to disqualify vendors by suspension or debarment from inclusion on future vendor lists or from consideration for award of new contracts, work, or any work assignments on existing contracts, based upon documentation that the grounds for suspension or debarment as provided herein exist.

- (1) *Suspension.* A vendor shall be suspended for a period of two years or until the conditions described herein have been rectified or resolved, whichever occurs first, as determined by the purchasing director based upon the following:
- a. The county has formally declared the vendor in breach of a contract that has resulted in the termination of the contract by the county for failure to comply with the conditions, specifications or terms of a contract with the county; or
 - b. The county has formally disqualified or declared a vendor's bid, quotation, or proposal nonresponsive, based on the vendor's fraud or misrepresentation; or
 - c. The vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; or is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, fraud, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county government contractor; or
 - d. The vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or has a receiver or trustee appointed over its property; or
 - e. The vendor has three or more violations of the code as defined in section 1-8 of the Code in any two-year period arising from or related to vendor's business activities, as determined in a court or administrative proceeding, including by plea; or

7.0 **BIDDER SUSPENSION AND DEBARMENT** - Continued

- f. The vendor and the county are engage in adversarial proceedings (i.e., court proceedings, arbitration, or administrative proceeding) arising from or related to the vendor's performance of a contract with the county; or
 - g. The vendor is suspended by another government entity.
- (2) *Debarment.* A vendor shall be permanently debarred by the purchasing director based on the following:
 - a. The county obtains a judgment in an adversarial proceeding between the county and the vendor (i.e., court proceeding, arbitration, or administrative proceeding) arising from the vendor's performance of a contract with the county which remains unsatisfied for a period of 30 days from the expiration of any appeal period or final resolution of any appeal; or
 - b. Vendor conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's business activities stated in subsection (b)(1)c above; [or]
 - c. Vendor is debarred by another government entity.
- (3) *Public entity crime.* Notwithstanding any other provision herein, any vendor who has been convicted of a public entity crime as defined by F.S. § 287.133 shall not be able to transact business with the county to the extent as specified in the statute.
- (4) *Decision.* The purchasing director shall issue a written notification to suspend or debar based on documentation of the existence of one or more of the conditions described herein. The suspension or debarment shall take effect as of the date of the notification. The notification shall state the basis for the action taken and the period of the suspension, or that the vendor has been debarred. Prior to issuance of written notification, the purchasing director may schedule an informational meeting with the vendor to review the documentation supporting the suspension or debarment. The only issue that shall be considered at the informational meeting is whether the condition giving rise to the suspension or debarment has occurred or taken place.
- (5) *Effects of suspension and debarment.*
 - a. Suspended or debarred vendors are excluded from receiving any new contracts, awards or otherwise providing new goods or additional services during the period of suspension or during debarment; from having any bids, proposals, quotations or qualifications considered by the county or responding to other solicitations of the county; and from conducting business with the county as a subcontractor, representative, or joint venturer of other vendors. For the purposes of this subsection (b)(5)a, "new goods or additional services" does not include goods or services provided by the vendor pursuant to a contract, purchase order or work assignment in effect as of the date of suspension.

7.0 **BIDDER SUSPENSION AND DEBARMENT** - Continued

- b. Any business entity controlled by or affiliated with any vendor ineligible for new business pursuant to subsection (b)(5)a may also be prohibited from contracting with the county if the relationship or affiliation is such that the person or business entity by reason of the relationship with the ineligible person or entity could directly benefit from the contract. Such factors as ownership interest, one or more members of the board of officials in common, control of one entity by the other, interlocking or shared management or principals, and limited management and ownership among family members shall be considered in determining ineligibility under this section of this article.
- (6) *Reinstatement.* After suspension or debarment, a vendor is not eligible to contract or be awarded work with Pinellas County until reinstated by the purchasing director. The vendor must supply information and reasonable documentation indicating that the conditions causing the suspension or debarment have been rectified or resolved. If the charges referenced in subsection (b)(1)c are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the county. If the conviction or judgment referenced in subsection (b)(2)b is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the county. As a condition of reinstatement, and with approval of the county administrator, the purchasing director may limit the nature and scope of contractual undertakings that must be satisfactorily completed before seeking additional contracts from the county. Nothing herein prevents the county from granting reinstatement prior to the end of the suspension period or debarment where, in the purchasing director's judgment, the county's interests have been addressed and the vendor to be reinstated is not likely to engage in similar conduct again.

(Ord. No. 94-51, § 4, 6-7-94; Ord. No. 02-19, § 1, 3-19-02; Ord. No. 04-6, § 1, 1-20-04; Ord. No. 10-09, § 1, 2-16-10; Ord. No. 14-11, § 1, 2-11-14)

SECTION 8

BONDS AND DEPOSITS

8.0 TYPES OF SECURITY AND DEPOSITS

1. Performance Bond: 100% of contract price.
 2. Payment Bond: 100% of contract price.
 3. Guaranty of Good Faith Deposit (Bid Deposit): 5% will generally be required at the discretion of the Director of Purchasing.
 4. Performance Deposit: form and dollar amount will be determined by the Director of Purchasing.
 5. Letters of Credit
 6. Warranty Bonds
-
- A. **Performance Bond**: This type of bond is required in connection with contracts for repairs, renovations, new construction, and other public works in accordance with Chapter 255, Florida Statutes. Executed by a surety, subsequent to award by successful bidder to protect the buyer from loss due to bidder's inability to complete the contract as agreed. This bond secures the fulfillment of all contract requirements. Required for all Public Works and construction related contracts exceeding \$100,000.
 - B. **Payment Bond**: Issued at the discretion of the Director of Purchasing, It is a bond that assures payment to all persons supplying labor or material for the completion of work under the contract. Required for all Public Works construction related contracts exceeding \$100,000.
 - C. **Guaranty of Good Faith Deposit (Bid Deposit)**: Issued at the discretion of the Director of Purchasing, It is a sum of money or bond guaranteeing the bidder will not withdraw the bid for a specified period of time, will furnish bonds as required and will accept the contract, if awarded or forfeit the deposit. Required for all Public Works construction related contracts exceeding \$100,000.
 - D. **Performance Deposit**: Issued at the discretion of the Director of Purchasing. Acts in same capacity as performance bond, but is not executed by a surety. Usually submitted in the form of an official bank check and held until the fulfillment of all contract requirements. The Director of Purchasing will determine form and dollar amount.
 - E. **Letter of Credit**: Document issued by a bank authorizing the bearer to draw a specified amount from that bank or its agents. A letter of credit is often substituted for a performance bond and is held until the fulfillment of all contract requirements. The Letter of Credit must be irrevocable and made out to the Board of County Commissioners.
 - F. **Warranty Bonds**: A warranty bond may be required from a successful bidder to ensure warranty provisions are fulfilled.

8.1 **BONDING REQUIREMENT**

- A. Bid bonds may be required for any Request(s) for bid/proposal. They shall however be required for:
 - 1. Capital Construction projects which are expected to exceed \$100,000. The Director of Purchasing may require bid security for projects estimated to be less than \$100,000 should the circumstances warrant a security deposit;
 - 2. Any competitive bid/proposal process as requested by the Purchasing Director.
- B. Each construction bid shall be accompanied by a bid bond in the sum of five percent (5%) of the total base bid, including all additive alternatives, but excluding all deductive alternates, (or a stated amount as otherwise noted on the Proposal), or a bid bond prepared and submitted on a copy of the form included with the Contract Documents, or an irrevocable letter of credit accepted by the County. **THE COUNTY WILL NOT ACCEPT CASH.**
- C. The bid bond shall be in the amount of five percent (5%) of the base bid unless otherwise approved by the Director of Purchasing.
- D. The Surety Company shall be a duly authorized Surety satisfactory to Pinellas County. A bid bond must be signed or countersigned by a Florida Resident Insurance Agent.
- E. In the event of the withdrawal of a bid within or failure of a vendor to enter into a contract and provide the performance bond within the required time frame, the bidder may be liable to Pinellas County for the full amount of the bid bond for damages.
- F. Bid bonds will be returned to all bidders, except the successful bidder(s) following the bid award. However, during the evaluation and analysis of the bid responses, the County reserves the right to retain the three lowest bid responses bid bond until award of that particular contract.

8.2 **BID BOND/PERFORMANCE WAIVER**

The County, at its discretion, may waive the performance bond requirement when it is determined to be in the best interest of the County, unless otherwise prohibited by Florida law.

8.3 **ACCEPTABLE SURETY COMPANIES**

As indicated by Risk Management Insurance Policy or as approved by Risk Management Department.

For Bids under \$500,000, Surety Companies will comply with Florida State Statutes 287.0935, and provide with tendered surety, proof of that compliance.

Surety Companies shall fulfill each of the following provisions:

- A. The Surety Company is licensed to do business in the State of Florida
- B. The Surety Company holds a certificate of authority authorizing it to write surety bonds in this state.
- C. The Surety Company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
- D. The Surety Company is otherwise in compliance with the provisions of the Florida Insurance Code.
- E. The Surety Company holds a current valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. 9304-9308.
- F. The County prefers the Surety Companies providing bid/performance bonds for bids under \$500,000 have a rating of at least Excellent (A or A-) as established by A.M. Best or other recognized rating services.
- G. For bids that exceed \$500,000, the Surety Company will have a rating of at least Excellent (A or A-), as established by A.M. BEST or other recognized rating services.
- H. All contract and bond requirements by State Law should be signed by a Florida Resident Insurance Agent.

8.4 PROCESSING BONDS AND DEPOSITS

- A. The contractor shall be responsible for securing the bond.
- B. The company acting as surety for any bond issued should normally be licensed to do business in the State of Florida. Sureties not licensed in Florida require prior approval from the County Attorney.
- C. Surety bonds furnished may be reviewed by the County Attorney, who shall either accept or reject it for the Board.
- D. In the event a contractor fails to provide an acceptable performance bond when required, within ten (10) days after notification or longer depending upon circumstances, the County Attorney will be notified. Upon the recommendation of the County Attorney, the Board may declare the contract null and void and retain in the account of Pinellas County any bid deposit or guaranty, which may have been submitted.
- E. Deposits such as of C.D.'s (Certificates of Deposits), I.L.C. (Irrevocable Letter of Credit), mortgages, real estate and/or other forms of guaranteed value must be in a form satisfactory to the County Attorney and approved by the Director of Purchasing.
- F. It is the responsibility of the Director of Purchasing or authorized designee to approve the return of deposits to unsuccessful bidders in a timely manner after an award of purchase.

SECTION 9

CONTRACTS

9.0 PURPOSE

It is the purpose of this section to establish policies and procedures for reviewing and administering contracts.

9.1 SCOPE

The scope of this program is limited to reviewing and administering contracts for commodities and services issued by the Purchasing Department.

9.2 OBJECTIVES

The objectives of this program are:

- A. To assure that the County obtains the needed commodity or service on time and that the contractor receives proper compensation.
- B. To assure that the contractor and the County perform all contractual obligations.
- C. To establish a mechanism for modifying contracts; follow-up and expediting; resolving discrepancies and deficiencies; conducting default and termination procedures; handling claims, disputes and appeals; administering payment provisions; and monitoring and evaluating contractor performance.

9.3 CONTRACTING POLICY

The purpose of this **policy** is to provide procedures for the proper review and approval of contracts entered into by the Board. Any changes to these procedures must have approval of the Clerk, County Attorney and County Administrator.

Contract administration begins when it is determined that a contract is either desirable or necessary. Various aspects of contract administration include negotiation between the parties, preparation of contracts and other written documents, review and comment by various departments and public officials, proper approval and execution of contracts, distribution and filing of contracts, and implementation and monitoring of contracts.

While no two contractual situations are necessarily identical and different types of contracts or contractual situations may be treated differently it is the purpose and intent of this policy document to provide a guide to those who participate in the contractual process on behalf of the Board of Pinellas County, Florida. The contract process is assigned to provide understanding of how contracts are managed to ensure that contracts administered by Pinellas County are both legal and in the best interest of the County. Good contract administration also minimizes duplicity of effort and provides for the proper coordination and participation of those who are necessarily involved in the contract process.

9.3 **CONTRACTING POLICY** - Continued

A contract is an agreement to do something, or refrain from doing something. A contract represents a legal obligation on the part of each party to the contract, which results from the parties' agreement, plus some additional obligations imposed by law. The mutual promises exchanged by the parties to a contract represent the consideration, which entitles each party to rely on the promise of the other. Various legal requirements must be satisfied in order to create a legally binding contract. The parties to an agreement must have the legal capacity to enter into a contract. There must be mutual assent to the terms of the contract. Certain formal requisites to a contract are also necessary, such as proper signing of the agreement, which is called execution of the contract.

Contracts which violate constitutional or statutory provision, or are deemed by law to be against public policy, or which are otherwise illegal can have serious ramifications on one or more parties to the purported contract.

The Board of Pinellas County, Florida, has the power and authority to enter into contracts and bind the County by contract only when and as authorized by law. For example, certain state laws require that public contracts be awarded only upon competitive bids. The duration or time period in which a contract may be deemed to exist also depends on the type of contract and certain other legal considerations.

9.4 **CONTRACT REVIEW POLICY FOR PURCHASING ITEMS**

CONTRACT REVIEW PROCESS

I. Definitions.

For the purposes of this Contract Review Process, the following terms or phrases shall have the meanings set out herein:

1. **“Contract”** means any writing signed or consented to by a person that has legal authority to bind the County and a third party(s), that creates enforceable rights, privileges, or obligations on behalf of Pinellas County Government, or any department, board, commission, or district of the County, including, but not limited to, intergovernmental, monetary, lease, license, acquisition of land, goods or services, sale of land or equipment, claim settlement, interlocal, memoranda of understanding, or grant contracts; as well as amendments and renewals thereof.
2. **“Master Contract Review”** is the process of approval via initial Contract review of the standard terms and conditions found in Contracts and “boilerplate” provisions in Contracts used repetitively by the County. Upon approval of Master Contract Review, further Contract reviews are not required unless material changes are made to the Contract.
3. **“Non-Purchasing Contracts”** means all other Contracts that do not originate in the Purchasing Department. Due diligence requirements for Non-Purchasing Contracts are established by the county administrator or official with Contract approval authority.

9.4 **CONTRACT REVIEW POLICY FOR PURCHASING ITEMS** - Continued

3. **“Purchasing Contracts”** means Contracts for the acquisition of goods or services that originate in the Purchasing Department and are governed by the Purchasing Code. Purchasing’s due diligence requirements are established by the Purchasing Department.
 4. **“Renewal”** means the process of keeping an existing Contract in force for an additional period of time provided all terms and conditions remain the same. Renewal of a Contract term requires a written amendment that evidences the new term.
 5. **“Specialty Contracts”** shall mean Contracts that require the approval of the Board of County Commissioners as a matter of law; that relate to capital improvement program projects, including, but not limited to, construction, design, engineering, planning and other project consultants; and Contracts for services that involve the payment by the County of sums in excess of \$250,000 in a fiscal, contract or calendar year, and include negotiated terms; and/or contracts that take precedence over the terms of the bid, request for proposal or other negotiated competitive processes.
- II. County departments have certain responsibilities for Contracts, as defined herein, including preparation and administration thereof on behalf of the Board of County Commissioners (“Board”). Certain departments and government officials are delegated the responsibility and authority to review and approve Contracts on behalf of Pinellas County, as set out in Section 2-62, and the Purchasing Ordinance, Sections 2-156, et. seq., Pinellas County Code.

The following departments/officials are generally involved in the Contract Review Process:

1. **Originating Department/Official** – These departments or officials are those who have or been delegated the authority and responsibility to approve Contracts, including initiating the contractual process and performing required due diligence.

It is the Originating Department/Official’s responsibility to:

- A. determine the need for a Contract;
- B. assign a project manager and/or contract administrator;
- C. establish the expected standards, quality, and/or performance required;
- D. develop Contract requirements (such as scope of work/services, terms, duration, or basis for price adjustment), which may include participation in Contract negotiations, including the scope of work/services;
- E. ensure that sufficient funds have been appropriated or are available for the purpose of the Contract as well as other budgetary considerations;

9.4 **CONTRACT REVIEW POLICY FOR PURCHASING ITEMS** – Continued

- F. draft or coordinate the drafting of documents in conjunction with Purchasing, Risk Management and/or the County Attorney's Office, defining all details of the Contract including adjusting standard language or boilerplate documents to ensure compliance with all applicable federal, state and county requirements;
 - G. establish schedules for the duration, completion, and renewal of Contracts;
 - H. verify that required performance security will be satisfied in conjunction with the Purchasing Department (for Purchasing Contracts) and the County Attorney's Office;
 - I. coordinate, route, and obtain necessary reviews of all adjustments to documentation, although these roles may be shared with one or more of the reviewing authorities (such as the Purchasing Department);
 - J. prepare necessary documents for proper Board or delegated approval as applicable, execution, distribution, and filing with the Office of the Clerk of the Circuit Court ("Clerk");
 - K. provide contract administration in accordance with approved policies and guidelines including monitoring performance, documenting Contract performance deficiencies and subsequent cure process if applicable, securing proof of insurance, maintaining the administrative file relating to the Contract including compliance with public records retention policies, and monitoring Contract term expiration, in conjunction with the Purchasing Department for Purchasing Contracts.
2. **Purchasing Department** – The Purchasing Department's role in Contract Review is to provide input on all specifications and applicable Purchasing Contracts to ensure strict compliance with the current Purchasing Ordinance, the Purchasing Manual implementing the Ordinance, all applicable Florida Statutes, and best governmental purchasing practices. Until such time as these requirements are satisfied, no purchase order ("PO") shall be issued.

In addition, the Purchasing Department analyzes proposed purchase methods to determine the most economical means of procurement.

Once the review process has been completed, the original Contract(s), along with the original completed transmittal slip, shall be submitted pursuant to current agenda procedures to the County Administrator's Office: (a) with an approved agenda memo for inclusion, when applicable, on the Board's agenda for forwarding by the County Administrator's Office to the Clerk; or (b) as a delegated item on an appropriate receipt and file report. See Agenda Guidelines (available at intranet site below) for additional information regarding the respective processes for these submissions.

9.4 **CONTRACT REVIEW POLICY FOR PURCHASING ITEMS** – Continued

In those cases where comments of one or more reviewing authorities result in material revisions to the Contract, the entire Contract Review Process shall be repeated. Non-material revisions may be made during the Contract Review Process. The Originating Department/Official is responsible for making necessary revisions to the Contract and acknowledging on the contract review transmittal slip that these revisions have been completed and are correct.

The Contract review Process is intended to constitute a general guideline, and there may be exceptions or situations that necessitate modifications to the review process. In those situations, the Originating Department/Official shall be responsible for the modified Contract Review Process, including securing approval to modify the process from the person with oversight of the Originating Department.

Current versions of the contract review transmittal slips are available on the intranet at <http://intranet/adminintranet/resources.htm>.

3. **Risk Management Department** – The Risk Management Department's review of Contracts is intended to evaluate risk exposure for the Contract and recommend adequate levels and types of insurance coverage, assure indemnification provisions are included in the Contract, as prepared and/or approved by the County Attorney's Office, and transfer, if possible, the risk exposure to the other party.

The Contract Review Process generally includes discussion with the Originating Department/Official to determine degree and type of exposure; an exposure index is utilized to determine extent of exposure; and for Contracts that require insurance, approve accordingly the initial certificate of insurance obtained by the requested department to ensure Contract compliance. The Originating/Administering department is responsible for obtaining all future insurance certificates and the monitoring of insurance compliance per the Contract terms and conditions accordingly. Risk Management will assist with insurance concerns when there is a modification to a Contract or when requested by the Originating Department.

4. **Finance** – The Clerk as Chief Financial Officer to the Board has a role in all contractual obligations, which are related to the statutory requirements imposed upon the Clerk, including the pre-audit functions of the Clerk. The review processes may occur at any time during the Contract/obligation period. As part of the Contract Review, Finance gives consideration to the terms and conditions of a Contract to assure, to the extent possible, that it is not an open-ended obligation and that financial items and payments are free of ambiguities.
5. **Office of Management and Budget (“OMB”)** – The responsibilities of OMB include initiating, reviewing and/or administering grant applications and grants and Contracts in accordance with the approved grant procedures (see <http://intranet/grants> for details regarding grant procedures), intergovernmental agreements, and determining and coordinating alternative means of financing acquisitions consistent with approved cash management goals and the approved budgets for all Non-Purchasing Contracts.

9.4 **CONTRACT REVIEW POLICY FOR PURCHASING ITEMS** – Continued

6. **Legal** – The Office of the County Attorney has a role in all contractual obligations involving the Board and Pinellas County Government. In some cases, that involvement is minimal. In other contexts, however, the participation of this office may be extensive. As a general proposition, routine or standard contractual situations require only a minimal involvement on the part of this office, and such Contracts are often reviewed and approved at latter stages of the Contract process and prior to execution. Contracts which are unique or represent a significant departure from practices and policies most often require a significant involvement by this office and participation at a very early stage of the Contract Review Process.

The County Attorney's Office reviews all Contracts to ensure their legal sufficiency with respect to form and to evaluate the legal sufficiency of Contract terms and provisions to ensure compliance with applicable laws, including approval of all indemnification provisions. As previously noted, certain provisions may be legally impermissible. Lastly, this office may provide comments regarding the legal impacts and consequences of contractual rights or obligations.

Questions regarding the role of the County Attorney's Office in Contract Administration may be directed to the individual Assistant County Attorneys who have been designated to represent the respective Originating Departments / Officials.

III. **Key to Reviewing Authorities** in the Contract Review Process and on the contract review transmittal slip:

O = Originating Department/Official
P = Purchasing
R = Risk Management
F = Finance
M = OMB
L = Legal
A = Assistant County Administrator/Executive Director

IV. **Types of Contracts; Reviewing Authorities and Their Order:**

1. **Master Contract Review** of any boilerplate (i.e., procurement documents / agreements) shall require full review O-[P]-R-F-M-L-A
 - A. The Originating Department/Official shall ensure that approved Master Contracts are periodically (at least bi-annually) revised/updated to comply with changes to applicable law, County policy, or changed circumstances.
2. **Purchasing Contracts** (General Default) → P-O-[R]
 - A. Purchasing Contracts Exceptions → P-O-R-F-L-A – Specialty Contracts / any contract provided by a contractor or vendor.

9.4 **CONTRACT REVIEW POLICY FOR PURCHASING ITEMS** – Continued

3. **Non-Purchasing Contracts** (General Default) → O-R-L

A. Exceptions. Specialty Contracts. Examples are set out below:

(i) → **O-R-F-M-L-A**

- CIP Interlocal agreements; joint project/cooperative funding agreements; Grant Agreements awarding funds to and from the County
- Real estate purchase agreements in which the County is acquiring an interest in real property

(ii) → **O-R-L-A**

- Contracts, including interlocal agreements that do not provide for the payment or receipt of funds by the County
- Licenses (except revenue-generating licenses)
- Access agreements
- Subordination agreements
- Landlord estoppel agreements/certificates
- Attornment agreements and their assignments and consents relating to any real property

(iii) → **O-[P]-R-F-L-A**

- Change in Contracting Party of any Contract as a Result of Merger
- Acquisition of Stock or Assets (Purchasing and Non-Purchasing)

V. **Exceptions.**

1. The following Contracts are not subject to the Contract Review Process:

- A. Contracts for small purchases under \$5,000.00 governed by Sec. 2-179(c) of the Pinellas County Code.
- B. P-Card purchases with “click-on” Contracts.
- C. Contracts for goods or services that do not require a customized Contract.
- D. Contracts for professional services governed by Sections 2-178(m) and (n) of the Pinellas County Code (provided the Originating Department/Official coordinates with Risk on insurance requirements).
- E. Renewals of Time Only Extensions of any Contract.

