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SECTION 3. COUNTY ADMINISTRATION

3.55 PURCHASING POLICY

I GENERAL INFORMATION

3.551 PURPOSE. The purpose of this Purchasing Policy is to provide for the fair and equitable treatment of all persons involved in public procurement by the County, for the efficient and effective use of public funds in procurement, and to provide safeguards for maintaining a procurement operation of quality and integrity.

3.552 DEFINITIONS.

Allocate (or Allocation) means to attach receipts, supporting documentation for purchases, sign the statements, and assign cost center codes in the County-authorized banking platform.

Attractive Items means the definition specified in Rule 69I-73.001, Florida Administrative Code.

Bid Security means an original bond provided by a surety company authorized to do business in the State of Florida and that is included on the U.S. Department of Treasury list of approved sureties, or an alternative form of security in the form of a cashier's check or a certified check satisfactory to the County.

Blanket Purchase Order means a unilateral, contractually binding document issued by the Division upon receipt of an approved requisition from the User Department, encumbering funds to procure indeterminable, miscellaneous goods and services over a specific period within the same County fiscal year.

Board means the Board of County Commissioners of Seminole County, Florida.

Business Day means any calendar day from 8:00 a.m. to 5:00 p.m. Sanford, Florida time, except a Saturday, Sunday, or a County observed holiday.

CAO means the Seminole County Attorney's Office.

Cooperative Purchase is a method of procurement where two or more public entities combine their procurement requirements to reduce administrative costs and obtain lower pricing through volume buying.

County means Seminole County, a political subdivision of the State of Florida.

County Road System means the definition specified in Section 334.03, Florida Statutes, as may be amended.

Custodian means the definition specified in Section 274.01(2), Florida Statutes, as may be amended.

Custodian's Delegate means the definition specified in Rule 69I-73.001, Florida Administrative Code.



Delegate means a County employee, designated by the User Department director, responsible for administering the P-Card usage within the User Department.

Design-Build Contract means the definition specified in Section 287.055(2)(i), Florida Statutes, as may be amended.

Design-Build Firm means the definition specified in Section 287.055(2)(h), Florida Statutes, as may be amended.

Design Criteria Package means the definition specified in Section 287.055(2)(j), Florida Statutes, as may be amended.

Designee means a County employee who has been designated in writing to perform a duty by another County employee who is authorized to delegate authority to such person. Division Designee information must be provided in writing to the County Manager or Designee and the Resource Management Director each time there is a change in Designee.

Direct Pay Item includes payments relating to dues and memberships in trade or professional organizations; subscriptions for periodicals; newspaper or like advertisements; postage; expert witnesses; abstracts of titles for real property; closing costs and processing fees for acquisitions; title insurance for real property; utility services (water, sewer, electrical, natural gas, and communications); copyrighted books and videos; and fees and costs for job-related seminars and training certifications by accredited, professional organizations; catering service fees; licenses; permits; costs for Florida prepaid toll program; approved travel expenses for County employees; and other expenses approved by the County's Chief Financial Officer.

Division means the Seminole County Purchasing and Contracts Division.

Electronic Signature means any letters, characters, or symbols, manifested by electronic or similar means, executed, or adopted by a party with an intent to authenticate a writing.

Evaluation Committee means no less than three (3) County employees who are subject matter experts or who have operational experience pertaining to the project and who will assist in the evaluation of proposals; evaluations to be included as part of the agenda backup if the project requires Board approval. "Subject matter experts" are County employees with qualifications and experience in a particular field or work process. For goods and services FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) and above annually, the Department Director must be on the Evaluation Committee. For goods and services ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) and above annually, the County Manager or Designee must be on the Evaluation Committee. For marketing or advertising Vendors related to tourism or County sports facilities, sales, business development, and event management for County sports, the Evaluation Committee may include a maximum of two (2) Tourist Development Council ("TDC") members appointed by the TDC or otherwise authorized by the Board. User Departments must submit the names of potential Evaluation Committee members to the Purchasing Manager for approval.



Mandatory Bid Limit means ONE HUNDRED THOUSAND AND 01/100 DOLLARS (\$100,000.01).

Notice to Proceed means a written document issued by the Division and signed by the Vendor authorizing the commencement of work pursuant to a fully executed contract.