9.4 **CONTRACT REVIEW POLICY FOR PURCHASING ITEMS** – Continued

- F. Change Orders for Construction Contracts and Amendments to Contracts that renew or extend the term of the Contract, reduce or increase fees or compensation, or amend the scope of work, and do not require Board approval. Amendments to the scope of work that change the type of work or services performed shall be reviewed by Risk.
 - G. Contracts approved through the Master Contract Review process. The reviewing authorities may agree to review and approve standard repetitive terms and conditions of Contracts, agreements, competitive documents (bid/quote/RFP) and POs. The Master Contract Review applies to all bids, quotes, RFPs, POs, Contracts and agreements utilizing the same terms and conditions. If terms, conditions, and/or scope in the master agreement are materially altered in negotiations or substantively revised, that negotiated or revised agreement shall undergo Contract review on its own accord. Custom drafted agreements and Contracts are not subject to blanket review and require appropriate Contract review.
 - H. Change in name of contracting party as long as the name change does not pertain to an assignment of Contract.
 - I. State Contract, General Services Administration, “piggy back” or cooperative type purchases with other governmental agencies. However, the Purchasing Director reserves the right to perform Contract review on any item listed above should there be a potential Risk or Legal concern.
 - J. Emergency Purchases as defined by Section 2-181 of the Pinellas County Code.
 - K. Contracts relating to litigation settlement stipulations and agreements.
 - L. Any purchasing contract below the established bid threshold.
2. Except as otherwise provided herein, Contract Review by the following Reviewing Authorities is not required under the circumstances set out herein:
- A. R – when the Contract involves the purchase or sale of real estate pursuant to an approved master Contract; intergovernmental or interlocal Contracts, unless the Contract requires the County to provide insurance coverage; form grant Contracts where the terms/provisions are dictated by the Grantor; Contract amendments that do not require changes or extensions to insurance or indemnification, and there is no change to the type of work or services performed; Contracts set out in Section 2-62(a)(2), (3), (6) and (7) of the Pinellas County Code; or subsequent reviews of Contracts that have already been reviewed by Risk that do not change insurance requirements (i.e., Contracts that undergo a second review process because of revisions made to material terms).

9.4 CONTRACT REVIEW POLICY FOR PURCHASING ITEMS – Continued

- B. F – Contracts or Contract amendments that do not involve or require the payment or receipt of money to or from the County, including Contracts set out in Section 2-62(a)(2), (3), (6) and (7) of the Pinellas County Code; do not change payment terms or the sums paid or received by the County; or subsequent reviews of Contracts that have already been reviewed by Finance that do not change financial or payment terms (i.e., Contracts that undergo a second review process because of revisions made to material terms).
- C. M - Contracts or Contract amendments that do not involve or require the payment or receipt of money to or from the County, including Contracts set out in Section 2-62(a)(2), (3), (6) and (7) of the Pinellas County Code; do not change payment terms or the sums paid or received by the County; or subsequent reviews of Contracts that have already been reviewed by OMB that do not change financial or payment terms (i.e., Contracts that undergo a second review process because of revisions made to material terms).

9.5 PROCEDURE FOR EXECUTION OF CONTRACTS

It is the responsibility of the Clerk to ensure, after Board of County Commissioner approval, that the Chairman properly executes the contract. This requires the signature of the Chairman of the Board and attestation by the Clerk. The Purchasing Department shall retain one original contract and will forward the other fully executed “original” to the other party to the contract.

9.6 FOLLOW-UP AND CONTRACT ADMINISTRATION/MONITORING

A. PURPOSE

It is the purpose of this section to establish procedures for administering/monitoring contracts.

B. SCOPE

The scope of this procedure is limited to the monitoring of contracts for commodities and services by the originating Department and the Purchasing Division.

C. OBJECTIVES

The objectives for this program are:

1. To assure that the County obtains the required commodity or service on time and the contractor receives proper and timely compensation.
2. To assure that the contractor and County perform all contractual obligations.

9.6 FOLLOW-UP AND CONTRACT ADMINISTRATION/MONITORING – Continued

3. To establish a mechanism for modifying contracts; for price adjustment and expediting; handling discrepancies and deficiencies; handling default and termination; handling claims, disputes and appeals; administering payment provision; monitoring and evaluating contractor performance.
4. To provide accurate data for reports, audits, and other records as may be required for the Board of County Commissioners and the County Administrator.

D. RESPONSIBILITY

ORIGINATING DEPARTMENT

In the execution of its responsibilities, the originating department will:

1. Determine the need for a contract, lease, maintenance agreement, etc.
2. Develop the contract requirements, description, or scope of work
3. Determine the expected quality or performance level required
4. Establish schedules for the duration and completion of contracts
5. Assign a project manager or contract administrator
6. Monitor performance
7. Document contract performance deficiencies (utilizing the vendor performance evaluation form)
8. Forward vendor documentation to the Purchasing Department
9. Prepare closeout and other final payment reports
10. Maintain proper insurance

E. PURCHASING DEPARTMENT

The Purchasing Department will assist the originating departments in the follow-up and administration of contracts. In the execution of this responsibility, the Purchasing Division will assist the department to:

1. Upon requisitioning department request, require from the contractor full conformance to specifications,
2. Ensure the correct legal name is contained in contract documents and further confirm status of legal entity
3. In conjunction with the requisitioning department, obtain appropriate price reductions and or/additions as necessary.
4. Hold contractor responsible for damages suffered by the County resulting from the contractor's failure to perform as agreed.

9.6 FOLLOW-UP AND CONTRACT ADMINISTRATION/MONITORING – Continued

5. In conjunction with requisitioning department make certain the County does not fail to perform its obligations, thereby relieving the contractor of performance responsibilities.
6. Preclude the issuance of unnecessary or excessively priced change orders or contract amendments
7. Maintain standard clauses for contractual terms and conditions,
8. Initiating “cure” process to ensure vendor cures contract deficiencies within a reasonable period of time.
9. Maintain records of vendor performance
10. Conduct a review/investigation of the vendor’s performance upon originating department’s request
11. Proper payment of invoices on time and at contract price. If a dispute arises from non-payment of a payment request or invoice, please see Section 9.15 pertaining to dispute resolution.

9.7 CONTRACT DEVELOPMENT, APPROVAL AND EXECUTION

A Contract Development (when appropriate)

Subsequent to the receipt of bids, proposals, quotes, negotiations, etc., and prior to approval of the recommended vendor, a written contract shall be prepared in accordance with the following procedures:

1. Draft contract shall be prepared by the County Attorney in conjunction with the contract manager or departmental designee for review by the appropriate Department Director. Not all Service contracts require written contracts. Most Service contracts can be finalized with issuance of a purchase order.
2. Construction Contract: The Purchasing Department in conjunction with the County Attorney utilizes standard construction and consultant service contracts as well as non-construction service contracts. Please check with the respective attorney prior to the development of contracts.
3. Draft contracts should include, but not be limited to the following: the basic type and period of services to be provided; method and payment schedule (phases); termination clause; change order statement; time schedule of project; remedies, right of audit, successors and assignees; governing law, insurance statement and copy of certificate of insurance; performance bond; project team/manager, entire agreement statement, signature authority, an acceptable level of legal and liability protection, and a scope of work statement according to the various phases, if any, time restriction of each phase and addendum, etc. and materially represent the provisions called for during the Bid/RFP selection process.

9.7 **CONTRACT DEVELOPMENT, APPROVAL AND EXECUTION** - Continue

B. Contract Execution

Upon obtaining approval of the contract by the appropriate authority, the execution of the contract shall be as required by procedure.

1. The Purchasing Department shall forward at least two (2) original copies of the formal contract signed by the vendor including all relevant attachments to the Clerk of the Court whose responsibility shall be to ensure proper execution.

The Purchasing Department should ensure the proper execution of contract documents:

- a. The vendor should in most cases, sign the document before the County. The signor must be prepared to provide proof of his or her authority to bind the vendor.
- b. The vendor's signature should be attested by one other person, preferably an officer of the corporation. If the vendor provides a corporate seal, the seal must be affixed - When a corporate seal is utilized, one signature and corporate seal will suffice.
- c. The blanks left for dates on the first page of the County's standard contracts should not be filled in by the vendor. These dates are to be filled in by either Board Records or the Purchasing Department referencing the date the Chairman signs the agreement or the start date of the contract.

C. Purchasing Department should:

Fill in the blank in the standard contracts before rounding the contracts through contract review for approval as to form. They are as follows:

1. The date the Invitation to Bid or Request for Proposal was issued (from the first page of the ITB or RFP document); and
2. The sections of the ITB or RFP requiring bonds and insurance. These blanks are part of the "Document Comprising Contract" clause.

D. Board Records shall:

1. Forward all copies of the agreement to the Board Chairman for signature.
2. Forward all copies of the contract to the Clerk for signature attesting to the signatures of the other County Officials.
3. Distribute executed copies of the contract to the Originating Department, Finance Department, Purchasing Department and other affected parties.
4. The County Administrator or designee may execute contracts with expenditures up to \$250,000 in a fiscal or calendar year.

9.7 CONTRACT DEVELOPMENT, APPROVAL AND EXECUTION – Continued

5. The Purchasing Director or designee may execute contracts up to \$100,000 in a fiscal or calendar year.
- E. Upon receipt of the executed contract the originating department shall be responsible for issuing the Notice to Proceed in the manner described in the contract. IN NO INSTANCE SHALL WORK BEGIN WITHOUT ISSUANCE OF THE NOTICE TO PROCEED, WHERE DEEMED APPROPRIATE (e.g., A / E, Construction projects.)

9.8 CONTRACT ADMINISTRATOR/MANAGER RESPONSIBILITIES

The contract administrator/manager shall be responsible for the development of draft contract scope of work in conjunction with the County Attorney; monitoring the contract; negotiating with the Contractor any proposed contract modifications; and the processing of any required Change Orders. The contract administrator manager shall also ensure that the contractor complies with the terms and conditions of the RFP or ITB including appropriate insurance requirements.

In fulfillment of this responsibility, the contract manager shall ensure that the proposed change order is market/price competitive; does not materially change the original scope of work unless given prior approval by the appropriate official has been granted.

9.9 CONTRACT CHANGE ORDER/AMENDMENT

A. Justification for Change Order/Amendment

The need for a change order/amendment is typically associated with a change in scope of work, scheduling, field conditions, errors in plans, undetected site conditions, adjustments, and materials to be used.

B. Change Order/Amendment Approval Process

Once it has been determined a change order/amendment is required, the contract/administratormanager shall process the request for change order/amendment approval consistent with the authority level identified in Section 3.

All change orders/amendments for capital and non-capital projects shall be reviewed, approved by the responsible department director. In most cases change orders/amendments shall be approved by the County Attorney's Office prior to being submitted to the Board for approval.

C. Construction Contract Closeout and Release of Retainage

The County Administrator, through delegated authority, has the ability to closeout and authorize the release of retainage for construction contracts. The County Administrator has authority to approve change orders/amendments in an amount that involve the receipt or payment by the county of not to exceed \$250,000.00 in a fiscal, contract, or calendar year.

9.10 **ADMINISTRATION**

It is the responsibility of the originating department to take the necessary steps to ensure implementation of the contracts with which they are involved. These contracts should be continually monitored for compliance with contract terms and conditions. Questions of interpretation and resolution of perceived potential or present problems in such contracts will be referred to the appropriate reviewing authorities for consideration.

After the award of a contract, the responsible department will ensure that both the County and the vendor are in compliance with all terms and conditions of the contract including: obtaining the needed commodities or services on time and that the supplier receives proper compensation; to assure that the supplier and County perform all contractual obligations. Departments shall follow-up and expedite the handling of discrepancies and deficiencies and maintain a written record of the vendor's performance relating to contract requirements. The Purchasing Department shall support the originating department in establishing a positive working relationship with the vendor.

In cases where the vendor does not adhere to delivery and specifications or is in technical breach of a contract, the department must attempt to rectify the situation with the vendor and maintain a written record of these attempts. A written record should contain specific instances of non-compliance with contract requirements and a time frame for resolution of the issues involved. The department shall provide copies of all correspondence and records to the Director of Purchasing. The department should utilize the County Vendor Performance Evaluation Form and/or a written report to accompany records.

In cases where the department is unable to rectify a breach of contract with the vendor, the matter shall be turned over to the Director of Purchasing along with all documents for resolution which may include, but are not limited to, a recommendation to cancel the contract, suspend or disqualify the vendor. The Director of Purchasing shall follow appropriate procedures to determine the form of disciplinary action applicable for the vendor and shall render a decision to cancel the contract and/or suspend the vendor, in accordance with Section 7 of the purchasing manual and Section 2-161 of the County Code.

ONLY the Board may cancel a contract awarded by the Board. The County Administrator may, however, suspend a contractor's performance if it is in the best interest of the County to do so, prior to placing the recommendation for cancellation before the Board for approval.

9.11 **DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

9.11 **DISPUTE RESOLUTION** – Continued

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then re-submit the invoice as a “Corrected Invoice” to the requesting department which will initiate the payment timeline.
 - 1. Requesting department for this purpose is define as the County department for whom the work is performed.
 - 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a “Dispute Manager” to resolve the issue at departmental level.
 - 1. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
 - 2. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County’s satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
 - 3. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

9.11 DISPUTE RESOLUTION – Continued

4. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

SECTION 10

CONTRACTING FOR PROFESSIONAL SERVICES CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)

10.0 INTRODUCTION

The purpose of this procedure is to provide guidance for hiring professional firms for architectural, engineering, landscape architecture, land survey and mapping services, design build and construction management services as per Florida Statute (F.S.) 287.055. The CCNA process allows for professional firms to be hired based on the ability of the firm and quality of personnel, minority business enterprise consideration, firm experience with projects of similar size and scope, firm's willingness to meet the schedule and budget requirements, volume of work previously awarded by the County, effect of the firms current and projected workload, location and past performance.

In addition, the County has the right, as an option, to bid construction management services and, design build contracts through an invitation to bid or request for proposal process as provided in F.S 255.20 (1), where cost is considered in the award process. The option to bid construction management services and design build contracts shall be the sole option of the County.

10.1 RELEASE OF CCNA REQUEST FOR PROPOSALS

The Purchasing Department shall develop a request for proposal (RFP) document based on the needs of the requisitioning department and release the document per procedure established in section 3.16 of the Purchasing Procedures. The RFP document shall contain a general description of the project and shall indicate the method and the time within which interested professional firms can provide their written responses. In addition, the RFP document shall contain a draft agreement, period of term and any potential contract extensions.

10.2 QUALIFICATION OF CONSULTANTS

The basis of judging qualifications shall be at the time of committee evaluation. The Purchasing Department shall maintain a list of firms by discipline capable of providing services. The firms contained on the list are not deemed to be qualified until judged by an evaluation committee.

10.3 EVALUATION OF CONSULTANTS

The evaluation committee shall review statements of qualifications and performance data submitted in response to a released RFP and "Short List" the most qualified firms accordingly. The process utilized to evaluate CCNA RFP's shall be the same process utilized for all other County RFP processes. This process of evaluation involves individual review with consensus scoring determined at a public meeting. By utilizing this process, CCNA RFP's will be consistent in approach will all other County RFP processes.

10.3 EVALUATION OF CONSULTANTS - Continued

The evaluation committee shall select at least three (3) firms deemed to be the most qualified, if at least three (3) firms respond to the RFP. If there are less than three (3) firms responding to the RFP and after searching it is decided every effort was made to meet the requirements of F.S. 287.055, the County shall proceed with the evaluation process.

The evaluation committee may request public/oral presentations and/or shall request some type of discussions with a minimum of three (3) firms (if three firms submitted to the RFP). The oral presentation shall include a firms' understanding of the project and strength of the individual proposed team members as demonstrated; ability to furnish the required service within time and budget; and approach to the project and methods used to plan, design and administer the project. Each evaluation committee member shall rate each firm and the committee will decide on a total average combined score to determine the top ranked firm. If public/oral presentations are not conducted the ratings applied during the "short list" phase will determine the rank order of firms for negotiation.

10.4 DEFINITION FOR SHORT LIST OR INITIAL RANKING CRITERIA

A. Ability of Firm and its Professional Personnel, Willingness and Ability to Meet Schedule and Budget Based on Current and Projected Workload.

1. Reviews the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team.
2. Reviews the professional resources available to properly provide services as requested in the RFP document.
3. Reviews the project team to insure the team proposed contains all of the critical disciplines required.
4. Prime team proposed should have exceptional professional resources to properly provide services.
5. The project manager and proposed team should be uniquely qualified to provide the desired services.
6. Evaluates the workload commitments that will impact the firm's ability to complete services on schedule.
7. The submittal should demonstrate that the firm has adequate time available and personnel to compete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

450 points are possible for this criterion.

B. Firm Experience with Project of Similar Size and Past Performance

1. Reviews the firms experience with projects of similar size, type and scope and the performance on those specific projects.
2. The prime firm must have adequate, recent (within the past five years) experience with projects of similar type as defined in the RFP document.
3. Experience pertaining to specific Pinellas County projects may also be considered. Pinellas County staff shall not however furnish references for such projects.
4. The scope of services provided should represent projects that are similar to those defined in the RFP document.
5. The overall performance of the firm relative to projects of similar size and scope should be evaluated.

375 points are possible for this criterion.

10.4 **DEFINITION FOR SHORT LIST OR INITIAL RANKING CRITERIA** – Continued

C. **Volume of Work Previously Awarded by the County**

Pre-populated by the Purchasing Department, the purpose of this criterion is to effect an equitable distribution of contracts. For Continuing Contracts, this criterion is evaluated based on dollars spent with a firm during the two (2) previous completed fiscal years through current date. For Non-Continuing Contracts this criterion is evaluated based on value awarded to a firm during the two (2) previous completed fiscal years through current date. The points are worth 5 percent of the overall points available and are distributed as follows:

\$0 - \$200,000 – five (5%) percent of points available

\$200,001 - \$400,000 – four (4%) percent of points available

\$400,001 – 600,000 – three (3%) percent of points available

\$600,001- \$800,000 – two (2%) percent of points available

\$800,001 - \$1,000,000 – one (1%) percent of points available

Over \$1,000,000 – zero (0%) percent of points available

Based on a typical 1000 point evaluation scoring process, a firm deemed to be in the \$0-\$200,000 category threshold would be allotted 50 points etc.

D. **Minority Business Status**

Provides points pre-populated by the Purchasing Department for minority business status as designated by the State of Florida. If the firm is designated as a minority business by the State of Florida, five (5%) percent of the total evaluation points are awarded (50 points). If the firm does not have minority business status as per the State of Florida, zero (0%) percent of the points available are awarded.

E. **Location**

Evaluates the location of the project team relative to Pinellas County including the prime firm and project manager. If firm has an established office located in Pinellas, Manatee, Hillsborough or Pasco counties, 75 points are awarded. If not, no points will be awarded.

10.5 DEFINITION OF PUBLIC/ORAL PRESENTATION CRITERIA

A. Understanding of Project

Evaluate the firm's understanding of the overall project including the scope of work which may include but is not limited to, studies performed that affect the project, key design elements and affect on the community involved. Evaluation of the firm's qualifications and qualifications of the individuals proposed for the project including the project manager and staff of the firm to be assigned. Qualifications shall include but not be limited to experience with similar projects, management experience, firm experience, etc.

B. Ability to Provide Required Services Within the Schedule and Budget

Evaluation of the firm's overall approach including experience in scheduling projects, systems that will be used to keep track of the project schedule, cost control, quality assurance and quality control, issues and methods employed to avoid cost overruns and project delays.

C. Managerial Methods Used to Plan, Design and Administer the Project:

Evaluation of the overall approach of the project proposed by the firm and the appropriateness of the methods proposed to plan, design and administer the project in relation to the scope of work and County requirements.

10.6 EVALUATION COMMITTEES

The CCNA evaluation committee shall consist of at least three (3) but typically not more than seven (7) members (unless deemed to be in the best interest of the County) based upon their expertise and association with the project. The evaluation committee must consist of at least one person from the requesting department or division of a department; however, the requesting department or division within a department cannot have majority representation on the evaluation committee. As an example, an evaluation committee consisting of three (3) representatives shall only contain one representative from the requesting department or division.

The committee may consist of subject matter experts and professionals from outside of County government as deemed necessary. All representatives selected to CCNA evaluation committees must be approved by the CCNA Oversight Committee.

All evaluation committee members must be free of conflicts of any sort, either direct or indirect and must complete the applicable Conflict of Interest form prior to participation in an evaluation process.

10.6 EVALUATION COMMITTEES - Continued

All evaluation meetings are public meetings. The meeting is proctored by a representative of the Purchasing Department. Purchasing Department representatives cannot participate as a voting member on an evaluation committee. The CCNA evaluation committee may be convened at any time to address pertinent issues pertaining to the procurement process; however, any discussion regarding the actual evaluation of proposals must be advertised as a public meeting before the meeting can be held. Advertisement consists of posting the meeting on the official County calendar at least seven (7) days prior to the meeting.

The Purchasing Department shall provide a written summary of the evaluation proceedings. The written summary, at a minimum, shall set forth the names of the evaluation committee member's present and official action taken by the committee.

10.7 EVALUATOR POOL

The Director of Purchasing shall have the responsibility for developing and maintaining a pool of qualified evaluators to participate in CCNA evaluation committees. The pool of evaluators shall be composed of assorted subject matter experts, both internal and external to County government and be capable and willing to evaluate CCNA proposals. The evaluator pool shall not contain members from the Purchasing Department, Office of County Attorney or Board of County Commissioners. Procurement processes for certain specialized services may require the ad hoc addition of evaluators to assist in the evaluation process.

10.8 RANKING OF FIRMS

Members of evaluation committees shall review each proposal submitted during a competitive CCNA process. The evaluation committee will convene at a prescribed public meeting and score proposals based on defined scoring criteria. The evaluation committee shall select in order of preference, at least three (3) firms, if at least three (3) firms responded to the public solicitation. If less than three (3) firms respond, and after the Purchasing Department provides ample due diligence to comply with F.S. 287.055 requirements, the County will evaluate all respondents and proceed with the evaluation process. As an option, the County may conduct public/oral presentations with a minimum of three (3) firms (if three firms submitted).

Upon completion of firm ranking and oral presentations (if applicable), the Purchasing Department will work with the Managing Department to move forward with the negotiation process.

10.9 NEGOTIATION

Staff (usually the department managing the project) will negotiate a contract with the most qualified firm (number one ranked firm) for professional services. The Purchasing Department will be responsible for facilitating this process. Detailed discussions must be held by the firm and the County to clearly establish the scope of the project and the exact services to be performed by the firm. Should the County and firm fail to reach agreement, negotiations with the first firm are terminated and negotiations with the second ranked firm shall commence. If again unsuccessful, the process is repeated with the next ranked firm. The process is continued until a mutually agreeable contract is concluded or the procurement process is abandoned. Termination of negotiations with the first firm and commencement of subsequent negotiations does not require approval.

10.10 TRUTH IN NEGOTIATIONS

The successful professional firm shall execute a truth in negotiation certificate stating that wage rates and other factual unit costs supporting compensation are accurate, complete and current at the time of contracting. Any professional service agreement in which such a certificate is required shall contain a provision that the agreement price shall be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All adjustments to the agreement, if any, shall be made within one (1) year following the end of the agreement.

10.11 AWARD

The final negotiated contract will be presented for approval Per Section 2-178(l) of County code. Based upon the final negotiated contract, a contract which is \$100,000.00 or less in a fiscal or calendar year may be awarded by the director of purchasing; a contract which is \$250,000.00 or less in a fiscal or calendar year may be awarded by the county administrator and all contracts exceeding \$250,000.00 in a fiscal or calendar year shall only be awarded by the Board.

10.12 CONTINUING CONTRACTS

Per FS 287.055, a continuing contract is a contract for professional services entered into with all of the procedures of F.S. 287.055 between the County and a firm whereby the firm provides professional services to the agency for projects in which the construction costs do not exceed Florida Statute threshold, for a study activity where the fee for such professional services does not exceed Florida Statute threshold or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause. The consultants on continuous contracts are selected to perform professional services on same or similar terms.

For each specific task to be performed regarding a continuing contract, the requesting department shall prepare or have prepared with the assistance of a consultant the tasked out scope of work. The scope of work shall include only those services to be performed and should include as applicable but not limited to; time for completion, amount of compensation, and construction cost estimate.

Tasked out scope of services are narratively described and supported by a detailed spreadsheet of tasks and subtasks with distribution of appropriate man hours by job title for each task and subtask at rates from the continuing consultant's contract fee schedule. Assignments will be rotated among firms as feasible by the facilitating department based upon the specific discipline required, experience and qualifications of the firm.

Continuing contracts are evaluated as per the evaluation of consultants for all other CCNA contracts. Oral presentations are not required for the evaluation of continuing contracts and the criteria utilized to evaluate the firms will be the same as utilized for determining the short list of other CCNA contracts.

10.13 CCNA OVERSIGHT

The County Administrator shall appoint a minimum of three (3) members of his/her executive management team (Assistant County Administrators) to provide oversight of the CCNA process. Such oversight will pertain to but not be limited to: composition of evaluation committees, evaluator pool members, the evaluation process and any other matters deemed appropriate by the County Administrator.

Prior to the scheduling of CCNA evaluation meetings, the Purchasing Department shall be responsible for obtaining Oversight approval of the committee members for the purpose of insuring the committee is comprised of equitable members and that no apparent conflict exists. The Purchasing Department shall be responsible for obtaining CCNA Oversight pertaining to the evaluation process to BCC consideration. The purpose of this oversight is to review the evaluation process and insure no obvious discrepancies exist such as incorrect scores or errors in the process.

10.14 DESIGN-BUILD SERVICES

Design-build services shall be governed by F.S. 287.055. The County shall award design-build contracts by the use of a qualifications based selection process pursuant to F.S. 287.055(3)--287.055(5), or by use of the competitive proposal selection process set out in this section. The procurement of competitive proposal design-build services shall be made in accordance with the following rules and procedures:

- A. Design criteria package: The design criteria package shall be prepared and sealed by a design criteria professional employed or retained by the County. If the County enters into a professional services contract for the preparation of the design criteria package, the professional shall be selected and contracted with in accordance with the requirements of F.S. 287.055(4) and 287.055(5). The professional preparing the design criteria package shall not be eligible to render services under a design-build contract executed pursuant to the package prepared by such professional.
- B. Selection/negotiation committee: The County shall publicly advertise in a uniform and consistent manner on each occasion when design-build services are required except in cases of valid public emergencies. The advertisement shall include a general description of the project and shall indicate how, and the time within which, interested design-build firms may apply for consideration.

Any firm or individual desiring to provide design-build services for the County must first be determined legally qualified. Legal qualifications are:

- 1. Firms must be properly certified to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent.
- 1. Firms must be properly certified to practice or to offer to practice engineering, architecture, or landscape architecture.
- 2. The firm shall be duly qualified to perform its proposed services under any other applicable law.

10.15 SOLICITATION AND NEGOTIATION OF DESIGN-BUILD SERVICES

A. Solicitation.

Requests for proposals shall be sent to all interested firms requesting that their qualifications, proposed design be submitted at a time and place certain. The request for proposal shall contain at a minimum the design criteria package; evaluation criteria, technical and design aspects of the project; evaluating procedures and any other information pertinent to selection and award of the design-build contract. As an option, the County shall incorporate price into the evaluation process as well.

B. Evaluation.

The committee shall review all proposals and identify no less than three firms deemed qualified (if three firms propose, see Section 10.8) to perform the required services based on the evaluation criteria contained in the procurement document. The committee shall then rank and short-listed firms based on the evaluation criteria set forth on the request for proposal. The committee may require oral presentations of short-listed firms. The average combined scores received for the written proposal and oral presentation will determine the final ranking of firms. Price will also be considered in the evaluation process if used as an optional criterion.

C. Negotiation.

After ranking, the committee shall attempt to negotiate a contract within the parameters of the design criteria package. Design-build contracts will be awarded under the provisions of section 2-178(l) and other applicable provisions of this article.

D. Additional Functions of Design Criteria Professional

The design-criteria professional shall be consulted in the evaluation process, the supervision or approval of the County of the detailed working drawings of the project and for the evaluation of the compliance of the project construction with its design criteria package.

10.16 CONSTRUCTION MANAGER AT RISK SERVICES

A. Solicitation

Requests for proposals shall be sent to all interested firms requesting that their Letter of Interest; qualifications, general approach to the project and other information as requested in the RFP. The request for proposal shall contain at a minimum a narrative description of the project scope of work, evaluation criteria, evaluating procedures and any other information pertinent to selection and award of the CM contract.

10.16 CONSTRUCTION MANAGER AT RISK SERVICES - Continued

B. Evaluation

The committee shall review all proposals and identify no less than three firms deemed qualified (if three firms propose, see Section 10.8) to perform the required services based on firm qualifications, availability and past work of the firm. The committee shall rank the short-listed firms based on the evaluation criteria set forth on the request for proposal. The committee may, at their option require oral presentations of short-listed firms. The average combined scores received for the written proposal and oral presentation will determine the final ranking of firms. As an option, price may be utilized as a criterion for evaluation.

C. Negotiation

After final ranking (after oral presentations if required), the committee shall attempt to negotiate a contract within the parameters of the narrated scope of work description set forth on the request for proposal. CM contracts will be awarded under the provisions of Section 2-178(l) and other applicable provisions of this article.

SECTION 11

CONTRACTING FOR PROFESSIONAL SERVICES (NON-CCNA)

11.0 SERVICES SELECTION PROCESS FOR NON-CCNA PROFESSIONAL SERVICES

- A. To be utilized for all competitive Request or Proposals (RFP) non-CCNA
- B. An evaluation committee will be established for specific services being solicited on an as needed basis. ***The Director of Purchasing or designee shall be responsible for coordinating the activities of the evaluation committee during the evaluation process.***
- C. Prepare Request For Proposal (RFP) with detailed scope of services obtained from requisitioning department.
- D. Purchasing Department will initiate RFP through contract review procedures.
- E. Public announcement (if necessary) prepared by the Purchasing Department and advertised through the Purchasing Department website.
- F. Advertise and release RFP. Currently RFP's are advertised and released via an internet portal called DemandStar. Firms sign on with DemandStar for notification of Pinellas County competitive processes.
- G. Procurement analyst drafts list of instructions to department to initiate evaluation process. Instructions include conflict of interest statement and forms for note taking.
- H. If a pre-proposal conference is required: staff address/respond to questions the prospective consultants may have on the scope of the project as well as allowing the consultants the opportunity to question the members of the respective department.
- I. Proposals are due back by a date and time certain: multiple copies of the proposal response are requested in the released RFP document and must be submitted by the respondents before the proposal deadline. Copies of the proposal, evaluation instructions and conflict of interest forms are forwarded to the originating department for their review.
- J. Proposals are evaluated in a publically advertised evaluation meeting. At the evaluation meeting, evaluation committee members orally discuss each criterion pertaining to each firm's response. A scoring range for each criterion is established on a consensus basis; each member of the evaluation committee then selects an individual score within the range selected. This process continues until all firm's proposal submittals have been evaluated and tabulated.
- K. The evaluation committee develops a ranking of proposals based upon how the scores fit into a competitive range. A competitive range is established based on score grouping after the evaluation process is complete. Generally, scores will develop a natural competitive range where a grouping of scores separate from the remaining scores clearly demonstrating qualified firms.

11.0 **SERVICES SELECTION PROCESS FOR NON-CCNA PROFESSIONAL SERVICES** -
Continued

- L. The contract is negotiated where certain aspects of the scope of work, terms and conditions and price are discussed with the firm to improve the benefit of the contract to the County. Once negotiation is complete, the ranking and negotiated contract proceed for award based on delegated authority. The committee may also request award of proposals based on the original proposal submittal without negotiation.
- M. Certain specific contracts such as the hiring of a firm to operate the Waste to Energy Plant and requirements of Countywide Ambulance Services require a two step approval process. For such high profile contracts, the ranking of firms is approved first by the proper delegated authority. The contract is then negotiated and presented for consideration to the proper delegated authority. Other contracts may also require a two step approval process based on importance, dollar value or administrative directive.
- N. When proper delegated authority approves contract, execute agreements and proceed with contracting process.

SECTION 12

PURCHASE OF INSURANCE

12 POLICY

- A. The purchase of insurance for the needs of the Board and other Constitutional Officers will be the responsibility of the Directors of Purchasing and Risk Management through the accepted Board purchasing process. The purchase of insurance, unless otherwise required, shall be competitive, issued and released through the Purchasing Department.

12.1 VENDOR'S INSURANCE REQUIREMENT

A bid document and Request for Proposal document usually require some form of insurance. Standard coverage requested are:

- A. Worker's Compensation coverage with employer's liability coverage;
- B. Comprehensive general liability coverage with specific coverage listed;
- C. Comprehensive automobile liability insurance including loading and unloading hazardous materials; and
- D. Specialty coverage (depending on the scope of the bid document) such as professional liability, builder's risk/installation floater, 3-D comprehensive crime coverage, medical malpractice coverage, excess liability coverage, property insurance coverage, and explosion, collapse and underground coverage.

The insurance includes a 30-day notice of cancellation, Pinellas County Board named as an additional insured, and waiver of subrogation rights against the County.

SECTION 13

PRE-QUALIFICATION OF BIDDERS

13.0 POLICY

The Board established a process which requires major construction and renovation purchases in the amount of \$100,000 or greater (except for work performed under Job Order Contracting and projects requiring two step procurement due to lack of competition) be provided by firms who have met specific financial and experience criteria, to ensure that the citizens of Pinellas County receive the highest quality workmanship from providers, who have demonstrated that ability over a period of several years. To accomplish this process the Board convened and empowered a Pre-qualification Committee not employed by Pinellas County who volunteer their expertise, and meet every sixty (60) days to review each firm's formal application, financials and references. The Committee's role is to recommend to the County Administrator, the category(s) and dollar limit(s) for which applicants may provide their services. The County Administrator has final approval.

As directed by the Board, the Pre-qualification Committee shall consist of seven (7) members representing the following professional organizations.

NUMBER OF REPRESENTATIVES

- | | |
|---|---|
| 1 | Associated Builders and Contractors |
| 1 | Pinellas Chapter of the Florida Engineering Society |
| 1 | Florida Central Chapter of the A.I.A. |
| 2 | West Coast Chapter of the Florida Institute of CPA's |
| 1 | Contractors & Builders Association of Pinellas County |
| 1 | Suncoast Utility Contractors Association |

The Director of Purchasing and Directors of Real Estate Management and the Department of Environment and Infrastructure serve as ex-officio members. Committee members serve an indefinite term. Replacement members are nominated through the County Administrator to the Board, by the organization in which the vacancy occurs.

Pinellas County Board construction projects, which have a requirement of pre-qualification, require the bidder be approved in the category of construction the County is seeking. **Only those bids from bidders who are pre-qualified with Pinellas County or the Florida Department of Transportation, in an amount that equals or exceeds their bid prior to the opening of bids will be considered. This applies to all construction for which the Engineer's estimate is \$100,000 or greater.**

The Board has directed that the Purchasing Department will coordinate the pre-qualification process.

13.1 **CATEGORY DEFINITIONS**

Certification from the Florida Construction Industry Board for general contractors is required for the following categories. Proof of a valid license must be provided with the initial application for pre-qualification and each year thereafter as a part of renewal.

1. **Bridge Categories** - Requires General Contractors License or Underground Utility license.
 - A. Bridge Repair - including gunite, epoxy, latex modified shotcrete, pressure grouting, and other nonstructural repair on all types of bridges
 - B. Fixed Bridge
 - (1) Bridges that includes curved steel girders
 - (2) Bridges with multi-level roadways (three levels)
 - (3) Bridges of concrete segmental construction
 - (4) Bridges that includes steel truss construction
 - (5) Bridges that includes cable stayed construction
 - (6) A bridge of conventional construction that is over a water opening
 - C. Bascule Bridge – All bridges that include bascule spans
2. **Building Category** - The construction, remodeling and/or repair of County facilities up to three stories in height requires a Building Contractors License. The construction or structural repair of a building exceeding three stories in height requires a General Contractors License.
3. **Electrical Category** - Has the experience and knowledge to install, repair, alter, add to, or design electrical wiring, fixtures, appliances, apparatus, raceways and conduit, including the electrical installations and systems within plants and substations and ALL alarm systems and specialty categories. Requires a General Contractors License or Certified Electrical Contractor License.
4. **Marine Category** - includes all marine related construction (examples: sea walls, boat ramps, docks, etc.) with the exclusion of bridges as defined herein. This requires either a General Contractor or a Marine Specialty Contractor License.
5. **Mechanical Category** – Contractor whose services are unlimited in the execution of contracts requiring the experience, knowledge and skill to install, maintain, repair, fabricate, alter, extend, or design central air-conditioning, refrigeration, heating and ventilating systems, including duct work in connection with a complete system. A “Mechanical Contractor” shall not perform work that involves potable water lines or connections, sanitary sewer lines, swimming pool piping and filters or electrical power wiring. Requires a General Contractors License or Certified Mechanical Contractor License.
6. **Road, Street and Storm Sewer Category** - the construction and/or rehabilitation of major and local County roads. The installation and/or repair of storm sewer systems including under drains and related structures. Requires General Contractors License or Underground Utility License.

13.1 **CATEGORY DEFINITIONS** – Continued

7. **Roofing Category** - requires a Roofing Contractor License.
8. **Water and Sanitary Sewer Category** - The installation and/or repair of water and sanitary sewer. This requires a Class A General Contractors License or an underground Utility Contractor License.
9. **Well Drilling Category** - must have a license from the Southwest Florida Water Management District.

13.2 **PROCEDURES**

- A. Applications are available in the Purchasing Department. The application requires a \$50.00 processing fee, a current fiscal year-end financial statement prepared by the contractor or a Certified Public Accountant, proof of certification by the Florida Construction Licensing Board, a list of job references, and a list of owned or leased equipment. Include a resume for all supervisory personnel to be utilized for Pinellas County projects.
- B. Contractors are classified under the following categories: Building, Roofing, Marine, Roads, Streets and Storm Sewers, Water and Sanitary Sewer, Major Well Drilling and Bridges (bridge repair, fixed bridge and bascule bridge); and at various financial limitations. Board Resolution may add categories and subcategories, from time to time.
- C. For audited applications Vendors are pre-qualified based on their limits of financial capacity rounded to the nearest ten thousand dollars (\$10,000.00). For applications that do not contain audited financial statements, pre-qualification is based as shown below:
 1. **\$5,000,001 and up** - based on **AUDITED** financial statements by Certified Public Accountant.
 2. **\$1,000,001 up to 5,000,000**: based on **REVIEWED** financial statements prepared by a Certified Public Accountant.
 3. **\$200,001 up to \$1,000,000**: based on **COMPILED** financial statements prepared by a Certified Public Accountant.
 4. **\$100,000. to \$200,000**: based on financial statements **not** prepared by a Certified Public Accountant.
- D. The pre-qualification status must be updated annually at the request of the County by the Contractor. The updating consists of:
 1. Current fiscal year end financial statement.
 2. A listing of job references/projects completed within the last 18 months.

13.2 **PROCEDURES** - Continued

3. Any significant changes in the structure of the company.
4. Proof of certification by the Florida Construction Licensing Board.

Failure of a Contractor to respond to three notices will result in their removal from the pre-qualification status.

- E. The rating formula is: Ten (10) times net quick assets based on: Total assets (bank credit excluded) less questionable items, entirely or in part, less 50% of value of real estate (minus encumbrances on same). Less total liabilities, excluding:
1. Capital and surplus
 2. Real estate encumbrances
 3. Reserves for plant depreciation

Allowable value of equipment shall be book value or 50% of appraised value, if furnished, whichever is greater. Limitations are based on above calculations and past performances including experience and magnitude. Any pre-qualified bidder who feels he/she has been unjustly evaluated has the right to protest and request re-evaluation in attendance with the Pre-Qualification Committee.

- F. The Pre-Qualification Committee acts in an advisory capacity only. Their recommendations are submitted to the County Administrator for final approval.
- G. All applications and records are maintained in the Purchasing Department.
- H. Purchasing procedures for Construction Management Selection to be determined by the Board at a later date.

13.3 **JOINT VENTURES**

Procedure for Joint Ventures

Contractors: All Contractors intending to submit a bid as a "joint venture" are required to have filed proper documents with the Division of Professionals, Construction Industry Licensing Board PRIOR to submitting the bid - (see Florida Statute No. 489.119).

Vendors: Joint Venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture contract between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 14

SMALL BUSINESS ENTERPRISE PROGRAM (SBE)

On April 16, 2002, the Board of County Commissioners (Board) approved the Pinellas County Small Business Assistance Program. (Now called Small Business Enterprise Program)

The mission of the Small Business Enterprise Program (SBE) is to draft a partnership between Pinellas County Economic Development and Purchasing Department to assist small businesses in improving participation in the competitive process for County Contracts. The SBE will provide the framework guidelines for businesses to maximize access to the contract opportunities offered by Pinellas County. Economic Development will provide business assistance and the Purchasing Department will be responsible for the procurement process. The results of the SBE will assure taxpayers and the local business community that there is a system in place that assures opportunity for business assistance and contract opportunities for small businesses to conduct business with the County.

Ordinance Section 2-165: This ordinance provides for the establishment of a small business assistance program; providing findings of fact; providing intent for definitions; providing for a policy statement; providing for the authority of the Board or designee; providing for a business assistance office; providing for reports to Board; providing for Severability and providing for an effective date.

Section 1 – Intent – It is the County's intent to establish a race and gender-neutral program called the Small Business Enterprise Program. The program is intended to enhance contracting and procurement opportunities for small business enterprises. The procurement opportunities include construction, capital improvement programs, contractual services, professional consulting services, and all commodities.

Section 2 – Definitions – The Board or designated representative shall promulgate regulations establishing definitions of the following terms, using, in addition to the criteria set forth in this Section, such other criteria as it may deem desirable, including the number of employees and the dollar volume of business.

- (a) Small Business Enterprise – A local business that is independently owned and which is not dominant in its field of operation. The Small Business must also comply with the following:
- 1) The business must serve a commercially useful function
 - 2) The business must be principally domiciled in the county limits of Pinellas
 - 3) The annual sales and number of employees of the business does not exceed the maximum three (3) year average gross revenue of two (2) million and a maximum of fifty (50) employees.

SMALL BUSINESS ENTERPRISE PROGRAM (SBE) - Continued

Section 3 – Statement of Policy and Its Implementation

- (a) Statement of Policy – It shall be the policy of the County to assist small businesses with learning how to do business with the County
- (b) Implementation – The Board or designated representative shall implement the policy set forth in this Section in accordance with the regulations promulgated by the Board under this Article.

Section 4 – Authority of the Board or designated representative

- (a) Assistance with County Agencies – Where feasible, the Board or designated representative shall provide appropriate staff that shall be responsible for assisting businesses with learning how to do business with the County.
- (b) Special Publications - The Board shall give special publicity to procurement procedures designed to assist small businesses, such as learning how to do business with the County.
- (c) Source Lists - The Board or designated representative shall compile, maintain, and make available source lists of certified small businesses for the purpose of encouraging procurement from small businesses.
- (d) To the extent deemed appropriate and as may be required by regulation, the Board or designated representative shall include SBE businesses on solicitation mailing lists.
- (e) Solicitation of SBE - The Board or designated representative shall assure that SBE businesses are solicited on each procurement for which such businesses may be suited.
- (f) Training Program - The Board or designated representative shall develop special training programs to be conducted by the County to assist training may also include other training, as deemed necessary, that will improve the ability of SBE businesses to provide goods and services to the County. This training may include, but may not be limited to, methods for obtaining insurance and bonding with the intent of assisting these businesses to be able to provide these items when required by the County.
- (g) Sheltered Market Component - Informal contracts (contracts under \$25,000), at the discretion of the Board or designated representative, shall be made available only to SBE. Projects and/or contracts so designated shall be economically feasible contracts or portions of contracts. If SBE vendors cannot provide the required goods or services, then all other vendors may be contacted for quotes or bids.
- (h) The Board or designated representative must certify the business as a small business enterprise.

Section 5 – Business Assistance Office; Financial Assistance

- (a) Procurement Assistance - The Board or designated representative may establish as deemed appropriate, business assistance, including but not limited to the economic Development Department, to assist in carrying out the provisions of this part. The providing of staff support will help ensure that the needs of small and disadvantaged businesses are considered during a procurement process. Establishment of business assistance will make the County assistance to SBE businesses more accessible to them.
- (b) Financial Assistance - The Board or designated representative will either create or coordinate with existing service providers to implement cooperative programs that provide financial and bonding support for SBE Vendors.



AFFIDAVIT

(Declaración Jurada)

Small Business Enterprise Program (SBE) (Programa de Pequeños Negocios)

The undersigned swears (and affirms) that the foregoing statements concerning the location of the Business, annual sales volume, number of employees and other expressed criteria accurately describe the operations of my business:

(El abajo-firmado jura y (afirma) que la precedente declaración acerca de la localización del negocio, volumen de ventas anuales, números de empleados y otros criterios expresados describen exactamente las operaciones de mi negocio):

(Name of Business)
(Nombre del Negocio)

(Print Name of Owner)
(Imprima Nombre del Dueño)

(Number & Street)
(Número & Calle)

(City) (Ciudad)	FLORIDA (State) (Estado)	_____ Zip (Zona Postal)
--------------------	--------------------------------	-------------------------------

(Telephone No.) (Número de Teléfono)	(Fax No.) (Número de Fax)
---	------------------------------

(E-Mail Address)
(Dirección del correo electrónico)

Federal Employee ID Number (FEIN): Complete and return the attached W-9 Form.
(Número de Identificación Federal De Empleado (FEIN): Termine y regrese la Forma W-9 (incluida)

Type of Industry/Nature of Business:
(Clase de industria/Naturaleza del negocio):

Date Firm was Established:
(Fecha Empresa fue Establecida):

Type of Ownership (Check)
Estructura Legal (Marque):

☐ Corporation
(Corporación)

☐ Partnership
(Sociedad Corporativa)

☐ Sole Proprietor
(Propetario Unico)

Annual Sales Volume for the past three (3) calendar years:

(Volumen de Ventas Anuales por los pasados tres (3) años calendario):

Year 1 Ending
(Final Año 1)

\$

Year 2 Ending
(Final Año 2)

\$

Year 3 Ending
(Final Año 3)

\$

Three (3) year average annual sales volume
(Promedio de tres (3) años volumen de ventas anual)

\$

Number of employees: _____
(Número de empleados)

Is your business able to accept payment by
Credit Card?
(Puede su negocio aceptar pagos con Tarjetas de
Credito?)

Yes ☐
(Si)

No ☐

Furthermore, my business meets the following criteria:
(Además, mi negocio cumple con los siguientes requisitos):

- The business serves a commercially useful function.
(El negocio sirve una function comercialmente útil).
- The business is principally domiciled in the County Limits of Pinellas, FL.
(El negocio esta principalmente ubicado en los Limites del Condado de Pinellas, FL).
- The annual sales and number of employees of the business does not exceed maximum three year average gross revenue of two (2) million and a maximum of fifty (50) employees.
(Las ventas anuales y el número de empleados del negocio no sobrepasan el promedio máximo de tres (3) años del ingreso bruto de dos (2) millones y un máximo de cincuenta (50) empleados).

I understand that this affidavit affords my business to a SBE status for a period of three (3) years. The SBE status may be renewed subject to written notice from the County and my business for additional terms. This option may be exercised only if my business continues to qualify under the SBE criteria and status has not been revoked.

(Yo entiendo que por esta Declaración Jurada le permite a mi negocio estar bajo la categoría de Empresa de Pequeños Negocios (SBE) por un periodo de tres (3) años. La categoría de SBE puede ser renovada por término adicionales, sujeto a un aviso por escrito del Condado y mi negocio. Esta opción puede ser sólo si mi negocio continúa siendo clasificado bajo los criterios de SBE y su clasificación no ha sido revocada.).

SBE status may be revoked for the following reasons:
(La categoría de SBE puede ser revocada por las siguientes razones):

- Fraudulently obtaining, attempting to obtain or aiding another in obtaining SBE Status.
(Conseguir fraudulentamente, intentar conseguir o ayudar a otros a conseguir la categoría de SBE).
- Willfully making a false statement, whether by affidavit, report or other representation to a Pinellas County official or employee for the purpose of obtaining SBE status.
(Deliberadamente hace una declaración falsa sea por affidavit, informe y otra representación a un official del Condado de Pinellas or empleado con el propósito de obtener la categoría de SBE).
- Willfully obstructing, impeding or attempting to obstruct or impede any Pinellas County official or employee whom is investigating the qualifications of a business entity, which has requested SBE status.
(Interferir deliberadamente, impidiendo o intentar obstruir o impedir que cualquier oficial o empleado del Condado de Pinellas investigue las cualificaciones del negocio, que está solicitando la categoría de SBE).

ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR INITIATING ACTION
UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.
(CUALQUIER ALTERACION WL MATERIAL PUEDE SER CASTIGADO O DEMANDADO
BAJO LAS LEYES FEDERALES O ESTATALES RELACIONADO A LOS TESTIMONIOS
FALSOS.