Procurement Officer means any person within the Division who has the written authority to commit County resources or funds.

Professional Services means services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as further specified by Section 287.055(2)(a), Florida Statutes, as may be amended.

Property (i.e., tangible personal property) means the definition specified in Section 274.01, Florida Statutes, as may be amended.

Purchase Order means a unilateral, contractually binding document issued by the Division upon receipt of an approved requisition from the User Department, encumbering funds to procure goods, services, or both.

Purchasing Policy means Section 3.55 of the Seminole County Administrative Code constituting the Board's official policy concerning procurement matters.

Purchasing Manager means the Seminole County Purchasing and Contracts Division Manager.

Purchasing Ordinance means Chapter 220 of the Seminole County Code of Ordinances.

Release Order means a unilateral, contractually binding document issued by the User Department to encumber funds and authorize the procurement of goods pursuant to a fully executed contract.

Responsible or Responsibility means a Vendor who has submitted a bid or proposal, and who is capable, as determined by the County, in all respects to fully perform the solicitation and contract requirements and who has the integrity and reliability which will give reasonable assurance of good-faith performance, which includes, but is not limited to the factors specified in the "Responsibility and Responsiveness" Section of this Purchasing Policy.

Responsive means a Vendor who has submitted a bid or proposal, which conforms in all material respects, as determined by the County, to the solicitation.

Review Committee means at least three (3) County employees who are subject matter experts pertaining to the project. "Subject matter experts" are County employees with qualifications and experience in a particular field or work process. User Departments must submit the names of potential Review Committee members to the Purchasing Manager for approval.

Single Source means one (1) Vendor, among others that may exist, who possesses unique capabilities, such as functional or performance requirements, and who meets County criteria.

Sole Source means a Vendor who has the exclusive right to manufacture and sell goods.

User Department means the County department desiring to procure goods or services.

Vendor means an actual or potential supplier of goods or services.

Work Order means a bilateral, contractually binding document issued by the Division, upon receipt of an approved requisition from the User Department pursuant to a fully executed master services agreement for a specific project, encumbering funds to procure goods, services, or both.

3.553 ADMINISTRATIVE RESPONSIBILITIES.

(1) **General Responsibilities of the Division.** The general responsibilities of the Division include:

(A) providing centralized procurement support and training to all User Departments;

(B) providing centralized procurement support and training to County Constitutional Offices and other select public entities (e.g., the 18th Judicial Circuit, the Florida Department of Health, the State Attorney’s Office, and the Public Defender’s Office) providing services in the County that may elect to utilize the services of the Division;

(C) verifying the appropriate method of procurement in accordance with the Purchasing Ordinance and Purchasing Policy;

(D) procuring goods and services in an ethical, timely, and cost-effective manner in accordance with all applicable laws, regulations, codes, policies, and procedures;

(E) monitoring a fair distribution of work among awarded Vendors under a master services agreement;

(F) coordinating with the User Departments when unique pricing structures are warranted for a project;

(G) acting as the County representative on all procurement matters, including coordinating with the Risk Management Division for a determination on the appropriate insurance requirements for the procurement and including such requirements in the contract;

(H) establishing and maintaining professional business relationships with all Vendors; and



(I) maintaining accurate and complete procurement records in an electronic format, to the extent possible, but in all cases, in accordance with Florida Public Records Law and Florida's retention guidelines.

(2) **General Responsibilities of the User Department.** The general responsibilities of the User Department include:

(A) strategically planning for the purchase of goods and services as far in advance of the need as reasonably possible;

(B) ensuring the appropriate County management approvals have been obtained for the procurement of goods and services;

(C) ensuring that sufficient funds have been allocated and are available for the goods and services sought;

(D) refraining from communicating with Vendors for goods and services during an active procurement, unless otherwise authorized by the Purchasing Ordinance, Purchasing Policy, or Board action;

(E) providing the Division a clear and accurate scope of work, complete specifications, and technical information for the goods and services to be procured at the time of the request;

(F) informing the Division when the volume of work requires multiple Vendors and specify how the workload will be divided;

(G) ensuring a fair distribution of work among awarded Vendors under a master services agreement;

(H) providing the Division complete requisition information, including the contract number (when applicable), a description of the goods and services to be procured, and the time for completion or date of delivery in an electronic format, to the extent possible, and providing the Division, when applicable, the Contract Services Request Form;

(I) keeping the Division apprised of any information that may impact the procurement and contract for the goods and services, including grant funding requirements and documentation;

(J) providing the Division information concerning revisions to County contracts or terms and conditions received from the Vendor for County review;

(K) ensuring County employees responsible for procuring goods and services on behalf of the County are not approving requisitions or processing invoices; and

(L) ensuring contracts are properly administered in compliance with the fully executed contract terms and conditions, including all exhibits.



(3) **General Responsibilities of the County Attorney's Office.** The CAO is responsible for providing legal assistance, including advice, guidance, drafting and approving contracts and ensuring that all contracts processed by the Division, and which are sent to the CAO for review follow all applicable laws, regulations, codes, policies, and procedures. Once all parties have appropriately executed the County-approved contract, the CAO will review and if approved, execute the contract as to form and legal sufficiency.

3.554 ENCUMBRANCE OF FUNDS. Except in the case of emergency, P-card, or Direct Pay Item purchases authorized by the Purchasing Ordinance or the Purchasing Policy, Procurement Officers may not encumber any funds until the Clerk of the Circuit Court and Comptroller's Office has certified, after pre-audit, there is a sufficient unencumbered appropriated balance for the proposed purchase.

3.555 UNAUTHORIZED COMMITMENTS PROHIBITED.

(1) Except as authorized by the Purchasing Ordinance or the Purchasing Policy, County employees are prohibited from making unauthorized commitments. County employees who make unauthorized commitments are subject to disciplinary action pursuant to the Seminole County Personnel Policies and Procedures. If an unauthorized commitment is made by a County employee, the applicable User Department must provide a fully completed Unauthorized Commitment Form ("UCF") to the Purchasing Manager within ten (10) Business Days of the User Department becoming aware of the unauthorized commitment. The UCF must include:

- (A) background information pertaining to the unauthorized commitment;
- (B) corrective action the User Department director has taken to prevent unauthorized commitments in the future, including requiring the County employee who makes the unauthorized commitment to attend procurement training; and
- (C) disciplinary action taken against the County employee, if any.

(2) To the extent known, the Purchasing Manager will review the UCF for factual accuracy. If there are revisions to be made to the UCF, the Purchasing Manager will coordinate with the applicable User Department director to ensure a complete and accurate record of the facts are provided. If no revisions need to be made to the UCF, the Purchasing Manager will forward the UCF to the approving authority specified in this Section. Execution of the UCF by the applicable User Department director and the Purchasing Manager is only considered approval of the contents within the UCF and is not considered approval of the unauthorized commitment.

(3) If the unauthorized commitment is TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) or less, the Purchasing Manager must submit the UCF to the County Manager for approval of the unauthorized commitment. If the unauthorized commitment is TWO HUNDRED FIFTY THOUSAND AND 01/100 DOLLARS (\$250,000.01) and over, the UCF must be submitted to the Board for approval of the unauthorized commitment. If approved by either the County Manager or



the Board, the County Manager or the Chairman, as applicable, must execute the UCF signifying approval of the unauthorized commitment.

- (4) Unauthorized commitments are not binding on the County.

3.556 WAIVER OF REQUIREMENTS. The Board, when deemed to be in the best interest of the County, may waive any requirements set forth in this Purchasing Policy, and proceed thereafter to take any action necessary determined to be in the best interest of the County. Notwithstanding this Section, the County must comply with all applicable laws, regulations, codes, and the terms and conditions of any grant.

3.557 ETHICS. County employees must comply with all applicable ethics laws, regulations, codes, policies, and procedures, including Seminole County Administrative Code Section 24.1 (Code of Ethics for County Employees), Seminole County Administrative Code Section 24.15 (Personnel Policies and Procedures), and Chapter 112, Part III, Florida Statutes (Code of Ethics for Public Officers and Employees), as may be amended. County employees are subject to disciplinary action for violations of the foregoing.

3.558 ELECTRONIC SIGNATURES.

(1) ***Electronic Signatures by Vendors.*** The Division is authorized to accept Electronic Signatures by Vendors on procurement documents.

(2) ***Electronic Signatures by the Division.*** County employees in the Division are authorized to use Electronic Signatures to the extent the County employees in the Division are authorized to execute procurement documents.