SIGNATURE:
(FIRMA)

DATE:
(FECHA)

PRINT NAME
(IMPRIMA SU
NOMBRE)

TITLE:
(TITULO)

On
this

En
este

(day) of
(día) de

before me appeared
200 __, Delante de mi comparece

(name)
(nombre)

to me personally known ☐
A quien conozco

or produced
o produce

as identification, who being duly sworn, did
execute the
como identificación, quien ha sido debidamente
jurado

foregoing affidavit, and did state that he/she was properly authorized by
y ejecuta el affidavit anterior y asi declara que el.ella está debidamente autorizado por

(name of business)

(nombre negocio)

to execute the affidavit and did so as a free act and deed.

(para cumplir con las furlmalidades del affidávit y hacerlo como un acto y acción libre.

(SEAL)

Notary Public:

My Commission Expira:

**Request for Taxpayer
Identification Number and Certification****Give form to the
requester. Do not
send to the IRS.**Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Taxpayer Identification Number (TIN)Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.**Sign
Here**Signature of
U.S. person ▶

Date ▶

Detach on the perforation

STATEMENT ON USE OF SOCIAL SECURITY NUMBERS

The Clerk of the Court collects social security numbers as required or permitted by law. We are committed to protecting sensitive information and will disclose social security numbers to independent parties only as legally required.

Purposes for which we collect social security numbers include:

- Compliance with record-keeping and tax reporting to federal, state and local agencies;
- Classification of accounts;
- Identification and verification;
- Billing and payments;
- Data collection;
- Reconciliation;
- Tracking; and

Applications for home solicitation permits, marriage licenses and passports as required by state or federal law.

SECTION 15

PINELLAS COUNTY PURCHASING CARD PROGRAM GUIDELINES

15.0 INTRODUCTION

The Pinellas County Purchasing Card Program is designed to improve efficiency in processing low dollar purchases from any vendor that accepts a credit card. Authorized travel expenditures for designated employees may be procured with the purchasing card.

This program will allow the cardholder to purchase approved commodities and services directly from vendors. Each purchasing card is issued to a named individual and Pinellas County is clearly shown on the card as the Governmental buyer of goods and services.

The Purchasing and Finance Departments will monitor the performance of the program.

15.1 PURPOSE

- A. To establish policies and procedures pertaining to acquisitions in support of local purchase requirements using the state of Florida's Purchasing Card Program. The purpose of these policies and procedures is to accomplish the following:
 - 1. To provide an efficient method of purchasing and paying for goods and services not exceeding \$5,000, except as otherwise pre-approved.
 - 2. To ensure purchasing card purchases are in accordance with the County's code, policies and procedures, only purchases which are authorized by a department director for County use are allowable.
 - 3. To ensure that the County bears no legal liability from inappropriate use of purchasing cards.
 - 4. To provide for disciplinary action if the purchasing cards are misused.
 - 5. In addition, to provide for the payment of authorized travel expenditure for designated employees.
- B. The policies and procedures provided herein are minimum standards for Departments. Departments may establish additional controls if necessary.

15.2 RESPONSIBILITIES

- A. **The Director of Purchasing shall:**
 - 1. Assume overall responsibility for administering the Purchasing Card Program.
 - 2. Designate approving officials.

15.2 **RESPONSIBILITIES** - Continued

3. Establish purchase procedures.
4. Inform Directors when situations involving improper use of the purchasing card arise.
5. Revoke the delegation of purchasing authority and the purchase card as required.
6. Ensure coordination with the Finance Department.

B. **The Department Director will:**

1. Designate departmental representatives.
2. Establish internal control and billing statement review and approval procedures which include review and approval for appropriate purchases.
3. Request purchasing cards for appropriate personnel within department.
4. Handle situation involving improper use of purchasing cards by department personnel.
5. Designate approving authority and ensure that approval for travel is authorized by a department director or appointing authority, of the employee requesting travel leave in accordance with the reviewing authority.

C. **A designated departmental representative will:**

1. Comply with the procedures set forth in these Purchasing Card Guidelines.
2. Review either cardholder logs or Oracle Financial Software requirements.
3. Approve the consolidated cardholder logs or Oracle Software requirements for payment three (3) working days prior to the 18th of each month. For example, if the 18th falls on a weekend or a holiday, the Bank due date is the working day prior to the 18th.
4. Serve as liaison with the Purchasing Department.
5. Monitor all disputed purchases, credits or billing errors. Disputes or errors, which cannot be resolved, will be referred to the **PURCHASING CARD MANAGER**.

15.2 **RESPONSIBILITIES** – Continued

D. **Cardholder will:**

1. Hold and secure card
2. Order materials and services
3. Collect and save sales receipts
4. Match receipts with Bank statement
5. Obtain credit memo from merchant
6. Review charges with department purchasing card representative
7. Identify disputed items
8. Comply with Policy and Procedures
9. Notify Bank of any unauthorized charges (possible fraud)

15.3 **POLICIES AND PROCEDURES**

A. **Assignments and Control of the PURCHASING CARD**

1. Requests for and Issuance of purchasing cards
 - a. All requests for purchasing cards must be made by the Department Director or designee.
 - b. Purchasing cards will be issued to individual employees who frequently purchase goods in purchase amounts of \$5,000 or less, as allowable per Section 2-179(c) per County Code.
 - c. The purchasing card will have the employee's name, County name and tax-exempt number, and the expiration date embossed on the face of the card.
 - d. All requests for new cardholders or for changes to current cardholders must be made by submitting a request form to the Director of Purchasing, Purchasing Card Program Manager or designee. **No accounts may be established until both approving officials complete and sign the required form.**
 - e. When the Purchasing Card Manager receives a purchasing card from the issuing institution, the cardholder will be required to personally take receipt of the card and sign a Cardholder Agreement Form. The cardholder will be given a copy of the Purchasing Card Policies and Procedures guide and an oral review of the program. In the signing of the Cardholder Agreement Form, the Cardholder acknowledges he/she has read and understands the policy and procedure.
 - f. The Purchasing Card Program Manager will notify the requesting department and the Finance Department upon the issuance of all purchasing cards.

15.3 **POLICIES AND PROCEDURES** – Continued

B. **Training**

All Departmental cardholders are required to complete a mandatory training course that covers policy and administration procedures for purchasing card use, the reporting and payment process, small purchase procedures, procurement integrity, purchasing card security and Cardholder Agreement Form (see Appendix C1). To schedule this training, contact the Purchasing Department.

15.4 **POLICIES AND PROCEDURES SPECIFIC TO THE BOARD OF COUNTY COMMISSIONERS**

- A. Utilization of purchasing cards issued to the Board of County Commissioners (BCC) shall be limited to official county business for travel related expenditures such as airfare, conference registration and lodging. Additionally, the BCC may utilize purchasing cards for educational and training related activities.
- B. BCC members who misuse their purchasing card may have their purchasing card privileges revoked by a majority vote of the BCC and are further subject to the same provision as all other county employees which provides for reimbursement to the County for the transaction from personal funds.
- C. Proper use of the purchasing card is ultimately the responsibility of the cardholder. All transactions are reviewed and monitored by the Purchasing Department and Clerk of the Circuit Court. Deviations from the BCC purchasing card utilization policy shall be presented to all BCC members for further action as applicable.

15.5 **PURCHASING CARD SECURITY**

A. **Safeguarding the Purchasing Card**

It is the cardholder's responsibility to safeguard the purchasing card and the account number at all times. The cardholder must take reasonable precautions to protect the card and the account number from loss or theft. Only employees designated by the Department shall use the purchasing card. A violation of this trust will require the card to be taken from the department with the possibility of subsequent disciplinary action in accordance with established Personnel Rules.

B. **Lost or Stolen Cards**

- 1. **Reporting lost card to the issuing institution:** If a card is lost or stolen, **the cardholder** should immediately notify **the issuing institution** at the **appropriate address and/or** department director.
- 2. **Reporting Lost Cards to the Departmental Representative:** The **cardholder and/or** department director shall also notify the approving official of a lost or stolen card within one **(1)** work day after discovering the card missing.

15.5 **PURCHASING CARD SECURITY** - Continued

3. **Reporting to Purchasing Card Program Manager:** The approving official will submit a written report to the **Purchasing Card Program Manager** within two (2) working days. The report shall include:
 - a. The purchasing card number
 - b. Cardholder and department name
 - c. The date and location of loss
 - d. If stolen, date reported to Sheriff and report number. In order to report a Stolen card to the Sheriff, call 727/582-6200 and give details to the Emergency Complaint Writer. They will provide further instructions.
 - e. Date and time the issuing institution was notified
 - f. Any purchases made on the day the card was lost/stolen
 - g. Any other pertinent information

4. **Issuance of Replacement Card:**

The **issuing institution** will mail a new card within five (5) business days of the request for replacement. If the original card is found after it has been replaced, the department director should cut the original card in half and submit it to the Purchasing Card Manager.

5. **Merchant Notification of Lost, Stolen or Canceled Cards:**

Merchants who have the Cardholder's card number on file (e.g., subscriptions, mail order and telephone order) should be contacted to ensure that they update their records to reflect that the card was lost, stolen or canceled and that the account number on file is destroyed. All contacts should be documented, in writing, and shall be sent to the issuing institution and the Purchasing Card Manager.

C. **Termination or Transfer of Cardholder**

1. When an employee ends his or her employment, changes job status, is transferred to another department, or misuses or untimely approves transactions, the Department Director must collect the purchasing card, cancel and destroy upon Cardholder termination of employment, or earlier if appropriate. The department must then document reason for destroying the card and submit the destroyed card to the Purchasing Operations Manager.

If the Department is unable to collect the purchasing card when an employee is terminated, or for any other reason, the Department Director must immediately notify the purchasing Card Manager. The Purchasing Card Manager will ensure that the card is canceled.

15.5 PURCHASING CARD SECURITY – Continued

D. Authorized Use of the Card

1. **Cardholder Use Only:** Only the employee whose name is embossed on the purchasing card may use the purchasing card. **NO OTHER PERSON IS AUTHORIZED TO USE THE CARD.** Use of card will be limited as to commodities and services that can be purchased and to vendors that accept VISA cards. Under certain circumstances, the codes can be revised to allow an optional purchase.
2. **County Purchases Only:** The purchasing card is to be used for authorized County purchases only. The purchasing card may be used only within the limitations of the threshold amount of \$5,000 for small purchases requiring no quotes and travel related expenditures. In addition, with prior approval from the Purchasing Department, the purchasing card may be utilized for purchases on Master-Type Agreements exceeding five thousand dollars (\$5,000.00) per transaction.
3. **Misuse of Card:** **THE PURCHASING CARD CANNOT BE USED FOR ANY PERSONAL USE AND ANY SUCH USE WILL REQUIRE IMMEDIATE REIMBURSEMENT AND COULD RESULT IN A DISCIPLINARY ACTION UP TO AND INCLUDING DISMISSAL.**
4. **Single Purchase:** The total cost of any transaction must not exceed the established single purchase limit. A single purchase may be comprised of multiple items purchased in one transaction. All items purchased to meet a single requirement must be purchased in one transaction. **A single purchase shall not be split into two or more transactions to stay within the single purchase or cardholder limit. Any cardholder in violation of this requirement may be subject to forfeiture of the use of their purchasing card upon investigation and proof of the infraction.**
5. **Availability of Items:** All items/services purchased with the purchasing card over the counter must be available immediately. The department director or designee must inform the merchant that the transaction may not be charged to the purchasing card account until the items or services are shipped.
 - a. **Over the Counter Purchases:** All items/services purchased over the counter must be obtained by the cardholder at the time of the purchase. Items/services that are not available at the time of purchase may not be included in the purchase for later pickup.

15.5 **PURCHASING CARD SECURITY** – Continued

D. **Authorized Use of the Card** - Continued

5. **Availability of Items** - Continued

- b. **Telephone Orders**: All items ordered by telephone with the purchasing card must be available to be delivered in a single delivery. If part of an order is not completely available, do not order from that vendor until there is 100% of the order stocked.

The department director or designee must instruct the merchant to charge the purchasing card account at the time of shipment, so that the items are received before the charge appears on the statement of account. When making a telephone order the merchant must include a sales slip with the order. Telephone orders shall not be placed without this assurance.

- c. **Purchases exempt from sales tax**: All purchases made by telephone or over the counter are tax-exempt. The department director or designee must inform the vendor that the purchases are for official County purposes and are not subject to state or local sales tax.

E. **Prohibited Purchases**

Unless otherwise permitted by the Director of Purchasing under general circumstances, the purchasing card shall not be used for the following:

1. **Cash Advances**: not permitted under any circumstances
2. Rental or lease of land or buildings
3. Utilities (i.e., telephone services, telephone calls)
4. Purchase of Goods or Services for Personal Benefit/Gain

Personal Benefit/Gain: shall be any service to any cardholder, whose benefit insures to the cardholder individually and not to any department, branch, or interest of the County. Examples of personal service include but are not limited to, individual gasoline purchases, personal mail service, or any other purchase that could be reasonably viewed as a purchase of a service for an individual employee's personal benefit.

15.5 **PURCHASING CARD SECURITY** – Continued

E. **Prohibited Purchases** – Continued

5. Recurring maintenance, rental or lease of equipment that exceed \$5,000.00 per year unless prior approval received by Purchasing Department.
6. Any other items currently under a master contract or prohibited from purchase by County policies unless approved by the Director of Purchasing. For those master contracts that are authorized for use, purchasing card holders must ensure:
 - (a) Price and/or discounts is matched against the pre-established contract.
 - (b) The receipt from the purchasing card transaction has to demonstrate what was purchased and what price was paid.
 - (c) The name of the contract and contract number should be written on the receipt by the card holder.

The list of approved contracts can be found on the Purchasing intranet website. It is suggested that departments develop a centralized process to ensure all financial paperwork is processed correctly.

7. Alcoholic beverages, tobacco products
8. Entertainment expenses
9. Membership Fees, except those organizations that have been certified with open records.
10. Merchants Rebate – purchases that merchants offer a rebate for must be processed through a Purchase Order.
11. Any other purchase deemed prohibited by the respective Department Director.

F. **Permitted Travel Expenditures** via the purchasing card for employees with designated travel allowance on their purchasing card.

The following purchases are permitted with the purchasing card ONLY for authorized travel expenditures:

1. Travel related expenditures (hotels, seminars, workshops, conferences, car rental, etc.)
2. Entertainment expenses for county agencies as authorized by Florida Statute Sections 125.0104 (Convention & Visitors Bureau, 125.045 (Economic Development) and 159.47 (Industry Development Authority).
3. Utilities (i.e., telephone services, telephone calls)
4. Rental or lease of land or buildings
5. Recurring maintenance, rental or lease of equipment

15.6 **PROCEDURES FOR MAKING AND PAYING FOR PURCHASES**

A. **Procurement Card Activity Log**

1. An activity log or applicable procedures in Oracle Financials, must be used to track purchases made using the purchasing card. An activity log should be maintained, or applicable procedures in Oracle Financials, by each cardholder showing the cardholder name, card account number, department, description of each item purchased, date of purchase, vendor information, etc. (See Appendix C-2).
2. The activity log or applicable procedures in Oracle Financials should be used to reconcile purchasing card purchases which appear on the monthly Statement of Account. The activity log or applicable procedures in Oracle Financials, should be kept in a location, which is accessible to the departmental representative.

B. **Documentation for Over-the-Counter Purchases**

1. When an over-the-counter purchase is made, the cardholder must obtain the customer copy of the charge slip and an invoice or receipt specifically describing each item purchased.
2. The charge slip will be retained by the cardholder until it is forwarded to the department representative or department director.

C. **Telephone Orders**

When placing a telephone order, the cardholder must confirm that the vendor will charge the purchasing card when shipment is made so that receipt of the commodities may be certified on the monthly Statement of Account. The customer copy of the charge slip must be mailed or picked up by the cardholder.

D. **Missing Documentation**

If for some reason the cardholder does not have documentation of the transaction to send with the statement, the cardholder must attach a description of the purchase. **Continued incidents of missing documentation may result in the cancellation of the employee's purchasing card by the Director of Purchasing.**

15.6 **PROCEDURES FOR MAKING AND PAYING FOR PURCHASES** - Continued

E. **Payment and Invoice Procedures**

1. Distribution of Billing Statements

- a. The purchasing card issuing institution will post statements through the EDI system for all purchasing card transactions.

The issuing institution will also mail or post on the internet website individual cardholder statements and a consolidated summary billing to Finance. The Departments are responsible for electronically distributing an individual billing statement to each cardholder.

- b. The Statement of Account will list all transactions processed during the previous thirty (30) days.
- c. If no purchases were made on the purchasing card during the billing cycle, no Statement will be generated unless adjustments for previously billed transactions (credit) have been processed during that cycle.

2. Cardholder Responsibility:

- a. Reconcile purchasing card transactions in Oracle Financials and note any errors.
- b. Scan and attach purchasing card charge slips/receipts in Oracle Financials for all items listed for purchase card transactions.
- c. Under extenuating circumstances, should a cardholder be unavailable, at the time of reconciliation (annual/administrative leave, etc.), make provisions for such in Oracle Financials.

The card coordinator, or authorized designee shall approve, through Oracle Financials, for that particular cardholder on leave and reconcile within the required time frame to process payment.

- d. Recordkeeping – Cardholder is responsible to obtain an Itemized Merchant Sales (charge) receipt (i.e., purchase documentation that identifies items purchased and amount paid for each item) other back-up material is kept and filed with the reconciliation documents. Other documentation may include shipping documents and bills of lading. All documents and records must be maintained in accordance with appropriate Florida laws.
- e. Cardholder purchasing card transaction limit on purchases of commodities or services is \$5000 per transaction unless pre-authorized by the Purchasing Department. Any charge over this limit may be considered a violation to this policy. A violation will require the card be taken from the department with the possibility of subsequent disciplinary action in accordance with established Personnel Rules.

15.6 **PROCEDURES FOR MAKING AND PAYING FOR PURCHASES** - Continued

E. **Payment and Invoice Procedures** - Continued

3. Departmental Representative Responsibility:

- a. Review all charges for appropriateness (items purchased amount and vendor) and proper authorization and ensure all charges are proved by attached receipts or signed documentation. Ensure purchases were necessary and for official use.
- b. If any purchase(s) are questioned as to appropriateness, report items to the Department Director before forwarding to the Finance Division.
- c. Should the original bank statement be delayed or not received by the card coordinator or authorized designee, an electronic report copy of the cardholder's bank statement may be used to reconcile and forward for payment to Finance.
- d. The card coordinator, or authorized designee, must approve all statements where applicable.
- e. A higher authority (supervisor, director, assistant county administrator, etc.) must approve each cardholder's transactions. A cardholder shall not approve his/her transactions.

4. Department Director Responsibility:

- a. When purchases are questioned, the Department Director or designee will be responsible for resolving the issue with the cardholder. If the Department Director or designee cannot be satisfied that the purchase was necessary and for official use, the cardholder must either provide a credit voucher proving the item(s) were returned for credit or a personal check for the full amount of the purchase. Checks must be sent to the Finance Division with an explanation and account number.
- b. Repeated misuse of the procurement card will result in the revocation of the card. Employees incorrectly using their purchasing card will be disciplined by the Department Director and/or the Personnel Director in accordance with the Unified Personnel System Rule XXIV including, but not limited, sections XXIV.J. (10), intentional falsification of records; (12) intentional destruction or misuse of property or equipment, (14) unauthorized use of County equipment or property, (27) that the employee has misappropriated County funds, appropriated County property for personal use, or illegally disposed of County property. In addition, the employee may be personally liable to the County for the amount of any non-approved purchases and may be subject to legal action by the County. Also see Subsections 18.2A(5) and 18.4(A).

15.6 PROCEDURES FOR MAKING AND PAYING FOR PURCHASES - Continued

F. Disputed Charges

1. If the statement contains an error or item or transaction for merchandise that as not yet been received, the cardholder must first attempt to resolve the problem with the merchant by requesting a credit.
2. If items purchased with the purchasing card are defective, the cardholder must return the item(s) to the vendor within ten (10) working days for replacement or credit. If the service paid for with the purchasing card is faulty, the vendor must be notified and asked to correct the situation or provide a credit. If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute. Any action taken under this provision shall be documented in writing.
3. The Finance Division must be notified pertaining to disputed items.
4. It is essential that the time frames and documentation requirements established by the purchasing card issuer be followed to protect the cardholder right to dispute. Dispute policies and procedures issued by the purchasing card issuer will be provided at the time purchasing cards are issued to cardholders.

15.7 PROCUREMENT OF TRAVEL AND RELATED EXPENDITURES VIA THE PURCHASING CARD

- A. **Department Directors and other officials under the jurisdiction of the Board may utilize the purchasing card to procure travel and related expenses (i.e., hotel, conference registrations, hotel parking, etc.). The purchasing card shall not be used for personal travel under any circumstance. Any employee in violation of this policy shall be responsible for reimbursing the County, cancellation of the purchasing card, and subject to disciplinary action in accordance with Rule XXIV (Discipline) of Pinellas County Personnel Rules.**

The following additional procedures should be followed when using the purchasing card for travel related expenditures:

1. Follow all appropriate procedures as outlined in Oracle Financials.
2. Items that can typically be procured with the purchasing card are:
 - a. Lodging – Only a single rate should be charged. If hotel will not accept Tax Exempt Certificate, the applicable tax may also be charged to the purchasing card.
 - b. Rental cars – Most economical type of vehicle
 - c. Conference/Workshop/Seminar/Registration
 - d. Business telephone calls – substantiated

15.7 PROCUREMENT OF TRAVEL AND RELATED EXPENDITURES VIA THE PURCHASING CARD - Continued

B. The following additional procedures should be followed when using the purchasing card for travel related expenditures – Continued

3. Items that are typically prohibited:
 - a. Meals – Except for designated departmental personnel
 - b. In-room movies
 - c. Gasoline (unless authorized)
 - d. Any other item usually prohibited by Board of County Commissioners Travel Guidelines.

All travel shall be in compliance with the travel policy. Prior approval of travel must be obtained to utilize the purchasing card for reservation(s) of travel expenses. The Purchasing Director has the authority to cancel any cardholder's purchasing card immediately upon verification of misuse. There are not exceptions to the application of this policy to any employee, unless otherwise approved. The Purchasing Director is responsible for reporting such incidents to the County Administrator, Employee Relations, Personnel, Department Director, and Cardholder.

15.8 EMERGENCY CARDS

There may be situations when an employee only needs a purchasing card due to job duties associated with natural or other disasters or other unforeseen circumstances. The emergency purchasing card feature provides a card for these situations and may be set up and activated when needed. In emergency situations, the Director of Purchasing/Assistant Director, or County Administrator/Designee can activate the account immediately. Once the emergency situation is over, the purchasing card is deactivated.

15.9 MERCHANT SIGN-UP

It is important to the success of the Purchasing Card Program that merchants interested in doing business with the County of Pinellas via the purchasing card receive assistance in doing so. If merchants currently accept VISA credit cards they are already equipped to accept Pinellas County's purchasing card. A merchant who is not currently accepting VISA credit cards should contact their Financial Institution.

15.10 RECONCILIATION OF CHARGE RECEIPTS

Each Department will reconcile purchasing card reports against merchant receipts no less than monthly. Any suspicious or abnormal card usage found during the reconciliation process should be reported to the Purchasing Department Manager.

Cardholder should reconcile transactions as they are received. Any discrepancies found should be resolved with the merchant. If a resolution cannot be reached with the merchant, the transaction should be disputed through the purchasing card issuing Financial Institution by processing a dispute form through the Purchasing Department.

15.11 PURCHASE DENIED AT POINT OF SALE (“SWIPE”) MACHINE

- A. On occasion a Cardholder may attempt to purchase items from a merchant and the purchase may be denied. In most cases, the information regarding the reason for denial will be available the next day after the purchase is attempted. Some of the most common reasons for denial are:
1. The Cardholder has attempted to make a purchase from a merchant whose Merchant Category Code (MCC) is not authorized under the Agency or Cardholder's profile. Purchasing card issuing Financial Institution monitors purchasing card usage. Attempts to purchase goods/services from blocked Merchants are reported to the Agency PCPC.
 2. The purchase from the merchant may be greater than the Cardholder's single transaction limit and the purchase from the merchant may place the Cardholder over their authorized daily, monthly, or cycle limits.

15.12 RECORD KEEPING

Itemized Merchant Sales (charge) receipts (i.e., purchase documentation that identifies items purchased and amount paid for each item) other back-up material is kept and filed with the reconciliation documents. Other documentation may include shipping documents & bills of lading. All documents and records must be maintained in accordance with appropriate Florida laws.