3.559 TANGIBLE PERSONAL PROPERTY OF COUNTY.

(1) ***Generally.*** Chapter 274, Florida Statutes and Rule 69I-73, Florida Administrative Code, as may be amended govern Property (also known as tangible personal property or fixed assets) owned by the County. Property control measures are set to provide a basis for establishing insurance values, maintain Property documentation to assist with replacement planning, transfer of Property within the County, and the disposition of surplus Property. The Property Administrator within the Division is delegated by the Board the responsibility for overseeing Property control measures, as outlined in this Section, for User Departments and other County entities such as, Constitutional Officers, the State Attorney's Office, and the Public Defender's Office. As authorized by Chapter 274, Florida Statutes, as may be amended, each User Department director, and respective Constitutional Officer, State Attorney, and Public Defender are delegated as the "Custodian," (with authority to designate a Custodian's Delegate within the respective department or office) who is each responsible for County Property within the respective User Department or entity, whichever is applicable.

(2) ***Threshold for Recording Property.*** In accordance with Rule 69I-73.002, Florida Administrative Code, all Property with a value or cost of FIVE THOUSAND AND NO/100 (\$5,000.00) or more and a projected useful life of one (1) year or more and Attractive Items with a value or cost less than FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), must be recorded in the County's financial system for inventory



purposes. For clarity, Attractive Items are not capital assets, but includes property that is susceptible to theft or loss, such as small generators, electronics, and trailers.

(3) **Property Acquisition and Control Procedures.** The Property Administrator must be notified in writing when a User Department receives Property, including the method of purchase. A BCC identification number will be assigned and will be physically affixed or otherwise marked by the Property Administrator or Custodian and registered in the County's financial system for inventory purposes.

(4) **Property Donations.**

(A) **Receipt of Donated Property.** User Departments receiving donated Property must promptly prepare and submit a memo to the Property Administrator, who will assign a BCC identification number and record the Property in the County's financial system for inventory purposes. The memo must include:

- (i) how the Property was acquired;
- (ii) the person or entity donating the Property;
- (iii) a description of the Property, including the condition; and
- (iv) an estimated dollar value of the Property.

(B) **Donating County Property.** User Departments seeking to donate surplus Property must prepare and submit a memo to the Purchasing Manager requesting approval, including documentation from the receiving entity confirming the request or acceptance of Property and the entity's tax exemption letter. The memo must include:

- (i) a description of the Property; and
- (ii) the BCC identification number.

(5) **Inventory of County Property.** In accordance with Rule 69I-73.006, Florida Administrative Code, the Property Administrator must coordinate with each Custodian or the Custodian's Delegate, to conduct a complete physical inventory of all Property, within the respective departments or offices, annually and whenever there is a change of Custodian or change of Custodian's Delegate. Custodians must notify the Property Administrator in writing within ten (10) Business Days when there is a change of Custodian or change of Custodian's Delegate. Within ten (10) Business Days from the completion of the physical inventory, the Custodian or the Custodian's Delegate is responsible for completing the Asset Disposition Form for Property not found during the physical inventory and providing a copy of the police report (when applicable). The Asset Disposition Form is located on the Division's intranet webpage for User Departments or can be requested by other offices from the Property Administrator. The Property Administrator must prepare a report pertaining to the inventory of County Property and will provide such report to the County Manager, Chief Financial Officer, and the Clerk of the Circuit Court and Comptroller's Office.



(6) **Surplus County Property.** County Property determined to be surplus Property, as specified in Section 274.05, Florida Statutes, as may be amended, may be disposed in coordination with the Property Administrator. The manners of disposition include Property sold, donated, transferred, cannibalized, scrapped, destroyed, or traded. The User Department or office may offer surplus Property to other governmental units in the County. Prior to relocation of County Property, the Asset Disposition Form must be completed and promptly provided to the Property Administrator. County staff involved in the disposal of surplus Property must promptly provide the Property Administrator supporting documentation, which includes, insurance recovery funds, irrespective of the responsibility of the County staff charged with completing the Asset Disposition Form. User Departments must receive written approval from the Fleet Services Manager for disposition of rolling stock. Thereafter, rolling stock can be disposed of by the Property Administrator with the use of a Licensed Salvage Motor Vehicle Dealer, who must apply for a Certificate of Destruction, in accordance with Section 319.30, Florida Statutes, as may be amended. Each User Department or office is responsible for the expense associated with the relocation of the Property, including logistical planning. Non-rolling stock with no salvage value can be disposed of as determined by the Custodian or Custodian's delegate in accordance with Section 274.06, Florida Statutes, as may be amended.

3.560 COMPLIANCE WITH LAWS. Vendors and the County must comply with all applicable laws, regulations, codes, policies, and procedures. For procurements involving State or Federal Funds, the County will include applicable provisions in the contract between the County and the Vendor, such as Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards. All references to the laws, regulations, codes, policies, and procedures in this Purchasing Policy include those as may be amended.

3.561-3.570 RESERVED.

II SOURCE SELECTION AND CONTRACT FORMATION

3.571 GENERAL.

(1) **Competitive Procurement.** The County must procure goods and services in accordance with the Purchasing Ordinance and the Purchasing Policy. User Departments may not split the purchase of goods and services to avoid competitive procurement thresholds. When determined by the Division to be in the best interest of the County, the Division may combine requirements to competitively procure goods and services. The authorization document issued by the County may be on a fixed fee basis, where the scope of work is clearly defined and labor categories and rates are included in the contract; or may be on a not-to-exceed basis, where the scope of work is not clearly defined. To the extent feasible, the County encourages and promotes the use of recycled goods.

(2) **Types of Solicitations.** Depending on the goods or services sought, the County may use any of the following types of solicitations to procure goods and services: Invitation for Bid and BID ("IFB" or "BID"), Construction Contract ("CC"),



Request for Proposal (“RFP”), Professional Services (“PS”), Design-Build (“DB”), Request for Information (“RFI”), and Request for Qualifications (“RFQu”).

(3) **Additional Approvals Required from Specific User Departments.** Prior to the procurement of goods and services for the User Departments listed below, the following specific approvals must be obtained by User Departments:

(A) Fleet and Facilities – The approval of the Fleet Manager or Designee is required for the procurement of vehicles, motorized equipment, roadway equipment, after-market enhancements, and other Fleet related purchases.

(B) Information Technology – The approval of the Chief Information Officer or Designee is required for the procurement of goods and services that leverage solutions and equipment related to externally hosted technology, telecommunications, technology infrastructure/network, peripherals, software (both subscriptions and perpetual licenses), endpoints and devices, and maintenance and support contracts. Information Technology is responsible for reviewing the contemplated procurement to determine whether any portions of the solicitation include information that would be confidential and/or exempt from Florida’s Public Records Law, redacting the applicable portions of the solicitation, and advising the Division accordingly.

(C) Emergency Management (Telecommunications) – The approval of the Emergency Manager or Designee is required for the procurement of goods and services for radio systems and all associated software and hardware, including interfaces to mission critical voice 911 dispatch communication equipment, computer aided dispatch (“CAD”), fire alerting systems, secured encrypted communications, radio tower leases, and all inside building structured cabling systems. Emergency Management (Telecommunications) is responsible for coordinating with Information Technology and reviewing the contemplated procurement to determine whether any portions of the solicitation include information that would be confidential and/or exempt from Florida’s Public Records Law, redacting the applicable portions of the solicitation, and advising the Division accordingly.

(D) Human Resources – The approval of the Director of Human Resources or Designee is required for the temporary hiring of employees, including staffing hired through an employment agency.

(E) County Manager’s Office – Any use of the County logo must be approved in advance by the County Manager or Designee.

(4) **Contract Negotiations.** Contract negotiations are intended to finalize the agreement terms, conditions, scope of work, or the Vendor’s technical or price proposal. When contract negotiations are necessary or in the best interests of the County, the negotiations team must develop a negotiation strategy to address each identified issue prior to entering negotiations with the Vendor. The Procurement Analyst will serve as the negotiations team leader and the lead negotiator on pricing issues. The County’s Project Manager will be the lead negotiator on technical issues. Other members of the negotiation team may take the lead in respective areas of expertise; however, the



Procurement Analyst is responsible for maintaining the focus and direction of the negotiation.