15.13 REPORTS

Reports available from Purchasing through the purchasing card issuing Financial Institution Reporting System Software include aging reports and reconciliation reports, which indicate, disputed charges. Additionally, purchasing card charges, credit and payment details will be made available on the software reporting system.

15.14 TAXES

- A. Purchases made in Florida and for use in Florida are exempt from Florida Sales and Use taxes. The County's tax-exempt identification number is printed on the face of the purchasing card and should be sufficient information for the merchant to honor the tax-exempt status of the purchasing card.
- B. Purchases made in other states are generally subject to that state's sales tax. Examples include supplies purchased either while traveling or for use in that state.
- C. As with all County purchases, the Cardholder must be diligent when dealing with the merchant regarding taxes. The Cardholder will be unable to dispute taxes charged since the purchasing card **Issuing Institution** cannot process a charge back to the merchant for taxes.

15.15 INSURANCE REQUIREMENT

- A. Any services to be performed on County premises require a current Certificate of Insurance in order to proceed with a purchase order for services required by Pinellas County. The Certificate of Insurance should cover the following:

Workers' Compensation in at least the limits as required by Florida Statute; **Employers' Liability Insurance** of not less than \$500,000 per Employee, Employee Disease, and Policy Limit Disease.

Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation, and Personal Injury with limits of liability of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

Business Automobile and Trucker's/Garage Liability covering owned, hired and non-owned vehicles with minimum combined single limit of \$1,000,000 each accident. Coverage shall be on an "occurrence" basis and shall include coverage for loading and unloading hazards.

Pinellas County, a political subdivision of the State of Florida is to be endorsed as an additional insured for all policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, and shall be named as the Certificate Holder.

ADDITIONAL POLICIES MAY BE REQUIRED BASED ON THE EVALUATION OF SCOPE OF WORK AND/OR SPECIFICATIONS FOR EACH INDIVIDUAL PROJECT.

15.15 INSURANCE REQUIREMENT - Continued

B. Emergency Purchasing Card

The County may request from the vendor performing a service to comply with Insurance Requirements and provide evidence as such with a Certificate of Insurance.

15.16 NO LIABILITY OVER SINGLE PURCHASE LIMIT

The purchasing card issuing Financial Institution will not hold the County liable for any transactions, which exceed the single purchase limits set by the County on the date that the transaction was authorized.

15.17 PROTECTION FOR MISUSE UNDER SINGLE PURCHASE LIMIT

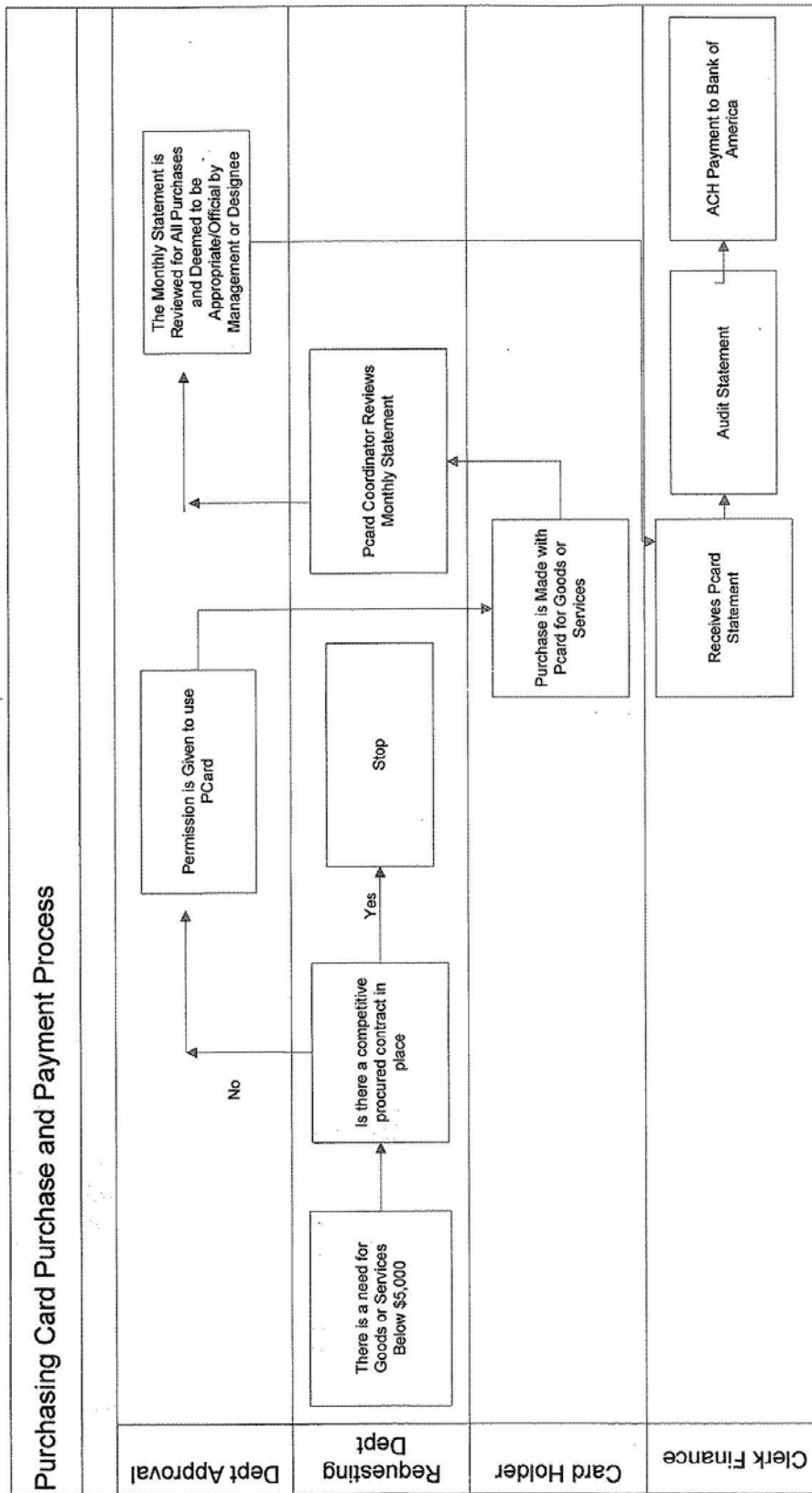
To protect the County against cardholder use outside the scope of the employment, the purchasing card issuing Financial Institution will provide liability protection coverage up to \$15,000 per cardholder. (Criteria for coverage include but are not limited to, cardholder termination and notification thereof to the Institution within two (2) business days. See Appendix I - Visa Liability Waiver Claim Form.)

Also as stated above, the issuing Financial Institution would not hold the County liable for misuses if the transaction exceeds the single purchase limit established at the time of the authorization. Furthermore, the issuing Financial Institution provides many other points of sale authorization controls (single purchase limit, dollar/transaction controls, Standard Industrial Code ASIC@ controls), which can be tailored by the County to meet the individualized purchasing needs of each employee. If hard controls are not desired, the issuing Financial Institution can provide SIC exception reporting, sample policy guidelines (termination), and employee contracts that have been useful in helping other organizations deter misuse.

Other Protection:

Notwithstanding the above, the purchasing card issuing Financial Institution will identify and hold harmless the County, their officers and employees from any and all claims, suits, actions, liabilities, and costs of any kind (including attorney's fees), for personal injury (including death) or damage to real property or tangible personal property arising from the acts or omission of Bank of America, its agents, officers, employees, partners, or subcontractors, without limitations.

Furthermore, the County shall be entitled to and the issuing Financial Institution, shall adhere to and provide all protections offered with respect to, but not limited to, extensions of credit, credit card issuance, credit card transactions, interest, payments and settlements, as established by Federal or State law, regulation or rule, State of Florida procedure or executive order.



SECTION 16

JOB ORDER CONTRACTING PROCEDURE

16.0 DEFINITION

Job Order Contracting (JOC) is a method for Pinellas County (County) to complete numerous, commonly encountered construction type projects quickly through multi-year contracts with Job Order Contractors. JOC reduces engineering, design/contract procurement schedules and construction for a wide variety of renovation, repair and basic construction type projects.

There is an additional cost associated with JOC program administration. The County JOC program was initiated through a consultant who is paid a percentage based upon work orders issued to administer the program. On one hand, market variation and conditions may net favorable pricing as compared to the fixed price schedule contained in JOC contracts. On the other hand, market variations and conditions may cause a rise in construction costs compared to the fixed JOC pricing schedule. For these reasons, the JOC procurement method should be utilized only for those projects where the benefits of the JOC program outweigh the benefits that may be obtained through other procurement methods.

16.1 PURPOSE

JOC is a construction method of procurement whereby County departments and agencies may award a work order to a Job Order Contractor for minor construction, repair, rehabilitation or alteration of facilities or infrastructures. Subsequently, the work shall not be of a recurring nature, the delivery times should be definite and definite quantities and orders should be awarded substantially on the basis of pre-described and pre-priced tasks under a contract by a Job Order Contractor.

Rehabilitation, repair, alteration, and construction may also include but not be limited to: electrical, mechanical, plumbing, painting, roofing, landscape improvements, data communication, audio visual, internal and external signage, flooring etc. to all facilities and infrastructure owned or managed by the County.

16.2 PROCEDURE

- 1) Job Order Contractors shall be selected through an Invitation to Bid process utilizing the Capital Improvement bid boilerplate and contractors prequalified under the "building" category.
- 2) Award of JOC(s) shall be made to the contractor(s) offering the most advantageous bid, with all other evaluation factors considered.
- 3) The County shall take advantage of every construction delivery method (design bid build/design build/Construction Manager at Risk etc) including JOC but shall not use JOC exclusively.

16.2 **PROCEDURE** – Continued

- 4) JOC may at times be utilized for new construction when justified due to unique circumstances, but not necessarily for large/complex construction projects or complex renovations. New construction projects and complex renovations must be approved prior to obtaining pricing from the JOC contractor by the Assistant County Administrator responsible for the requisitioning department.
- 5) Due to the fact that recurring construction type projects are not unique and typically do not involve time constraints, the use of competitive bidding for the purpose of attracting competition shall be utilized in lieu of JOC. JOC shall not be utilized for recurring type construction projects (i.e. sidewalk, asphalt refurbishment) except as provided in paragraph 6 below.
- 6) If a requisitioning department requests to utilize JOC for recurring type construction projects due to a special need such as a time constraint or the unique aspect of the overall project, the requisitioning department will be responsible to provide justification which includes an analysis demonstrating that JOC is on equal terms pertaining to cost and other factors when compared to other construction delivery methods. Such analysis may consist of one or more of the following:
 - Market Research
 - Review of past County and other agency contracts
 - Rationale for utilizing JOC as compared to other construction delivery systems
 - Competitive quotation/bid for a single project within the recurring list of projects

In addition, the requisitioning department must seek approval of the Assistant County Administrator/Executive Director responsible for their department prior to obtaining pricing from a JOC contractor for a recurring type construction project.

- 7) JOC work orders shall typically be considered for projects up to \$500,000 expenditure per order. Projects in excess of \$500,000 but of a simplistic nature (such as roof replacement) may be considered viable for JOC delivery. In addition, projects that require selective demolition, investigation and development of pricing and construction in a series of controlled phases may lend themselves to JOC delivery even if they exceed the \$500,000 threshold. Work orders exceeding the \$500,000 threshold must be approved prior to obtaining pricing from the Job Order Contractor by the respective Assistant County Administrator responsible for the requesting department.
- 8) The JOC process shall be administered by the Real Estate Management Department (REM) in conjunction with the JOC program consultant. REM shall be responsible for the overall management of the JOC program including but not limited to:
 - Monitoring the quality and responsiveness of the JOC contractors. JOC is a performance based delivery system and established where the strong performing contractors are utilized.
 - In conjunction with JOC consultant, establish cure meetings with contractors for REM contracts. Cure meetings with contractors shall typically be the responsibility of the requisitioning department.
 - Adherence to policy regarding types of work allowed under the program and dollar expenditure per work order.

16.2 PROCEDURE – Continued

- 9) The requisitioning department shall be responsible for administering work orders under the JOC program.

16.3 PROCEDURE SYNOPSIS

JOC may be utilized when:

- a) Without further approval when the project is under \$500,000 and not recurring or new construction.
- b) For new construction only when justified with approval by the Assistant County Administrator/Executive Director responsible for the requesting department (see number 4 above).
- c) For recurring projects only when JOC is on equal terms with other delivery systems and the Assistant County Administrator responsible for the requesting department approved (see number 6 above).
- d) Projects over \$500,000 of a simplistic nature such as roof replacement or projects that require construction in controlled phases and then only when approved prior by the Assistant County Administrator/Executive Director responsible for the requesting department (see number 7 above).

SECTION 17

DEFINITIONS

ACCEPT - To receive with approval or satisfaction; to receive with intent to retain (e.g., accept delivery of material at receiving).

ACKNOWLEDGMENT - A form used to inform the buyer that the seller has accepted the order.

ACQUISITION - The act of acquiring commodities or services (including construction) for the use of a governmental activity through purchase or lease. Includes the establishment of need, description of requirements, selection of method of procurement, selection of sources, solicitation for offers, award of contract, finance, contract administration, and related functions.

ADDENDUM - An addition or supplement to a document: e.g. items or information added to a procurement document.

ADVERTISING - The solicitation of competitive sealed bids through a form(s) of public notice i.e., newspapers, periodicals, and bulletin boards.

ALL OR NONE - A term used in bidding where the County or vendor conditions the bid prices contingent upon acceptance and award for all items or group of items bid.

ALTERNATE BID - A bid that invites for consideration one or more offers of an option or choice based upon equipment or satisfactory performance by user (e.g., such bid is only acceptable when the variance is deemed to be immaterial).

ANALYSIS - A careful and detailed examination: a study of offered prices; or the inspection of preferred goods to determine conformance with the requirements.

AAP - Accredited Purchasing Practitioner designated by the National Association of Purchasing Management (NAPM).

APPOINTING OFFICIAL - The Purchasing Director is responsible for overall management and implementation of the program, appoints all cardholder's and Approving Officials and authorizes them to perform their duties.

APPROVING OFFICIAL - An individual, officially appointed, who reviews each cardholder's Statement of Account and verifies that all transactions were made in the best interest of the County.

ARCHITECTURAL & ENGINEERING (A&E) - Professional services within the scope of the practice of architecture and engineering involved in research, design, and construction of facilities.

AUCTION - A public sale of property to the highest offeror; note: public contracts for goods or services may be negotiated, but not auctioned off to the lowest bidder.

AUTHORIZED DEVIATION - Deviations specifically permitted by contracting authority.

AWARD - The presentation of a purchase agreement or contract to a bidder; the acceptance of a bid or proposal by the solicitor.

BACK ORDER - The undelivered portion of a current order, which the vendor agrees to ship later.

BASIC RESEARCH - Pursuit of a fuller knowledge or understanding of a subject under study, rather than any practical application of that knowledge.

BENCHMARK - A point of reference from which measurements can be made.

AT BEST INTEREST OF THE COUNTY - A term used, in the absence of specific authority or instruction, to authorize an official to use discretion in taking action deemed to be the most advantageous.

BID - A competitive price offer made by an intended provider, usually in reply to a formal invitation to bid. An offer made at a public auction.

BID BOND - A legally binding agreement provided by a third party (normally an insurance company or financial institution) guaranteeing in a required dollar equivalent that their client (bidder) will enter into a contract to perform/provide should their client's offer be accepted by the solicitor.

BID DEPOSIT - Any bank negotiable instrument in a form of a Certified Check, Cashier Check, Money Order, Bank Draft, or Trust Company Treasurer's Check, deposited with and at the request of the solicitor to guarantee that the bidder (depositor) will, if selected, enter into the contract as bid. The deposit is forfeited for failure to enter into the contract.

BID FILE - A file listing individual bids by all vendors solicited in response to an IFB (Invitation for Bid/Request for Proposal).

BIDDERS CONFERENCE - A meeting of prospective bidders, arranged by the Purchasing Department, to help potential vendors understand the requirements of the IFB/RFP. (Also see pre-bid/proposal conference)

BID GUARANTEE - See bid bond, bid deposit.

BID OPENING - The actual physical process whereby the sealed bids are publicly opened at the pre-stated location and time, and made available for inspection by all interested persons.

BID SAMPLE - A sample offered by a bidder as part of a bid; when required in an IFB, the samples are examined and tested for conformance with the requirements of the IFB.

BID SECURITY - See bid bond, bid deposit

BIDDER - One who submits a response to an IFB.

BIDDERS LIST - A list of names and addresses of suppliers from whom bids, proposals and quotations might be expected; the list, maintained by the purchasing department, should include all suppliers who have expressed interest in doing business with the County.

BILL OF SALE - A written statement transferring ownership of something from seller to buyer.

BIN TAG - A tag attached to a storage bin on which a perpetual inventory is recorded.

BOILERPLATE - A colloquialism, used in purchasing to identify standard terms and conditions incorporated in solicitations, contracts, or purchase orders usually preprinted and incorporated by reference.

BONA FIDE - In good faith.

BOND - A binding agreement, and/or sum of money put up for security to guarantee the performance of certain duties.

BRAND NAME - A brand or trademark, which identifies a product or service. Products are usually referenced by model or part number. Note: A careful distinction must be made between brand name and sole source procurement actions.

“BRAND NAME OR EQUAL” SPECIFICATION - A specification that uses one or more numbers to describe the standards of quality, performance, and other characteristics needed to meet requirements of a solicitation, and which provides for the submission of equivalent products.

BREACH OF CONTRACT - The breaking of a contract; failure to fulfill a contract wholly or in part.

BREACH OF WARRANTY - The failure to meet the specifications of a warrant.

BUDGET - A forecast of planned receipts and allocation of expenses for a specific period of time.

BULK PURCHASING - Purchasing in large quantities in order to reduce the price per unit; volume purchasing.

BUYER - An assistant to a Purchasing Director or contracting officer, generally responsible for processing bids and conducting negotiations with vendors; normally recommends the procurement actions, but is not authorized to award contracts.

BUYER’S MARKET - A market condition which occurs when the supply exceeds the demand in a competitive market.

BUYER’S OPTION - The right, established in a purchase document, to buy an item or service at fixed price within a specified time.

BUYING (SEASONAL CALENDAR) - A buying plan which is designed to take advantage of seasonal prices; e.g. road ice in summer, etc.

CPI - Consumer Price Index

CPM - Certified Purchasing Manager designated by the National Association of Purchasing Management.

CPPB - Certified Public Buyer - A designation and certificate issued to qualified individuals by the National Institute of Governmental Purchasing (NIGP).

CPPO - Certified Public Purchasing Officer - A designation and certificate issued to qualified individuals by the National Institute of Governmental Purchasing (NIGP).

CANNIBALIZE - To take unusable parts from equipment to be used as replacement parts for the repair of other equipment.

CAPABILITY - The ability of a bidder to fulfill the contract at time of the award.

CARDHOLDER - Individual with delegated written procurement authority by the Appointing Official

CASH DISCOUNT - A prompt payment discount from the total invoice price for the goods if the purchaser pays within a specified period.

CATALOG - Noun - a list of items, usually including brief descriptions, systematically arranged. Verb - to make a catalog to list items.

CENTRALIZED PURCHASING - A purchasing system with the authority, responsibility, and control of purchasing centralized.

CERTIFICATE OF COMPLIANCE - Supplier's written assurance that goods or services delivered fulfill requirements.

CERTIFIED CHECK - A check whose value is guaranteed by the bank upon which the check is drawn.

CHANGE ORDER - Purchaser's written modification or addition to a purchase order.

CHECK - A written order or draft directing a bank to pay money to the person or office named on the check.

CLAIM - A written assertion, demanded, by one of the parties to a contract, which seeks, as a contractual right, payment of money, adjustment of contract terms, or other relief of injury, loss, or damage under the law.

CLARIFICATION - A communication with an offeror for the sole purpose of eliminating minor irregularities or apparent clerical mistakes in a proposal. Either party to a contract may initiate the action. Clarification does not give an offeror an opportunity to revise or modify its proposal, except for apparent clerical mistakes.

COLLUSION - A secret agreement or cooperation between two or more persons to accomplish a fraudulent, deceitful or unlawful purpose.

COMMODITY - An article of trade, a moveable article or tangible item that is produced or used as the subject of barter or sale.

COMMODITY CLASSIFICATION - The procedure, which identifies commodities according to type, class, size, composition, manufacture, etc.

COMMODITY CODE - A system of words and numbers designed to list commodities or services by classes and sub-classes.

COMMON CARRIER - A person or company in the business of transporting the general public or goods for a fee.

COMPETITIVE BIDDING - The offer of firm bids by individuals or firms competing for a contract, privilege, or right to supply specified services or merchandise.

COMPETITIVE SEALED BIDDING - The process if publicizing government needs; inviting bids (IFBs), conducting public bid openings, and awarding a contract to the lowest responsive and responsible bidder; the preferred method of procurement.

COMPETITIVE SEALED PROPOSAL - (The method of procurement used whenever competitive sealed bidding is not practicable). The process of publicizing government needs, requesting proposals (RFPs), evaluating proposals received (evaluation criteria must be included in the RFP), negotiating (discussing) proposals with acceptable or potentially acceptable offerors, and awarding the contract after consideration of evaluation factors in the RFP and the price offered.

CONCEALED DAMAGE - Damage that is not apparent; hidden from view.

CONFIDENTIAL INFORMATION - Information, which is not a matter of public knowledge (trade secrets, test data, etc.), which must be kept confidential in the purchasing process.

CONFIRMING ORDER - A purchase order restating the same terms originally placed orally.

CONFLICT OF INTEREST - The actual or potential conflict in which a person may gain from (or holds interest in) a company doing business with his employer.

CONSIDERATION - Something of value given or done as a recompense, which is exchanged by two parties; that which binds a contract.

CONSULTANTS/EXPERTS - Persons having education and/or experience, which uniquely qualify them to perform some specialized service.

CONSULTING SERVICES - Services of an advisory nature relating to administration or management for the County; normally provided by persons and/or organizations considered to have the prerequisite knowledge or special abilities not generally available.

CONSUMER PRICE INDEX (CPI) - Measure of the average change in prices over time in a fixed market basket of goods and services.

CONTRACT - An agreement, enforceable by law, between two or more competent parties, to do or not to do something not prohibited by law, for a consideration. Any type of agreement or order for the procurement of commodities or construction.

CONTRACT ADMINISTRATION - The management of all facets of contracts to assure the contractor's total performance is in accordance with his contractual commitments and that the obligations of the purchases are fulfilled. In government, this management is conducted within the framework of delegated responsibility and authority and includes the support of using agencies.

CONTRACT CHANGE ORDER - Process used to request a modification to a contract.

CONTRACT, FIRM-FIXED PRICE - A contract that provides for a price not subject to any adjustment by reason of the cost experience of the contractor in the performance of the contract. Used for contracts awarded after formal bidding; also used in negotiated contracts when reasonably definite specifications are available and costs can be estimated with reasonable accuracy to enable the negotiation of a fair price.

CONTRACT, FIXED-PRICE WITH ESCALATION - A fixed price type of contract that provides for the upward and downward revision of the stated contract price upon the occurrence of certain contingencies (such as fluctuations in material prices and labor rates) specifically defined in the contract.

COOPERATIVE PURCHASING - The combining of requirements of two or more private or political entities in order to obtain the benefits of volume purchases and/or reduction in administrative expenses.

COST ANALYSIS - The review and evaluation of a contractor's cost or pricing data. May include the judgmental factors applied in projecting from the data to the estimated costs in order to form an opinion. It includes appropriate verification of cost data, evaluation of specific elements of costs, and projection of these data to determine the effect on price factors, allowances for contingencies, and the basis used for allocation of overhead costs.

COST ESTIMATING - The calculation of the probable cost of a contemplated job.

DAMAGES - Compensation for injury to goods, person or property.

DEBAR - To bar a person or company from participating in a procurement action because of previous illegal or irresponsible action; may be used as a noun, debarment.

DECENTRALIZATION OF PURCHASING - The distribution of purchasing operations to similar units of management, usually by delegation from a central authority, which retains policy direction.

DELEGATION OF AUTHORITY - Establishes the cardholder's authority to use the state of Florida's procurement card and limitations on the authority. A document issued by the Director of Purchasing (Appointing Official) that delegates procurement authority to individuals establishing them as authorized cardholders. This delegation of authority will specify spending and usage limitations, which must be maintained in the files of each cardholder.

DELIVERY - The formal handing over of property. The transfer of possession, as by carrier to purchaser.

DELIVERY SCHEDULE - A delivery plan indicating the time of beginning and completion of each delivery.

DEMURRAGE - The detention of a ship, railroad car, or truck beyond a specified time for loading/unloading; the payment required and made for the delay.

DEPARTMENT DIRECTOR - Any individual with the authority and responsibility to manage a program or function.

DEPRECIATION - A decrease in value because of use, time, deterioration, inadequacy or obsolescence.

DESIGN SPECIFICATION - A specification setting forth the required characteristics to be considered for award of contract and including sufficient detail to show how the product is to be manufactured.

DESTINATION - The place to which a shipment is consigned.

DISPUTE - The contesting of, and attempt to resolve, discrepancies (delinquencies, partials, defective goods/services, billing disputes, etc.) encountered during the billing period.

DISTRIBUTOR - A person or business not manufacturing its own products but buys and sells goods from a manufacturer, usually maintaining an inventory.

DOCKAGE - A charge for the use of a dock.

EMERGENCY - The necessity for the immediate purchase of commodities or services essential to protect the life, health or safety of the public.

EMERGENCY PURCHASE - A purchase made in an emergency, often made under special procedures, designed to meet the urgency.

ENCUMBRANCE - Obligations are reserved in the form of purchase orders or contract, which are chargeable to an appropriation. They cease to be encumbrances when paid or when the actual liability is set up.

EQUAL (OR EQUIVALENT) - Used to indicate that an item may be substituted for a required item if it is matched, with no advantage on either side.

EQUIPMENT - Items of a durable nature that retain their identity throughout their useful life.

EVALUATION OF BIDS - The process of examining a bid after opening to determine the bidder's responsibility, responsiveness to requirements, and other characteristics of the bid relating to the selection of the award bid.

EXPEDITE - "Follow up", or trace to ensure prompt or hastened delivery of goods ordered by purchaser, generally according to the contract terms.

EXPRESS WARRANTY - The assurance as to certain facts written by a seller; a guarantee in the precise words of the seller.

FEE - A sum of money asked or paid for some service, charge, or payment, usually for professional or technical service.

FIELD PURCHASE ORDER - A dollar limited and specific purchase order used in situations where authority to make the type of purchase involved has been delegated to using agencies.

FIRM BID - A definite price proposal as differentiated from an "estimated" bid. A bid that binds the bidder until a stipulated time of expiration.

FISCAL YEAR - A period of twelve consecutive months selected as a basis for annual financial reporting, planning, or budgeting.

FIXED PRICE CONTRACT - A contract which provides for a firm price under which a contractor bears the full responsibility for profit or loss.

FORMAL ADVERTISING - The placement of a notice in a newspaper or other media according to legal requirements to inform and solicit the public that the government is requesting bids on specific purchases it intends to make. See Legal Notice.

FORMAL BID OFFER - A bid that must be submitted in a sealed envelope and in conformance with a prescribed format to be opened publicly at a specified time.

FREE ON BOARD (F.O.B.) - A shipping term defining the point at which the buyer takes legal title to the goods, who is responsible for payment of freight, and who is responsible for prosecuting claims against carriers for loss or damage to the goods in transit.

GSA - General Services Administration - A procurement agency of the United States government.

HAZARDOUS MATERIAL - Any material that, under conditions incident to transportation, is capable of posing an unreasonable risk to health, safety, and property. This includes material classified as explosive, flammable, corrosive, combustible, oxidative, poisonous, compressed gases, toxics, unduly magnetic, biologicals and radiological, and substances associated therewith.

IDENTICAL BID - A bid that agrees in all aspects with another bid. (*See Tie-Bid*)

IMPREST FUNDS - Money from public funds used under certain rules to carry out some public business; petty cash. Such funds usually are allowed to build up during periods in which no expenditures are made.

IN PROCESS INSPECTION - Inspection performed during the manufacturing or repair process to identify defects, which could not be seen during final inspection.

INFORMAL BID - A request for price quotations for commodity or service that does not require a sealed bid or public opening or reading of bids.

INSPECTION - Examining and testing commodities or services (raw materials, components, intermediate assemblies) to determine conformance to contract requirement.

INSURANCE - A contract between an insurance company and a person or group, which provides for a money payment in case of loss, accident, or death.

INVENTORY - A stock of goods or an itemized list of a stock of goods indicating volume and values. (By enumeration it is a "physical inventory" and by periodic recording, it is a "book inventory").

INVENTORY CONTROL - Management supervision of estimated requirements, production, procurement, distribution, maintenance, and disposal of materials.

INVENTORY TURNOVER - The number of times in a year than an entire inventory is issued and replaced. In inventory analysis - the ratio of the cost of annual issues divided by the cost of average inventory cost during the year.

INVITATION FOR BIDS (IFB) - A formal request to prospective suppliers requesting price quotations. The term includes all documents that are attached, or incorporated.

INVOICE - Seller's itemized document stating prices and quantities of goods and/or services delivered, and sent to buyer for payment.

ITEM - A single, separate thing, unit, article or product.

JOBBER - A middleman or dealer who purchases goods or commodities from manufacturers or importers and sells them to retailers.

LEAD TIME - The time that it would take a supplier to deliver goods after receipt of order.

LEASE PURCHASE AGREEMENT - An acquisition contract in which the lease's periodic payments or parts thereof are applied both to fulfill the lease obligation and as installments for equity and eventual ownership of the commodity upon completion of the agreement.

LEGAL NOTICE - See Formal Advertising

LESSEE - One to whom a lease is granted.

LESSOR - One who grants a lease.

LETTER OF CREDIT - A document issued by a bank, which authorizes the bearer to draw money from that bank or its agents. It may extend credit up to a certain amount.

LIFE CYCLE COSTING - A procurement evaluation technique which determines the total cost of acquisition, operation, maintaining, and disposal of items being acquired; the lowest ownership cost during the time the item is in use.

LINE ITEM - An item of supply or service, specified in an invitation for bids, for which the bidder must bid a separate price.

LIQUIDATED DAMAGES - A sum agreed upon settlement of a breach of contract to be paid by the party who breaches a contract.

LIST PRICE - The price of an article published in a catalog, advertisement, or printed list from which discounts, if any, may be substituted.

LOWEST RESPONSIBLE BIDDER - The bidder, with the lowest price, who's past performance, reputation, and financial capability, is deemed acceptable.

LUMP SUM - The total price of a group of items, which are put together and priced as a whole; aggregate.

MANAGER - The individual who manages.

MARKET (Noun) - the aggregate forces (including economic forces) at work in trade and commerce in a specific service or commodity. Verb - to sell, analyze, advertise, package, etc.

MARKET RESEARCH - In procurement, the study of what people buy, when they buy, why they buy, and how they buy items to enable a purchasing department to arrive at the most suitable approach to acquiring commodities and services.

MARKET SURVEY - An attempt to ascertain whether qualified sources capable of satisfying the Government's requirement exists. This testing of the marketplace may range from written or telephone contacts with knowledgeable experts regarding similar requirements and to other sources e.g., technical/scientific journals, Commerce Business Daily, or solicitations for information or planning purposes.

MASTER PURCHASE ORDER - Open purchase order directly tied to an existing term contract.

MAY - A careful writer will use may to request or grant permission, to express a contingency, condition, concession, purpose, or result.

MERCHANT - A person who buys and sells a commodity for profit; a trader.

MISREPRESENTATION - A false or wrong idea, which results from a failure to present something correctly or adequately.

MISTAKE IN BID - An error in the presentation of a bid, which results in an incorrect price or condition, which might affect the eligibility for the award of a contract.

MOCK-UP - A model of a device to be used for testing or studying the details or features of the design. Usually built to full scale, often used to train personnel.

MODIFICATION - A formal alteration or change to a contract.

MULTIPLE AWARD - Contracts awarded to more than one supplier for comparable commodities and services. Awards are made for the same generic types of items at various prices where the award to a single supplier would be impractical or fail to satisfy the total requirements of comparison or evaluation.

NEGLIGENCE - The doing or omission of something a reasonably prudent person would not have done or omitted under the circumstance.

NEGOTIATION - Contracting through the use of either competitive or other-than-competitive proposals and discussions. Any contract awarded without using sealed bidding procedures is a negotiated contract.

NET PRICE - Price offered after all discounts, rebates, etc. have been allowed.

NIGP - **National Institute of Governmental Purchasing, Inc.** A non-profit, educational and technical assistance corporation of public purchasing agencies, and activities at the Federal, state and local levels of government.

NAPM - National Association of Purchasing Management (Organization)

NO BID - A response to an invitation for bid stating that respondent does not wish to submit an offer. It usually operates as a procedure consideration to prevent suspension from the bidders list for failure to submit bids.

NON-COMPETITIVE PURCHASE – A Non-competitive Purchase exists when it is advantageous to the County to declare a purchase non-competitive. More than one potential supplier may exist for a good or service. However, written documentation has been forwarded to the Director of Purchasing, clearly documenting the advantages of declaring the purchase non-competitive. Taking this into consideration, therefore, only one reasonable and practicable source exists to supply a particular good or service. Such advantages may include, but not be limited to, uniqueness, vendor qualifications, timeliness of purchase, etc.

NON-RESPONSIVE BID - A bid that does not conform to the mandatory or essential requirements of the invitation for bid.

NORMAL INSPECTION - Inspection used when there is no statistically significant evidence that the quality of the product being submitted is better or poorer than the specified quality level.

OBSOLETE - Out of date; no longer in use or effectively usable.

OFFER - To bid, to present for approval.

OFFEREE - A person to whom an offer is made.

OFFEROR - A person who makes an offer.

ON-LINE - (ADP term) 1: equipment or devices under control of the central processing unit. 2: A user's ability to interact with a computer.

ON-LINE PROCESSING - (ADP term) the direct processing of data by the computer from its point of origin or the direct processing of output to the user's location.

ON-LINE SYSTEM - (ADP term) a teleprocessing system in which data is entered directly to the computer, or output data is transmitted directly to the user's location.

OPEN ACCOUNT PURCHASE - A purchase by a buyer who has established credit with the seller, payment for which is to be made at some future date.

OPEN END CONTRACT - A contract in which quantity or duration is not specified. See blanket order, requirements contract, term contracting.

OPTION - The right, acquired for consideration, to buy or sell something at a fixed price within a specified time.

OPTION TO EXTEND - A provision, or exercise of a provision, of a contract which allows a continuation of the contract for an additional time according to permissible contractual conditions. See option to renew.

OPTION TO RENEW - A contract clause that allows a party to reinstate the contract for an additional term.

ORDER - An instruction issued to a supplier for goods to be delivered at a price.

ORIGINATING DEPARTMENT - 1. A unit of government that requisitions items through central purchasing. 2: A participant in a consortium contract.

OSHA - **Occupational Safety and Health Administration.** Created by the OSHA Act of 1970, the Federal agency sets forth health and safety regulations for various products and services.

OUTPUT - (ADP term) data delivered or ready to be delivered from a device or program, usually after some processing.

PACKAGING - The use of wrappings, cushioning materials, containers, markings, and related techniques to protect items from deterioration, prevent loss or damage, facilitate handling and identify the items packaged.

PACKAGING LIST -A document which itemizes in detail the contents of a particular package or shipment.

PALLET - A portable platform upon which goods are placed in unit loads to facilitate stacking and handling of mechanical equipment such as forklift trucks.

PARTIAL PAYMENT - The payment authorized in a contract upon delivery of one or more units called for under the contract, or upon completion of one or more distinct items of service called for thereunder.

PATENT - A governmental grant securing to the inventor or inventors assigned the exclusive right to produce, use and vend the article.

PAYMENT AND PERFORMANCE BOND - A bond furnished by an insurance company, which guarantees that all suppliers and subcontractors will be paid and that all work will be performed.

PENALTY CHARGE - A clause in a contract specifying the sum of money to be paid if the contractor defaults on the terms of the contract particularly with respect to time. Courts have generally disallowed penalty clauses in public contracts, but have allowed liquidated damage clauses that meet legal criteria for mutual agreement and reasonable amount.

PERFORMANCE BOND - A bond furnished by an insurance company, which guarantees that all work will be performed.

PERFORMANCE SPECIFICATION - A specification setting forth performance requirements determined necessary for the item involved to perform and last as required.

PERIODIC ORDERING - Orders placed at intervals for quantities needed to bring stocks up to the desired level.

PERISHABLE GOODS - Material subject to spoilage or change within a relatively short time or climate change.

PETTY CASH - See imprest funds.

PHYSICAL INVENTORY - See inventory.

POINT OF ORIGIN - (Shipping point): the location where a shipment is received by a transportation line from the shipper.

PRE-BID/PROPOSAL CONFERENCE - Meeting held with prospective bidders prior to the formal solicitation of bids or proposals, to recognize state of the art limits, technical aspects, specifications, and standards relative to the subject and elicit bidders expertise and bidders interest in pursuing the task.

PRE-QUALIFICATION OF BIDDERS - The screening of potential vendors in which a private or public entity considers such factors as financial capability, reputation, management, etc., in order to develop a list of vendors qualified to bid requests to purchase.

PRICE - The amount of money that will purchase a definite weight or other measure of a commodity.

PRICE AGREEMENT CLAUSE - A clause in a contract following for adjustment in price up and/or down in accordance with circumstances arising during the term of the contract due to variances in wages, cost of living, rates of exchange on importation, etc.

PRICE AGREEMENT - A contractual agreement in which a purchaser contracts with a vendor to provide the purchaser's requirements at a predetermined price. Usually it involves a minimum number of units, orders placed directly with the vendor by the purchaser, and limited duration of the contract. See blanket order, open-end contract, requirements contract, and term contracting.

PROCUREMENT - The combined functions of purchasing, inventory control, traffic and transportation, receiving, receiving inspection, storekeeping, and salvage and disposal operations.

PROGRESS PAYMENTS - Payment arranged in a purchase transaction paid in advance of delivery, or as specified percentages of the total purchase are delivered.

PROPOSAL - A request for prices which when submitted may be subject to further negotiation.

PROPRIETARY ARTICLE - An item produced and marketed by a person or persons having the exclusive right to manufacture and sell it.

PROTEST - A complaint about a governmental administrative action or decision brought by a bidder or vendor to the appropriate administrative section, with the intention of receiving a remedial result.

PUBLIC PURCHASING - The process of obtaining goods and services for public purpose, following procedures implemented to protect public funds from being expended extravagantly or capriciously.

PURCHASE ORDER - A formal written, contractually binding document used to purchase goods and/or services.

PURCHASING - The act and the function of responsibility for the acquisition of equipment, materials, commodities, and services. In a narrow sense, the term describes the process of buying. In a broader sense, the term describes determining the need, selecting the supplier, arriving at a fair and reasonable price and terms, preparing the contract or purchase order, and following up to ensure timely delivery.

PURCHASING CARD - Same as a conventional credit card with the exception that the County does not pay the standard interest rate.

PURCHASING CYCLE - The sequence of activities carried out by a purchasing department in the acquisition of goods and services.

PURCHASING ETHICS - Moral principles or code to be respected by purchasing personnel.

PURCHASING MANUAL - A document, which stipulates rules for purchasing relations with suppliers and other departments and prescribes the procedures to follow.

PURCHASING OFFICER - An official in charge of the procurement operation from determining needs to following up to ensure timely delivery, including such activities as selecting suppliers, arriving at fair and reasonable prices, and preparing contracts and purchase orders.

PURCHASING ORGANIZATION - The purchasing department; those people responsible for the purchasing in an organization.

PURCHASING POLICY - A course of action adopted in purchasing affairs.

PURCHASING PROCEDURE - A mode of conducting purchasing activities.

PURCHASING RESEARCH - The investigation and research into new and improved materials and alternative sources of supply; a continuing process.

QPL - See Qualified Products List.

QUALIFIED BIDDER - A bidder determined by a buying organization to meet minimum set standards of business competence, reputation, financial ability, and product quality for placement on the bidders list. See pre-qualification of bidders.

QUALIFIED PRODUCTS LIST (QPL) - A list of products that, because of the length of time required for test and evaluation, are tested in advance of procurement to determine which suppliers comply with specification requirements.

QUALITY - The composite of material attributes, including performance features and characteristics, of product and service to satisfy a given need.

QUALITY ASSURANCE - A planned and systematic pattern of all actions necessary to provide adequate confidence products and services conform to established technical requirements and satisfactory performance is achieved.

QUALITY CONTROL - Practices and procedures followed to ensure appropriate quality and performance of goods produced or received.

QUANTITY - Amount or number.

QUANTITY DISCOUNT - A reduction in the unit price offered for large volume contracts.

QUOTATION - An offer by a vendor to sell to the County. It may be verbal or written. Used for items less than the authorized bid limit.

REORDER CYCLE QUANTITY - The quantity of goods required to sustain operations before a specified period of time, at which point orders are placed for more goods.

REORDER POINT - The level of stock or inventory at which orders are placed to obtain more goods.

REQUEST FOR QUOTE (RFQ) - A form of informal solicitation, including obtaining oral or written quotes from vendors, without formal advertising and receipt of sealed bids. Normally used for purchases where statutes do not require formal sealed bids and it is considered good business practice to establish price competition.

REQUIREMENT - Materials, personnel or services needed for a specific period of time.

REQUIREMENTS CONTRACT - A form of contract covering long-term requirements used when the total quantity required cannot be definitely fixed, but can be stated as an estimate or within maximum and minimum limits, with deliveries on demand.

REQUISITION - An internal document by which a functional department (stores, maintenance, production, etc.) sends to the Purchasing department details of materials to meet its needs, replenish stocks, or obtain materials for specific jobs or contracts.

RESEARCH AND DEVELOPMENT (R&D) - The process by which new products or new product forms are created.

RESPONSE TIME - (ADP term) the amount of time between the input of data or a program into the computer and the return of an output response.

RESPONSIBLE BIDDER - A bidder whose reputation, past performance, and business and financial capabilities are such that the bidder would be judged by appropriate authority to be capable of satisfying an organization's needs for a specific contract.

RESPONSIVE BIDDER - A bidder whose bid does not vary from the specifications and terms set out in the invitation for bids.

RETENTION - The withholding of a part of the purchase payment due, until the time of final acceptance according to the contract terms, by the purchaser. The amount retained, as well as the period of retention, is stipulated in the sales contract.

SAMPLE - One or more units of product selected from the material or process represented as a specimen of quality.

SCRAP - Material damaged, defective, or deteriorated to the extent that it has no value except for its basic material content.

SEALED BID - A bid submitted in a sealed envelope to prevent dissemination of its contents before the deadline for the submission of all bids; usually required by a purchasing authority on major procurement to ensure fair competition among bidders.

SERVICE - 1: Work performed to meet a demand, especially work not connected with a manufacturing process.
2: a supplier's ability to comply with promised delivery dates, specifications, and technical assistance.

SINGLE PURCHASE LIMIT - The limitation on the procurement authority delegated to the cardholder. The cardholder shall not exceed this amount on any single transaction. A transaction may include multiple items, so long as the total dollar amount does not exceed this limit.

SOLE SOURCE - A Sole Source purchase exists when research has determined there is only one potential provider for a good or service.

SPECIFICATIONS - describe what is required or desired -- what the successful bidder is to furnish. Communication medium between the purchaser and seller, and basis on which bids are prepared. Draft with the objective of clearly delineating the County's requirements.

STANDARD - A characteristic or set of characteristics for an item, generally accepted by the manufacturers and users of the item as a required characteristic for all such items.

STANDARDIZATION - Process of defining and applying the conditions necessary to ensure that a given range of requirements can normally be met, with a minimum of variety, in a reproducible and economic manner, based on the best source techniques.

STATEMENT OF ACCOUNT - A monthly report sent to the cardholder listing the itemized transactions on that cardholder's account during the billing period.

STOCK - A supply of material maintained on hand at storage points in a supply system to meet anticipated demands for it.

STOCK (INVENTORY) CONTROL - The process of maintaining inventory data on the quantity, location, and condition of commodities and equipment due in, on hand, and due out. Done to determine quantities available for use and to facilitate distribution and management of material.

STORAGE - The act of storing, or state of being stored, in a designated storage place for safekeeping.

STORES - Space, or a place, for the safekeeping of goods.

SUBCONTRACT - Any contract, agreement, or purchase order, and any contractual instrument with other than a prime contractor, calling for the performance of any work, or for the making or furnishing of any material, required for the performance of a prime contract.

SUPPLIER - Furnishes, vendor.

TABULATION OF BIDS - The recording of bids and bidding data that is submitted in response to a specific invitation, for the purpose of price comparison and analysis for recommendation to purchase.

TERM CONTRACTING - A purchasing technique in which a source or sources of supply are established for a specified period of time, usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price. See blanket order, open-end contract, and requirements contract.

TERMS AND CONDITIONS - A phrase generally applied to the rules under which all bids must be submitted and the stipulations, included in most purchase contracts, often published by purchasing authorities for the information of all potential bidders.

TERMS OF CONTRACT - Stipulations made in contracts.

TERMS OF PAYMENT - The methods of payment under a sales contract.

TESTING - An element of inspection involving the determination, by technical means, of the properties or elements of items, or components thereof, including functional operation. It involves the application of established scientific principles and procedures.

TIE-BID - *See Identical Bid*

TRADE DISCOUNT - A reduction from a list price predicted on the position of the buyer in the distribution channel (e.g. jobber, retailer, original equipment manufacturer, etc.).

TWO-STEP PROCUREMENT - A bidding procedure consisting of two stages; step one consists of a request for technical proposals and the selection of bidders whose proposals are considered most acceptable; step two consists of only those bidders whose technical proposals have been rated most acceptable submitting cost proposals. Bidding then proceeds as in conventional form sealed bid procedures.

UNIT PRICE - The price of a selected unit of a good or service (e.g., pound, labor hours, etc.)

UNSUCCESSFUL BIDDER - A vendor, who bid, not accepted for reasons of price, quantity, failure to comply with specifications, etc.

VENDOR - One who sells something; a "seller" (Also known as a bidder).

VENDOR FILE - The accumulated record maintained by the central purchasing authority on a vendor. The records indicate information on the vendor's relationship with the purchasing authority, such as application for inclusion on the bidders list, record of performance under contract, and correspondence.

VOUCHER - A written instrument showing that services have been performed, or goods purchased, and authorizes payment to be made to the vendor.

WAIVER OF MISTAKE OR INFORMALITY - The act of disregarding error or technical non-conformities in the bid which do not go to the substance of the bid, and will not adversely affect the competition between bidders.

WAREHOUSE (PUBLIC) - A place of storage for use by the general public, embracing any merchandise or only certain commodities.

WAREHOUSE RECEIPT - An instrument showing that the signer has possession of certain described goods for storage, and which obligates the signer, the warehouseman, to deliver the goods to a specified person, or to that person's order, or bearer, upon return of the instrument.

WARRANTY - The representation, either expressed or implied, that a certain fact regarding the subject matter of contract is presently true or will be true. Not to be confused with "guarantee" which means a contract or promise by one person to answer for the performance of another person.

WASTE DISPOSAL - The act of getting rid of unwanted items and material having no value in excess of their basic material content, e.g., by products of a manufacturing process, chemical laboratory, or nuclear reactor.

WHOLESALE - A seller who sells goods in large quantities, usually to others who will sell them in small quantities to users.

APPENDIX

A

SECTION 18

Subdivision I. - In General

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Sec. 2-156. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agencies means the departments or offices under the board of county commissioners and county departments or offices created by special act, including but not limited to the Pinellas Planning Council, the Pinellas County Construction Licensing Board, and the Management Information Services Department.

Bid criteria means the bases upon which the county will rely to determine acceptability of a bid or proposal, as stated in the bid, the proposal, or this division, including, but not limited to, inspection, testing, quality, workmanship, delivery, price, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs.

Bidders list means the list of vendors, suppliers or contractors for an individual commodity or trade compiled through the contracting experience of the county or at the request of the vendors, suppliers or contractors.

Constitutional officer means one or more of the following: Clerk of circuit court, property appraiser, sheriff, supervisor of elections, and county tax collector, collectively referred to in this division as the constitutional officers.

County means the board of county commissioners, the constitutional officers and the agencies of the county.

Evaluation criteria shall have the same meaning as the term bid criteria.

Lowest and best bid/price means the apparent lowest bidder or proposer whose bid or proposal best meets the needs of the county as stated in the invitation to bid, the request for proposal, or this division.