(5) **Sales Tax Recovery.** When determined by the Purchasing Manager or Designee, in coordination with the User Department, to be in the best interest of the County, Sales Tax Recovery ("STR") Resolution No. 96-R-177 will apply to the procurement of goods in construction projects. For procurements where the STR Resolution will apply, the Division will coordinate with the CAO to include specific requirements for Vendors in both the solicitation and the contract.

(A) Vendors must include total costs in their submittal, including price of goods (e.g., materials and equipment, with taxes included) and services, including all labor and administrative costs, inspection, handling, and storage costs, if any. If builder's risk insurance is required in the solicitation, Vendor's submittal must provide insurance coverage for the entire construction project, including the costs for goods subject to STR. Vendors must require that their suppliers follow the County's STR procedures.

(B) After award, the Vendor must furnish the County with a list identifying goods to be procured by the County for the construction project. The list must be reviewed and approved by the County project manager and the engineer of record.

(C) Once approved by the County project manager and the engineer of record, the User Department must complete a STR requisition and include information such as, item quantities, pricing by the Vendor's suppliers, delivery location, date of delivery, and any special terms that have been negotiated between the Vendor and their suppliers pertaining to payment terms, discounts, rebates, warranty information, credits, and any other applicable terms and conditions.

(D) Upon receipt of a STR requisition with all information required by the Division, the Division will issue a Purchase Order with supporting documentation to the supplier and will require a Certificate of Entitlement from the User Department.

(E) The Vendor must generate a deductive change order stating the total price in the Purchase Order including the amount of sales tax. The deductive change order must be approved by the County project manager and submitted to the Division to be executed by the Purchasing Manager or Designee. The deductive change order must be executed before the Purchase Order is paid.

(F) The Vendor is responsible for confirming the goods received from suppliers as well as goods delivered to the County meet the requirements of the solicitation and the executed contract, including the related Purchase Order and change orders. Once confirmed, the Vendor, must submit all applicable invoices to the County representative. After review and upon approval, the County will make payment directly to the supplier in accordance with the Purchase Order. The County reserves the right to have a representative present during receipt of goods for the County construction project.

(G) Under STR, the Vendor must warrant the goods in the same manner as non-STR goods and will be responsible for any schedule interruptions or delays in connection with the goods. The Vendor must provide the County representative with a monthly report documenting the amount and description of STR goods accepted by the Vendor.

(6) **County Purchased Goods.** User Departments are authorized to prepare scopes of work for projects such that goods are competitively procured directly from a Vendor, as authorized in the Purchasing Ordinance and Purchasing Policy. In these instances, the County may benefit from exemption of taxes, subject to Section 212.08, Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, as may be amended. From the time of acceptance, the County assumes the risk of loss of any County purchased goods until the County provides the goods to the installation Vendor. The County project manager must notify the County's Risk Management Division, in writing, in advance when the County intends to purchase goods under this Section for coordination of storage location and to mitigate the risk of loss through appropriate insurance, which may include deductibles or self-insured retention.

(7) **Application of Sunshine Law to Purchasing Meetings.** Section 286.011, Florida Statutes, as may be amended, commonly referred to as the "Sunshine Law," provides a right of access to governmental proceedings and certain meetings, subject to statutory exemptions that may apply under certain conditions. Generally, while informal discussions among County staff are not subject to the Sunshine Law, Section 286.0113, Section 255.0518, and Section 255.0525, Florida Statutes, as may be amended, apply to certain meetings relating to or involving solicitations and Vendors, such as bid and proposal openings. The Division must ensure these statutory requirements are met.

(8) **Public Records Law.** Sealed bids and proposals are exempt from Public Records Law for a temporary duration in accordance with Section 119.071(1)(b)(2), Florida Statutes, as may be amended.

3.572 BRAND NAME OR EQUAL SPECIFICATIONS. User departments may seek to use a particular brand for certain goods. In these situations, the desire to use a particular brand is not due to the brand itself, but rather due to the minimum characteristics and level of quality provided by a specific brand that meet the County's needs. When User departments desire to procure a particular brand for certain goods, User departments must prepare and provide the Division clear specifications, including the level of performance required of the goods, to allow for "brand name or equal" submittals by Vendors.

3.573 RESPONSIBILITY AND RESPONSIVENESS.

(1) **Responsive.** The County will review the Vendor's submittal for Responsiveness. A lack of conformity that is non-material in nature may be considered a technicality or irregularity that may be waived by the Division, in its sole discretion.