Public notice means the required notification or advertisement of an invitation to bid, request for proposal, or other competitive solicitation provided for in this division, to be given to prospective vendors for a reasonable period of time as determined by the director of purchasing, which shall, at a minimum, include: (i) direct notice to prospective vendors on an applicable bidders list maintained by the purchasing department; (ii) posting public notice on the purchasing department website; and (iii) notice in a newspaper of general circulation when required by applicable law. The public notice shall describe the goods or services sought, and state the date, time and place of the bid/proposal/solicitation opening.

Purchase/procurement means the acquisition of goods and/or services.

Qualified bidder shall have the same meaning as the term responsible bidder.

Responsible bidder means a bidder who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability which will assure good faith performance.

Responsible proposer means a proposer who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability which will assure good faith performance.

Responsive bid means a bid submitted by a responsive and responsible bidder which conforms in all material respects to the invitation for bids.

Responsive bidder means a bidder who has submitted a bid which conforms in all material respects to the invitation for bids.

Responsive proposal means a proposal submitted by a responsive and responsible proposer which conforms in all material respects to the request for proposal.

Responsive proposer means a proposer who has submitted a proposal which at a minimum conforms in all material respects to the request for proposal.

(Ord. No. 94-51, § 1(a), 6-7-94; Ord. No. 06-19, § 1, 2-21-06; Ord. No. 08-49, § 1, 10-7-08)

Cross reference — Definitions generally, § 1-2.

Sec. 2-157. - Purpose.

The purpose of this division is to provide for the fair and equitable treatment of all persons involved in public purchasing by the county, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

(Ord. No. 94-51, § 1(b), 6-7-94)

Sec. 2-158. - Applicability.

- (a) This division applies to contracts for the procurement of goods and services entered into by the county after the effective date of the ordinance from which this division derives. This division shall apply to every expenditure of public funds by the board of county commissioners for public purchasing, irrespective of the source of the funds. When the procurement involves the expenditure of federal assistance of contract funds, the procurement shall be conducted in accordance with applicable federal law and regulations. Nothing in this division shall prevent the county from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.
- (b) Notwithstanding the general principles of application of this division expressed in this section, the clerk of circuit court, property appraiser, sheriff, supervisor of elections and tax collector (the "constitutional officers") may participate in all or part of the county's purchasing process without the obligation of complying with the full procedures outlined in this division. Authorized partial compliance includes, but is not limited to, the following:
 - (1) No contract to be entered into by any of the constitutional officers needs approval by the board of county commissioners for the constitutional officer's portion of the contract except as otherwise specifically required by state law;
 - (2) A constitutional officer, either during or after the bidding or award procedures, may deviate from the strict criteria of this division and may award on the bid or proposal criteria, and as otherwise permitted by state law, or may reject all bids for the constitutional officer's portion of the contract;
 - (3) No constitutional officer needs the authority from the board of county commissioners to exempt any bid, proposal or contract from the requirements of this division.

(Ord. No. 94-51, § 1(c), (d), 6-7-94)

Sec. 2-159. - Principal public purchasing official.

- (a) Except as otherwise provided in this division, the director of purchasing, and the assistant director of purchasing when authorized by the director in writing, shall serve as the principal public purchasing official for the county and shall be responsible to the board of county commissioners and shall be responsible for the procurement of supplies, services and construction in accordance with this division. Additionally, the purchasing department shall serve as a servicing agency for the constitutional officers and other nonboard county agencies, and the director of purchasing shall provide such assistance and service as possible to the constitutional officers and other nonboard county agencies for the procurement of goods and services.
- (b) In accordance with this division and any other applicable laws, the director, and the assistant director when authorized by the director in writing, shall:

- (1) Procure or supervise the procurement of all goods and services needed by the county;
 - (2) Approve all purchase orders, regardless of amount, for all goods and services procured as authorized in this division;
 - (3) Sell, trade, or otherwise dispose of surplus supplies and tangible personal property belonging to the county, pursuant to F.S. ch. 274;
 - (4) With the exception of contract review policies approved by the board of county commissioners, have the authority and responsibility to establish and maintain written administrative procedures governing procurement of goods and services, in accordance with this division and purchasing policies adopted by resolution of the board of county commissioners. These procedures shall include, but are not limited to, procedures for complaints against vendors, inspection and acceptance of delivered goods, prequalification of contractors, change orders, and consideration of single bids. Once developed, and as amended, the administrative procedures implementing this division and purchasing policies adopted by the board of county commissioners shall be approved by the county administrator.
- (c) The director of purchasing may not delegate procurement authority to other county officials, except as authorized herein, or pursuant to rules and regulations adopted by the board of county commissioners. Notwithstanding the general principles of application of this division expressed herein, any of the constitutional officers may utilize all or part of the county's purchasing process without the obligation of complying with the full procedure and without the obligation to obtain the lowest and best bid or price.

(Ord. No. 94-51, § 2, 6-7-94; Ord. No. 06-19, § 2, 2-21-06; Ord. No. 07-42, § 1, 9-18-07; Ord. No. 08-49, § 1, 10-7-08)

Sec. 2-160. - Waiver of provisions.

The board of county commissioners may waive any provision of this division by resolution.

(Ord. No. 94-51, § 9, 6-7-94)

Sec. 2-161. - Bidder qualifications and prequalifications; debarment.

(a) *Qualifications.*

- (1) *Responsible and responsive bidder who submits the lowest responsive bid.* In determining the responsible and responsive bidder who submits the lowest responsive bid, in addition to price, the board of county commissioners or the constitutional officer, as applicable, shall consider, as a minimum:
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - d. The quality of performance of previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. The quality, availability and adaptability of the goods or services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service;
 - i. The number and scope of conditions attached to the bid.
- (2) *Prequalification of general contractors.* General contractors wishing to bid on the board's construction projects in excess of \$100,000.00 are required to be prequalified with the county administrator or his/her designee prior to bid opening. Types of construction requiring prequalification, include but are not limited to, road and street, building, water and sewer, marine, bridge, and well drilling. The establishment, deletion and modification of the prequalification categories for specific types of construction and the dollar amounts of the subcategories may be accomplished by resolution of the board. The primary criteria considered in determining qualification are financial capability and previous job experience and performance.
- a. Prequalification is recommended to the county administrator or his/her designee for final approval by a prequalification committee consisting of representatives from each of the following professional associations:
 - Associated Builder's and Contractors
 - Pinellas Chapter of the Florida Engineering Society
 - Florida Central Chapter of American Institute of Architects
 - West Coast Chapter of the Florida Institute of C.P.A.'s
 - Contractors' and Builders' Association of Pinellas County
 - Suncoast Utility Contractors Association
 - b. Prequalification is not a conclusive determination of responsibility, and a prequalified bidder may be rejected as nonresponsible on the basis of subsequently discovered information.

- (b) *Integrity of public contracting; purchasing authority to suspend or debar.* Maintaining the integrity of the public contracting and purchasing process is vital and a matter of great public interest. Selecting and contracting with highly qualified persons or entities ("vendors") that engage in ethical and responsible business practices protects the public and supports the integrity of the public contracting and procurement process. Because the opportunity to participate in competitive procurements or to supply goods or services to the county is a privilege, not a right, this privilege should be denied to persons or entities that engage or are involved in activities or actions as described herein that adversely impact the quality of goods and services provided to the county for the benefit of the public. In those instances, it is in the best interests of the public to disqualify vendors by suspension or debarment from inclusion on future vendor lists or from consideration for award of new contracts, work, or any work assignments on existing contracts, based upon documentation that the grounds for suspension or debarment as provided herein exist.
- (1) *Suspension.* A vendor shall be suspended for a period of two years or until the conditions described herein have been rectified or resolved, whichever occurs first, as determined by the purchasing director based upon the following:
- a. The county has formally declared the vendor in breach of a contract that has resulted in the termination of the contract by the county for failure to comply with the conditions, specifications or terms of a contract with the county; or
 - b. The county has formally disqualified or declared a vendor's bid, quotation, or proposal nonresponsive, based on the vendor's fraud or misrepresentation; or
 - c. The vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; or is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, fraud, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county government contractor; or
 - d. The vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or has a receiver or trustee appointed over its property; or
 - e. The vendor has three or more violations of the code as defined in [section 1-8](#) of the Code in any two-year period arising from or related to vendor's business activities, as determined in a court or administrative proceeding, including by plea; or
 - f. The vendor and the county are engage in adversarial proceedings (i.e., court proceedings, arbitration, or administrative proceeding) arising from or related to the vendor's performance of a contract with the county; or
 - g. The vendor is suspended by another government entity.

- (2) *Debarment.* A vendor shall be permanently debarred by the purchasing director based on the following:
- a. The county obtains a judgment in an adversarial proceeding between the county and the vendor (i.e., court proceeding, arbitration, or administrative proceeding) arising from the vendor's performance of a contract with the county which remains unsatisfied for a period of 30 days from the expiration of any appeal period or final resolution of any appeal; or
 - b. Vendor conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's business activities stated in subsection (b)(1)c above; [or]
 - c. Vendor is debarred by another government entity.
- (3) *Public entity crime.* Notwithstanding any other provision herein, any vendor who has been convicted of a public entity crime as defined by F.S. § 287.133 shall not be able to transact business with the county to the extent as specified in the statute.
- (4) *Decision.* The purchasing director shall issue a written notification to suspend or debar based on documentation of the existence of one or more of the conditions described herein. The suspension or debarment shall take effect as of the date of the notification. The notification shall state the basis for the action taken and the period of the suspension, or that the vendor has been debarred. Prior to issuance of written notification, the purchasing director may schedule an informational meeting with the vendor to review the documentation supporting the suspension or debarment. The only issue that shall be considered at the informational meeting is whether the condition giving rise to the suspension or debarment has occurred or taken place.
- (5) *Effects of suspension and debarment.*
- a. Suspended or debarred vendors are excluded from receiving any new contracts, awards or otherwise providing new goods or additional services during the period of suspension or during debarment; from having any bids, proposals, quotations or qualifications considered by the county or responding to other solicitations of the county; and from conducting business with the county as a subcontractor, representative, or joint venturer of other vendors. For the purposes of this subsection (b)(5)a, "new goods or additional services" does not include goods or services provided by the vendor pursuant to a contract, purchase order or work assignment in effect as of the date of suspension.
 - b. Any business entity controlled by or affiliated with any vendor ineligible for new business pursuant to subsection (b)(5)a may also be prohibited from contracting with the county if the relationship or affiliation is such that the person or business entity by reason of the relationship with the ineligible person or entity could directly benefit from the contract. Such factors as ownership interest, one or more members of the board of officials in common, control of one entity by the other, interlocking or shared management or principals, and limited management and ownership among family members shall be considered in determining ineligibility under this section of this article.

- (6) *Reinstatement.* After suspension or debarment, a vendor is not eligible to contract or be awarded work with Pinellas County until reinstated by the purchasing director. The vendor must supply information and reasonable documentation indicating that the conditions causing the suspension or debarment have been rectified or resolved. If the charges referenced in subsection (b)(1)c are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the county. If the conviction or judgment referenced in subsection (b)(2)b is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the county. As a condition of reinstatement, and with approval of the county administrator, the purchasing director may limit the nature and scope of contractual undertakings that must be satisfactorily completed before seeking additional contracts from the county. Nothing herein prevents the county from granting reinstatement prior to the end of the suspension period or debarment where, in the purchasing director's judgment, the county's interests have been addressed and the vendor to be reinstated is not likely to engage in similar conduct again.

(Ord. No. 94-51, § 4, 6-7-94; Ord. No. 02-19, § 1, 3-19-02; Ord. No. 04-6, § 1, 1-20-04; Ord. No. 10-09, § 1, 2-16-10; Ord. No. 14-11, § 1, 2-11-14)

Sec. 2-162. - Protest procedure.

- (a) *Right to protest.* Any prospective bidder or proposer who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or nonresponsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed.
- (b) *Posting.* The purchasing department shall post the recommended award on the departmental website no less than five full business days after the decision to recommend the award is made.
- (c) *Requirements to protest.*
- (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
 - (2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after posting of the award recommendation.

- (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
- (4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
- (d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.
- (e) *Sole remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.
- (f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in [section 2-189](#) of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.
- (g) *Time limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid/request for proposal.
- (h) *Authority to resolve.* The director of purchasing shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.
- (i) *Review of purchasing director's decision.*
 - (1) The protesting party may request a review of the purchasing director's decision to the county administrator by delivering written request for review of the decision to the director of purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the purchasing director.

- (2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.

(j) *Stay of procurement during protests.* There shall be no stay of procurement during protests.

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14)

Sec. 2-163. - Bid and contract security.

(a) *Bid security.*

- (1) *Requirement for bid security.* Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the director of purchasing to exceed \$100,000.00. Bid security shall be in a form satisfactory to the county attorney. Nothing herein shall prevent the requirement of such security on other contracts when the circumstances warrant.
- (2) *Amount of bid security.* Bid security for all other competitive sealed bids and proposals shall be in an amount equal to at least five percent of the amount of the bid, unless the director of purchasing determines that the nature of the industry is such that the bid security requirement would work a hardship on most potential bidders.
- (3) *Rejection of bids for noncompliance with bid security requirements.* When the invitation for bids requires bid security, a bid shall be rejected in the event of noncompliance unless it is determined that the bid fails to comply only in a nonsubstantial manner with the security requirements.

(b) *Contract security.* When a construction contract is awarded in excess of \$100,000.00, security shall be provided in conformance with the minimum requirements of F.S. § 255.05, and shall become binding upon the execution of the contract.

- (1) A performance bond satisfactory to the county attorney, executed by a surety insurer authorized to do business in the state as a surety, in an amount equal to 100 percent of the price specified in the contract, conditioned that the contractor perform the contract in the time and manner prescribed in the contract; and
- (2) A payment bond satisfactory to the county attorney, executed by a surety insurer authorized to do business in the state as a surety, in an amount equal to 100 percent of the price specified in the contract, conditioned that the contractor promptly make payments to all persons supplying labor, materials or supplies used directly or indirectly in the performance of the work provided for in the contract, and who are claimants as defined in F.S. § 255.05(1).

(c) *Authority to require additional security.* Nothing in this section shall be construed to limit the authority of the county to require a performance bond or other security in addition to those bonds, or in circumstances other than, as specified in subsection (b) of this section.

(Ord. No. 94-51, § 6, 6-7-94)

Sec. 2-164. - Intergovernmental relations.

- (a) *Approval authority for contracts of \$250,000.00 or less.* Approval of contracts for cooperative purchasing and acquisition or use of supplies under this section which are \$100,000.00 or less in a fiscal or calendar year shall be granted to the director of purchasing, and which are more than \$100,000.00 and do not exceed \$250,000.00 in a fiscal or calendar year shall be granted to the county administrator or his/her designee.
- (b) *Cooperative purchasing authorized.* The county's purchasing department may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction with one or more public procurement units. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between public procurement units and open-ended state or federal public procurement unit contracts which are made available to local public procurement units.
- (c) *Acquisition or use of supplies by a public procurement unit.* The county's purchasing department may acquire from, or use any supplies belonging to, another public procurement unit independent of the requirements of subdivision II of this division, pertaining to source selection and contract formation, unless prohibited by law.

(Ord. No. 94-51, § 7, 6-7-94; Ord. No. 02-19, § 1, 3-19-02; Ord. No. 06-19, § 3, 2-21-06)

Sec. 2-165. - Affirmative assistance to small and disadvantaged businesses.

The board of county commissioners recognizes that the county's growth and prosperity depends on the full participation of all its citizens, and is firmly committed to the principles of equal opportunity, recognizes the need and is desirous of improving the opportunities and participation of minority and female-owned businesses. The county endorses the utilization of minority and female-owned businesses in the purchasing of goods and services for the county whenever possible and shall establish, through an affirmative program, procedures fostering utilization.

(Ord. No. 94-51, § 8, 6-7-94)

Secs. 2-166—2-175. - Reserved.

Subdivision II. - Source Selection and

Contract Formulation

[Sec. 2-176. - Competitive sealed bidding.](#)
[Sec. 2-177. - Competitive sealed proposals.](#)
[Sec. 2-178. - Contracting for designated professional services.](#)
[Sec. 2-179. - Small purchases.](#)
[Sec. 2-180. - Sole source/noncompetitive procurement.](#)
[Sec. 2-181. - Emergency procurements.](#)
[Sec. 2-182. - Used equipment/supplies procurement.](#)
[Sec. 2-183. - Reserved.](#)
[Sec. 2-184. - Master purchase orders.](#)
[Sec. 2-185. - State bid or negotiated contracts and required purchases.](#)
[Sec. 2-186. - Retail golf merchandise purchases for county-operated retail golf course shops.](#)
[Sec. 2-187. - Reserved.](#)
[Sec. 2-188. - Approval authority.](#)
[Sec. 2-189. - Lobbying.](#)
[Sec. 2-190. - Sponsorships.](#)
[Sec. 2-191. - Marina sales and services.](#)
[Sec. 2-192. - Catering services.](#)
[Secs. 2-193—2-195. - Reserved.](#)

Sec. 2-176. - Competitive sealed bidding.

- (a) *Conditions for use.* All contracts of the county for the purchase of goods and services valued in excess of \$100,000.00 shall be awarded by competitive bidding, except as otherwise provided in section 2-177, pertaining to competitive sealed proposals, section 2-178, pertaining to contracting for designated professional services, section 2-180, pertaining to noncompetitive procurement, section 2-181, pertaining to emergency procurement, section 2-182, pertaining to used equipment/supplies procurement or purchases made pursuant to section 2-185 allowing for purchases under F.S. §§ 413.032—413.037 (1999), pertaining to qualified nonprofit agencies for the blind or the severely handicapped, or state bid or negotiated contracts.
- (b) *Invitation to bid.* An invitation to bid shall be issued and shall include specifications and conditions applicable to the procurement and shall set forth the time for preparation of bids prior to the date set forth in the public notice for the opening of bids.
- (c) *Bidders list.* Bids shall be invited from all responsible prospective vendors who have requested their names to be added to a bidders list, which the director of purchasing shall maintain, by sending them a copy of such newspaper notice or such other notice as will acquaint them with the proposed purchase. Vendor invitations to bid shall be limited to goods and services that are similar in character and ordinarily handled by the trade group to which the invitations are sent.
- (d) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation to bid. The name of each bidder and other relevant information deemed appropriate to properly identify each bid shall be recorded.
- (e) *Bid receipt and bid evaluation.* Bids shall be received without alteration or correction, except as authorized in this division. Bids shall be evaluated based on the criteria set forth in the invitation for bids. No criteria may be used in bid evaluation that are not set forth in the invitation for bids.

- (f) *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the responsible and responsive bidder who submits the lowest and best responsive bid. The bid must meet the requirements and criteria set forth in the invitation for bids. Any board contract, which has a value of \$100,000.00 or less in a fiscal or calendar year may be awarded and subsequently extended by the director of purchasing, or if the director is unavailable, his/her designee; a bid to be awarded which is more than \$100,000.00 and does not exceed \$250,000.00 in a fiscal or calendar year may be awarded and subsequently extended by the county administrator or his/her designee; a bid to be awarded which exceeds \$250,000.00 in a fiscal or calendar year may be awarded only by the board of county commissioners. Awards made by the board of county commissioners will include authority for all subsequent contract extension. The aforementioned contract extension shall be approved at the option of the county administrator if, after review of past performance under the contract, the county administrator determines in his/her sole discretion that contract extension is in the best interests of the county. The county administrator shall thereafter place a receipt and file a report that the contract has been extended on the consent agenda of the board of county commissioners at least quarterly.
- (g) *Rejection of bids.* The respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing within his/her delegated financial approval authority shall have the authority, when the public interest will be served thereby, to reject all bids or parts of bids at any stage of the procurement process through the award of a contract.
- (h) *Multi-step sealed bidding.* When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers, or information relating to the experience and capabilities of the prospective bidders, to be followed by an invitation for bids limited to those bidders whose offers or experience and capabilities have been determined to be acceptable under the criteria set forth in the first solicitation.
- (i) *Tie bids.* If two or more bids received are for the same total amount or unit price, or in the case of proposals, the qualifications, quality and service are equal, the contract shall be awarded to the local bidder/proposer. A local firm is defined as a firm with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal and no firms are deemed local, then the contract shall be awarded by drawing lots in public.
- (j) *Right to audit.* This division establishes the authority to audit contract and pricing documents of vendors and contractors. The right to audit would apply to those agreements which the board of county commissioners determines to be of a nature to justify this provision. All vendors and contractors may be required to retain contract and pricing documents for audit purposes for a minimum time period specified in the invitation for bids, request for proposals, request for quotations, contract, or other agreement with the county, which time period shall be computed beginning after the completion or termination of the purchase, contract or agreement.

(Ord. No. 94-51, § 3(a), 6-7-94; Ord. No. 98-16, § 1, 1-27-98; Ord. No. 99-4, § 1, 1-5-99; Ord. No. 00-92, § 1, 11-7-00; Ord. No. 02-19, § 1, 3-19-02; Ord. No. 02-68, 8-20-02; Ord. No. 04-64, § 1, 9-21-04; Ord. No. 06-19, § 4, 2-21-06; Ord. No. 08-49, § 3, 10-7-08; Ord. No. 10-09, § 2, 2-16-10; Ord. No. 14-11, § 3, 2-11-14)

State law reference — Bids required for certain road work, F.S. §§ 336.41, 336.45.

Sec. 2-177. - Competitive sealed proposals.

- (a) *Conditions for use.* When the goods or services to be acquired dictate that the use of competitive sealed bidding is not practicable, reasonable or advantageous to the county, a contract may be entered into by use of the competitive sealed proposals method.
- (b) *Request for proposals.* Proposals shall be solicited through a request for proposals (RFP), and public notice of the RFP shall be given.
- (c) *Receipt of proposals.* No proposals shall be opened until the time designated in the public notice of the request for proposals. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered.
- (d) *Evaluation factors.* The request for proposals shall state the evaluation factors, including, but not limited to, price, vendor approach and methodology, capability and experience.
- (e) *Discussion with responsible offerors and revisions to proposals.* Discussions may be conducted with responsible proposers who submit proposals for the purpose of clarification to assure full understanding of the solicitation requirements. Proposers shall be accorded fair and equal treatment and notice with respect to any opportunity for discussion and correction of proposals and such corrections may be permitted prior to award.
- (f) *Award.* Award of the contract shall be made by the board of county commissioners, constitutional officer, county administrator or director of purchasing, as applicable, to the responsible and responsive proposer who submits the proposal which best meets the evaluation criteria described in the RFP. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made. For any board contract, a proposal to be awarded which is \$100,000.00 or less in a fiscal or calendar year may be awarded by the director of purchasing; a proposal to be awarded which is \$250,000.00 or less in a fiscal or calendar year may be awarded by the county administrator or his/her designee; a proposal to be awarded which exceeds \$250,000.00 in a fiscal or calendar year may be awarded only by the board of county commissioners.
- (g) *Rejection of proposals.* The respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing within his/her delegated financial approval authority shall have the authority, when the public interest will be served thereby, to reject all or any parts of proposals at any stage of the procurement process through the award of a contract.

(Ord. No. 94-51, § 3(b), 6-7-94; Ord. No. 98-16, § 2, 1-27-98; Ord. No. 02-19, § 1, 3-19-02; Ord. No. 04-64, § 2, 9-21-04; Ord. No. 10-09, § 3, 2-16-10; Ord. No. 14-11, § 4, 2-11-14)

Sec. 2-178. - Contracting for designated professional services.

- (a) *Consultants' Competitive Negotiation Act.* Contracts for architectural, professional engineering, landscape architectural and registered land surveying and mapping services shall be procured in accordance with F.S. § 287.055, referred to as the Consultants Competitive Negotiation Act (CCNA). All contracts for CCNA services shall be procured under the supervision of the director of purchasing and purchasing department.
- (b) *Design-build and construction management services.* Design-build and construction management services, as defined in F.S. § 255.103, shall be procured pursuant to the process defined in the CCNA or unless the county, through its director of purchasing, elects to bid construction management and design build contracts through an invitation to bid or request for proposal process as provided in F.S. § 255.20(1), where cost is considered in the award process.
- (c) *Continuing contract.* The county is authorized to enter into a continuing contract for CCNA services in accordance with F.S. § 287.055, whereby the firm provides professional services to the county for projects in which construction costs do not exceed \$2,000,000.00, for study activity if the fee for each individual study under the contract does not exceed \$200,000.00; or for work of a specified nature as outlined in the contract required by the county, with the contract being for a fixed term or no time limitation, except that the contract must provide a termination clause.
- (d) *CCNA oversight.* The county administrator shall appoint a minimum of three members of his/her executive management team to provide oversight for the CCNA process. Such oversight will include, but not be limited to, composition of evaluation committees, evaluator pool members, the evaluation process, and any other matters deemed appropriate by the county administrator.
- (e) *Evaluator pool.* The director of purchasing shall be responsible for developing and maintaining a pool of qualified evaluators to participate in CCNA evaluation committees, consisting of, but not limited to, representatives from county departments, professional organizations, and internal and external subject matter experts.
- (f) *Evaluation committee.* The CCNA evaluation committee shall consist of at least three but typically not more than seven members (unless deemed to be in the best interest of the county) selected based upon their expertise and/or association with the project. The evaluation committee must consist of at least one person from the requesting department (or the requesting division within a multi-divisional requesting department). The requesting department (or the requesting division within a multi-divisional requesting department) cannot have majority representation on the evaluation committee. The committee shall also include non-requesting department representatives, internal/external subject matter experts and local professional organization representatives (if deemed appropriate or necessary). Final composition and qualifications of evaluation committees shall be subject to CCNA oversight as provided in subsection (d) herein.

- (g) *Ranking of firms.* The county, through the competitive proposal process, shall make a finding that the firm or individual to be employed is duly qualified to render the required service. The evaluation committee shall review statements of qualifications and performance data submitted in response to the public solicitation and shall select, in order of preference, no fewer than three firms deemed to be the most highly qualified, if at least three firms respond to the solicitation. If less than three firms respond, and after meeting due diligence, it is decided by the director of purchasing that every effort was made to comply with F.S. § 287.055, requirements, the county will interview all respondents and proceed with the evaluation process. The evaluation committee may conduct public presentations with a minimum of three firms (if three firms submitted).
- (h) *Evaluation criteria.* Pursuant to the CCNA, the evaluation criteria for ranking shall include: ability of firm and its professional personnel; firm experience with projects of a similar size and type; firm's willingness and ability to meet the schedule and budget requirements; volume of work previously awarded by the county; effect of the firms recent/current and projected workload; minority business status; location; past performance and when required, the public presentation. For continuing contracts, ranking and award shall be based on the criteria as stated above. For non-continuing contracts or project specific contracts, public presentation may be required. That requirement shall be stated in the RFP document.
- (i) *Public presentation.* The evaluation criteria for public presentation shall include but not be limited to the firm's understanding of the project, ability to provide required services within the schedule and budget, qualifications and approach to the project.
- (j) *Due diligence.* The director of purchasing shall be responsible for conducting due diligence of the firm approved for contract negotiations with an estimated contract value exceeding \$100,000.00, when the county has not awarded a contract to the specific number one ranked firm within the last 12-month period prior to the ranking approval by the board of county commissioners.
- (k) *Contract negotiations.* The ranking of firms for all CCNA contracts shall be presented to the board of county commissioners for consideration. Upon board of county commissioners' approval of firm rankings, staff shall negotiate a contract with the most qualified firm (number one ranked firm) for professional services for compensation which is deemed to be fair and reasonable. Detailed discussions must be held by the firm and the county to establish the scope of the project and the exact services to be performed by the firm. Should the county and the firm fail to agree upon the terms of an acceptable contract, negotiations with the top firm shall be terminated and negotiations with the second ranked firm shall commence. If again unsuccessful, the process is repeated with the next ranked firm. This process is continued until a mutually agreeable contract is concluded or the project is abandoned, or the procurement process is otherwise terminated.

The firm awarded the contract must execute a truth-in-negotiation certificate stating that the wage rates and other unit costs are accurate, complete and current at the time of contracting. Any professional service agreement in which the certificate is required shall contain a provision that the agreement price shall be adjusted to exclude any significant sums where the county determines the agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within one year following the end of the agreement.

- (l) *Award.* Based upon the final negotiated contract, a contract which is \$100,000.00 or less in a fiscal or calendar year may be awarded by the director of purchasing; a contract which is \$250,000.00 or less in a fiscal or calendar year may be awarded by the county administrator and all contracts exceeding \$250,000.00 in a fiscal or calendar year shall only be awarded by the board.
- (m) *Contracts for professional services.* Notwithstanding the foregoing provision of this section, the noncompetitive procurement of contracts for legal, medical, independent certified public accounting, or other professional services is hereby authorized by negotiation with organizations or persons on the basis of experience, skill, and financial capacity to perform and shall be approved as provided in subsection (o) herein. Notwithstanding the foregoing, selection of an independent financial auditor to perform a "financial audit" as defined by F.S. § 11.45(1)(c) and other audit functions as may be requested shall be by the following described procedure, as permitted by the Pinellas County Home Rule Charter and F.S. § 218.391. A selection committee shall be established consisting of a designee of the board of county commissioners, the clerk of the circuit court or his/her designee, the director of the office of management and budget or his/her designee, the supervisor of elections or his/her designee, the tax collector or his/her designee, the property appraiser or his/her designee, and the sheriff or his/her designee. The selection committee shall prepare or cause to be prepared a request for proposal for independent financial auditor services, and the auditor shall be selected by competitive sealed proposal pursuant to Pinellas County Code, section 2-177.
- (n) *Contracts for expert witnesses.* Expert witnesses are exempt from the purview of this division.
- (o) *Award of professional service contracts.*
 - (1) Contracts for services of a value greater than \$250,000.00 in a fiscal or calendar year shall be authorized by the board of county commissioners or the constitutional officer, as applicable.
 - (2) Contracts for services of a value greater than \$100,000.00 and less than or equal to \$250,000.00 in a fiscal or calendar year shall be authorized by the constitutional officer, or by the county administrator or his/her designee, as applicable.
 - (3) Contracts for services of a value less than or equal to \$100,000.00 in a fiscal or calendar year shall be authorized by the constitutional officer or the director of purchasing, as applicable.

(Ord. No. 94-51, § 3(c), 6-7-94; Ord. No. 98-16, § 3, 1-27-98; Ord. No. 99-4, § 2, 1-5-99; Ord. No. 02-19, § 1, 3-19-02; Ord. No. 04-64, § 3, 9-21-04; Ord. No. 06-44, § 1, 6-6-06; Ord. No. 10-09, § 4, 2-16-10; Ord. No. 11-23, § 1, 7-26-11)

Sec. 2-179. - Small purchases.

- (a) *Generally.* Any contract for \$100,000.00 in a fiscal or calendar year or less may be made in accordance with the small purchase procedures authorized in this section. A purchase shall not be artificially divided so as to constitute a small purchase under this section.

- (b) *Small purchases of \$5,000.00 or more.* Insofar as it is practical for small purchases of \$5,000.00 or more, no less than two quotations shall be solicited. Award shall be made on the basis of lowest and best quotation. The names of the vendors submitting quotations, and the date and amount of each quotation, shall be recorded and maintained as a public record.
- (c) *Small purchases under \$5,000.00.* The director of purchasing shall adopt operational procedures for making small purchases of less than \$5,000.00. Such procedures may provide for obtaining adequate and reasonable competition when deemed to be in the best interest of the county for the goods or services being purchased and shall require the maintenance of adequate written records to document the purchasing decision. Purchases below \$5,000.00 are not subject to competitive quotation.

(d) *Award.*

- (1) Small purchases of a value up to \$100,000.00 in a fiscal or calendar year may be authorized by the purchasing director or his/her designee responsible for the administrative oversight of the purchasing department, or the constitutional officer, as applicable.
- (2) Small purchases of a value determined by the county administrator to be reasonable may be purchased by an operating department through the use of field purchase orders or procurement cards.

(Ord. No. 94-51, § 3(d), 6-7-94; Ord. No. 99-4, §§ 3, 4, 1-5-99; Ord. No. 02-19, § 1, 3-19-02; Ord. No. 03-25, § 1, 5-6-03; Ord. No. 04-64, § 4, 9-21-04; Ord. No. 06-19, § 5, 2-21-06; Ord. No. 08-49, § 4, 10-7-08)

Sec. 2-180. - Sole source/noncompetitive procurement.

(a) Definitions:

- (1) *"Sole source" purchase.* A sole source purchase exists when research has determined there is only one potential provider for an item.
 - (2) *Noncompetitive purchase.* A noncompetitive purchase exists when it is advantageous to the county to declare a purchase noncompetitive because it will result in verifiable financial savings to the county, is a trial program, or utilizing a competitive process will be detrimental to timely securing the goods or services. More than one potential supplier may exist for a good or service; however, written documentation must be forwarded to the director of purchasing, clearly documenting the advantages of declaring the purchase noncompetitive on the basis that only one reasonable and practicable source exists to supply a particular good or service. Such advantages may be based upon, but not be limited to, uniqueness, vendor qualifications, and timeliness of the purchase.
- (b) Sole source and noncompetitive purchases may be used as a procurement method for purchases of products or services when available from a sole source or when it is determined by the director of purchasing that there is only one practicable and reasonable source wherein competitive bidding is not feasible or not advantageous to the county justifying a noncompetitive purchase. A request for proprietary item does not justify a sole source purchase if there is more than one potential bidder for the item. However, a noncompetitive purchase may be justified if there is more than one potential bidder for an item.

(c) *Award.*

- (1) Sole source/noncompetitive procurements of a value greater than \$250,000.00 in a fiscal or calendar year shall be authorized by the board of county commissioners or the constitutional officer, as applicable.
- (2) Sole Source/noncompetitive procurements of a value greater than \$100,000.00 in a fiscal or calendar year and less than or equal to \$250,000.00 in a fiscal or calendar year shall be authorized by the constitutional officer, or by the county administrator or his/her designee, as applicable.
- (3) Sole source/noncompetitive procurements of a value less than or equal to \$100,000.00 in a fiscal or calendar year shall be authorized by the constitutional officer or the director of purchasing, as applicable.

(Ord. No. 94-51, § 3(e), 6-7-94; Ord. No. 98-16, § 4, 1-27-98; Ord. No. 02-19, § 1, 3-19-02; Ord. No. 04-64, § 5, 9-21-04; Ord. No. 06-19, § 6, 2-21-06)

Sec. 2-181. - Emergency procurements.

- (a) *Generally.* Notwithstanding any other provisions of this division, emergency purchases of goods or services may be made in the event of a disruption of essential operations, or when there exists a threat to public health, welfare or safety, or when the protection or preservation of public property would not be possible through normal purchasing procedures; provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

(b) *Award.*

- (1) Emergency purchases in excess of \$100,000.00 shall be authorized by the constitutional officer, or the county administrator, as applicable. The county administrator shall place a receipt and file a report as to those emergency purchases in excess of \$100,000.00 and which do not exceed \$250,000.00 to the board of county commissioners at the end of each fiscal quarter, and a written explanation of the circumstances of an emergency purchase in excess of \$250,000.00 shall be filed by the county administrator and entered in the minutes of the board of county commissioners and shall be open to public inspection.
- (2) Emergency purchases of a value less than or equal to \$100,000.00 shall be authorized by the constitutional officer or the director of purchasing, as applicable.

Ord. No. 94-51, § 3(f), 6-7-94; Ord. No. 98-16, § 5, 1-27-98; Ord. No. 02-19, § 1, 3-19-02; Ord. No. 04-64, § 6, 9-21-04; Ord. No. 06-19, § 7, 2-21-06)

Sec. 2-182. - Used equipment/supplies procurement.

(a) *Generally.* Notwithstanding any other provisions of this division and any other applicable laws, the purchase of used equipment or supplies shall be made with such competition as is practicable under the circumstances.

(b) *Award.*

- (1) The purchase of used equipment or supplies of a value less than or equal to \$250,000.00 in a fiscal or calendar year shall be authorized by the constitutional officer or the county administrator, as applicable. The purchase of used equipment or supplies of a value in excess of \$250,000.00 shall be approved by the board of county commissioners.
- (2) Purchases of used equipment or supplies of a value less than or equal to \$100,000.00 in a fiscal or calendar year shall be authorized by the constitutional officer or the director of purchasing, as applicable.

(Ord. No. 94-51, § 3(g), 6-7-94; Ord. No. 98-16, § 6, 1-27-98; Ord. No. 02-19, § 1, 3-19-02; Ord. No. 04-64, § 7, 9-21-04; Ord. No. 06-19, § 8, 2-21-06)

Sec. 2-183. - Reserved.

Editor's note— Ord. No. 10-09, § 5, adopted Feb. 16, 2010, deleted § 2-183, which pertained to procurement of construction management services and derived from Ord. No. 94-51, § 3(h), adopted June 7, 1994.

Sec. 2-184. - Master purchase orders.

- (a) *Annual requirement* purchases of goods and/or services. When exclusively used for the procurement of annual requirements of goods and/or services of any kind, and upon award of a contract for the purchase of such goods and/or services by the entity required pursuant to sections 2-176(f), 2-179, or 2-180(b) the director of purchasing may issue a master purchase order for the full amount approved for the contract.
- (b) *Increases to the master purchase order.* The county administrator (for any previously approved board contract), or the director of purchasing within the limits of his/her delegated financial approval authority, or the appropriate constitutional officer, as applicable, shall be authorized to increase master purchase orders. The increases to master purchase orders beyond the amounts previously approved may be authorized in accordance with the best interests of the county. Before any increase may be made by the county administrator, director of purchasing, or a constitutional officer whose budget is approved by the board of county commissioners, compliance with the provisions of F.S. ch. 129, relating to the county budget shall be verified. The county administrator will place a receipt and file a report as to all increases to master purchase orders in excess of \$250,000.00 to the board of county commissioners, at the end of each fiscal quarter.

(Ord. No. 00-92, § 2, 11-7-00; Ord. No. 04-64, § 8, 9-21-04; Ord. No. 06-19, § 9, 2-21-06; Ord. No. 08-49, § 5, 10-7-08)

Sec. 2-185. - State bid or negotiated contracts and required purchases.

- (a) *State bid or negotiated agreements.* The county administrator is authorized to award contracts for purchases of goods or services in any amount within the budget of the using department under state bid or negotiated agreements and the director of purchasing is authorized to award contracts for purchase of goods or services of \$100,000.00 or less under state bid or negotiated agreements.
- (b) *Purchases of goods required to be made from qualified nonprofit agencies for the blind or severely disabled.* Purchases of goods required to be made from qualified nonprofit agencies for the blind or severely disabled pursuant to state law may be authorized by the county administrator in any amount within the budget of the using department.
- (c) *Reports to the board.* For purchases in excess of \$250,000.00 made pursuant to this section, the county administrator shall place a receipt and file a report to the board of county commissioners at the end of each fiscal quarter.

(Ord. No. 00-92, § 3, 11-7-00; Ord. No. 06-19, § 10, 2-21-06)

Sec. 2-186. - Retail golf merchandise purchases for county-operated retail golf course shops.

The provisions of this division regarding competitive bidding shall not apply to the purchase of retail golf accessories, apparel, equipment, and/or any other golf-related merchandise (hereinafter referred to as "retail golf merchandise") for resale by any county-operated golf course retail shop(s). All retail golf merchandise, other than merchandise purchased within 30 days of the initial opening of the golf course, shall be purchased from vendors listed on the county's qualified retail golf merchandise vendor list. The qualified retail golf merchandise vendor list shall be comprised of vendors and subcontractors approved by the purchasing director and manager of golf operations or their designees in accordance with established purchasing procedures and criteria. Said list shall be updated by those persons designated under this section as prospective qualified vendors become available. Purchases of retail golf merchandise shall be made pursuant to policies and procedures specifically adopted for such purchases, from the qualified retail golf merchandise vendor list in order to ensure competition among the vendors regarding competitive pricing, quality of merchandise and brand recognition for products sold by each vendor.

(Ord. No. 01-84, § 1, 12-18-01)

Sec. 2-187. - Reserved.

Editor's note— Ord. No. 08-49, § 6, adopted Oct. 7, 2008, deleted § 2-187, which pertained to contract amendments/vendor name changes and derived from Ord. No. 02-19, § 1, adopted Mar. 19, 2002; Ord. No. 04-64, § 9, adopted Sept. 21, 2004; and Ord. No. 06-19, § 11, adopted Feb. 21, 2006.

Sec. 2-188. - Approval authority.

The county administrator or his/her designee and the director of purchasing, or his/her designee, shall have authority to approve procurement related documents and instruments articulated in section 2-62 in accordance with the specified delegated financial authority limits under this division.

(Ord. No. 02-19, § 1, 3-19-02; Ord. No. 02-68, 8-20-02; Ord. No. 04-64, § 11, 9-21-04; Ord. No. 06-19, § 12, 2-21-06; Ord. No. 08-49, § 7, 10-7-08)

Editor's note— Ord. No. 04-64, § 10, adopted Sept. 21, 2004, repealed the former § 2-188, which pertained to vendor name changes and derived from Ord. No. 02-19, § 1, adopted Mar. 19, 2002. See § 2-187 for similar provisions. Additionally, Ord. No. 04-64, § 11, renumbered the former § 2-189 as § 2-188

Sec. 2-189. - Lobbying.

Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14)

Editor's note— Ord. No. 04-64, § 12, adopted Sept. 21, 2004, renumbered the former § 2-190 as § 2-189

Sec. 2-190. - Sponsorships.

- (a) As used in this section, the following terms shall have the meaning ascribed to them herein, except where the context clearly indicates a different meaning:

Naming rights means a sponsorship in which a third party purchases the exclusive right to name a whole asset or venue.

Sponsorship means a mutually beneficial business arrangement between the county and a third party, wherein the third party provides cash and/or in-kind services to the county in return for access to the commercial and/or marketing potential associated with the county and includes naming rights. Sponsorships may include sponsorship of one or more of the county's services, projects, events, facilities or activities.

- (b) The provisions of this division regarding competitive bidding shall not apply to sponsorships. The board of county commissioners may establish policies, procedures and criteria for securing and approving sponsorships by resolution. The county administrator, his/her designees and/or department heads shall have the authority to approve and execute agreements relating to sponsorships as provided in any resolution approved by the board of county commissioners relating to sponsorships.

(Ord. No. 05-52, § 1, 7-26-05)

Sec. 2-191. - Marina sales and services.

The provisions of this division regarding competitive bidding shall not apply to the acquisition of any goods or services for resale to the public at public marinas as defined in section 90-2 of this Code.

(Ord. No. 07-32, § 1, 7-24-07)

Sec. 2-192. - Catering services.

- (a) As used in this subsection, the following words, terms, and phrases shall have the meaning ascribed to them therein, except where the context clearly indicates a different meaning:

Caterer shall mean public food service establishments licensed by the State of Florida Department of Business Regulation where food or drink is prepared for service elsewhere.

County facilities shall mean any land, buildings or structures owned or controlled by the county.

Catering services shall mean any food service for which a guarantee in the number of meals or persons to be served has been made by caterer's customer at an established price per person or meal, whereby the caterer agrees to provide these services in such a manner as to serve sufficient quantities of food and beverages, including alcohol or alcohol-related beverages, mixers and setups, and to meet its obligation established by the guarantee as previously described.

- (b) The provisions of this division regarding competitive bidding shall not apply to catering services provided to private parties renting county facilities. The county administrator shall establish procedures and criteria for qualifying caterers to provide catering services to private parties at county facilities.

(Ord. No. 07-32, § 2, 7-24-07)

Secs. 2-193—2-195. - Reserved.

APPENDIX

B

Division 2. – County Administrator

Sec. 2-62. Approval authority.

Sec. 2-62. – Approval authority.

(a) The county administrator or his/her designee shall have the authority to approve and execute the following contracts, documents and instruments:

- (1) Any and all contracts, including, but not limited to, grants, revenue contracts, interlocal agreements, intergovernmental contracts, joint and cooperative purchasing contracts with other governmental agencies, contracts for the acquisition of interests in real property, litigation settlement stipulations and agreements for the acquisition of interests in real property, litigation settlement stipulations and agreements not governed by the risk finance program as provided in section 2-142 of this Code, leases of real and personal property to the county, contracts governed by the purchasing division of this Code, and any amendments, extensions, renewals, or assignments thereof, including changes in price, terms and conditions, that involve the receipt or payment by the county of not to exceed \$250,000.00 in a fiscal, contract, or calendar year.

For the purposes of this section, "interests in real property" means any interest in real property, the acquisition of which is specifically budgeted within and will advance the completion of any specifically described capital improvement project in the county's capital improvement program work plan ("CIP"). Any acquisition of interests in real property funded from project contingency accounts in the CIP must be approved by the board of county commissioners.

- (2) Amendments to contracts or leases approved by the board of county commissioners that involve: (i) time only extensions; (ii) a name change of a party, or substitution of a party as a result of an acquisition (stock, membership or partnership interest or asset sale), merger, court order (such as the appointment of a receiver or trustee, federal or state forfeiture, by way of illustration and not limitation), or a change of ownership of leased real or personal property; (iii) amendments, extensions, or renewals of leases of real or personal property to or from third parties, including changes in terms and conditions, decreases in rent, or increases in rent or other lease financial obligations of not more than the sums authorized in subsection (a)(1) of this section or ten percent of the total fees, costs, or compensation payable pursuant to the lease, whichever is less, if delegated authority is provided for in the lease; (iv) decreases in fees, costs, or compensation paid by the county, or cumulative increases in fees, costs, or compensation paid by the county of not more than the sums authorized in subsection (a)(1) of this section or ten percent of the total fees, costs, or compensation, whichever is less; (v) revisions or amendments to plans, specifications, pay items, or the scope of work or services; and/or (vi) mutual releases or terminations of contracts approved by all parties to the contract.
- (3) Contract closeout documents for contracts referenced in subsections (a)(1) and (2) above approved by either the county administrator or designee, or the board of county commissioners, including, but not limited to, releases of surety bonds and retainages, and releases of completion and maintenance security for subdivision improvements.
- (4) Grant applications in amounts not to exceed \$1,000,000.00 excluding local match or in-kind contributions, in a fiscal or calendar year.

- (5) Licenses, access agreements, permits for right-of-way, temporary use permits, and the acceptance or conveyance of temporary or permanent easements for construction, utility or other governmental purposes on any real property, whether or not owned by the county, and any assignments, consents, extensions, amendments, releases, or terminations of the foregoing documents or instruments, including changes in price, terms and conditions.
 - (6) Subordination agreements, landlord estoppel agreements/certificates, attornment agreements, and assignments including consents thereof, relating to any real property, whether or not owned, by the county.
 - (7) Corrective contracts and instruments.
 - (8) Releases, satisfactions or assignments of liens and mortgages, upon full payment thereof, if a mortgage, and upon full or partial payment thereof, if an inferior lien other than a mortgage.
 - (9) Any instrument required for the exercise of an option of renewal or extension of a lease or license agreement for a term of a year or years, upon the same terms and conditions as set forth in any original lease or license agreement approved by the board of county commissioners.
 - (10) Applications to the state or other political subdivisions, including the county to vacate unopened right of way and abandoned easements.
 - (11) Approval of sublease of lease agreement if the original lease agreement allows a sublease upon county approval, and if the original tenant remains ultimately liable under the lease agreement.
 - (12) Any instrument required for the exercise of option of renewal or extension, or acceptance of contractor's exercise of option of renewal or extension of use, access, concession or similar agreement (such as the United Parcel Services agreement with the airport, by way of illustration and not limitation) for a term of a year or years, upon the same terms and conditions as set forth in the original agreement approved by the board of county commissioners.
- (b) The approval of the above specified agreements and/or documents by the county administrator or his/her designee shall include the exercise of such authority on behalf of the county industrial development authority, emergency medical services authority, and fire protection authority. Additionally, the county administrator or his/her designee shall have the authority to approve and execute leases, and amendments, releases and terminations thereof, on behalf of the county industrial development authority, including leases previously approved by the board of county commissioners.
 - (c) The county administrator or his/her designee shall have the authority to approve and to authorize the payment of state assessments and fees relating to the self insurance workers compensation program administered by the county risk management department.

- (d) All documents approved under this section shall be subject to the county's contract review procedures, and shall be placed on a receipt and filed report on the consent agenda of the board of county commissioners at least quarterly.

(Ord. No. 02-44, § 1, 5-21-02; Ord. No. 02-68, 8-20-02; Ord. No. 03-95, § 1, 12-2-03; Ord. No. 04-63, § 1, 9-21-04; Ord. No. 06-67, § 1, 8-22-06; Ord. No. 08-50, § 1, 10-7-08; Ord. No. 14-10, § 1, 2-11-14)