(2) **Responsibility.** In determining whether a Vendor is Responsible, the County will perform due diligence in reviewing the following factors, which may include:



- (A) the ability, capacity, and skill of the Vendor to perform the contract;
- (B) the character, integrity, reputation, judgment, experience, and efficiency of the Vendor;
- (C) the quality of Vendor's performance on previous contracts;
- (D) the previous and existing compliance by the Vendor with applicable laws, regulations, codes, policies, and procedures;
- (E) the sufficiency of Vendor's financial resources;
- (F) the quality, availability, and adaptability of Vendor's goods and services to the particular use required;
- (G) the number and scope of exceptions to the draft contract proposed by Vendor;
- (H) reasonableness of the price proposed;
- (I) whether the Vendor meets licensing and certification requirements;
- (J) whether the Vendor can perform the contract promptly, or within the time specified, without delay or interference;
- (K) whether the Vendor is suspended or debarred by the County, another locality in the State of Florida, or the State of Florida;
- (L) whether the Vendor is active and legally registered to conduct business in the State of Florida; and
- (M) the Vendor's ability to meet insurance requirements.

(3) ***Request for Additional Information and Failure to Provide Requested Information.*** At any time, the Division may request additional information from a Vendor that has formally responded to a solicitation. If the Vendor fails to provide the information within the timeframe requested by the Division, the Division will base the determination of Responsibility upon information available or may find the Vendor non-Responsive. If the Vendor is found non-Responsive or non-Responsible, the Division Manager or Designee will prepare a written determination setting forth the basis of the finding. A copy of the Division's findings will promptly be provided to the Vendor and a copy will be made part of the contract file.

3.574 SMALL PURCHASES.

(1) ***Generally.*** A purchase in an amount less than the Mandatory Bid Limit must be made in accordance with the procedures authorized in this Purchasing Policy.

(2) ***Purchases \$10,000.00 or Less.*** A purchase in an amount TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) or less may be made in accordance with the "Purchasing Card (P-Card) Program" Section of this Purchasing Policy, or by requesting a Purchase Order or Blanket Purchase Order for issuance and execution by



the Division. Blanket Purchase Orders may not be issued for a single item exceeding FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00).

(3) **Purchases between \$10,000.01 and \$25,000.00.** Two (2) quotes must be obtained by the User Department and provided to the Division with the requisition for purchases between TEN THOUSAND AND 01/100 DOLLARS (\$10,000.01) and TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00). Upon receiving the quotes, User Departments must complete a Quotation Form and submit it to the Division. The Division will issue and execute either a Purchase Order or a Blanket Purchase Order. Blanket Purchase Orders may not be issued for a single item exceeding FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00).

(4) **Request for Quotations (“RFQ”) between \$25,000.01 and \$100,000.00.** The Division will attempt to obtain at least three (3) written quotes and will provide the quotes to the User Department for purchases between TWENTY-FIVE THOUSAND AND 01/100 DOLLARS (\$25,000.01) and ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00). The Division will issue and execute a Purchase Order.

(5) **Documentation.** The Division shall maintain documentation on the quotes received to justify the award.

(6) **Award.** Generally, the purchase must be made from the lowest, Responsive, Responsible Vendor; however, if the purchase is from a Vendor that is not the lowest priced Vendor, the User Department must provide the Division written justification for review and approval to ensure the purchase is in the best interest of the County. Once approved by the Division, the User Department is responsible for entering a requisition for a Purchase Order.

3.575 COMPETITIVE SEALED BIDDING.

(1) **Generally.** The procurement of goods and services equal to or greater than the Mandatory Bid Limit must be competitively awarded, unless an exemption to the competitive solicitation requirement exists within the Purchasing Ordinance or the Purchasing Policy, as authorized by law.

(2) Types of Solicitations.

(A) **Invitation for Bid and BID.** An IFB and BID is used when there is a defined scope. IFB results in a term contract where Vendors may not begin work without a Release Order. For an IFB that includes the procurement of Property, User Departments must request a Purchase Order from the Division. BID is used for one-time purchases where Vendors may not begin work without a Purchase Order.

(B) **Construction.** Construction solicitations are used for projects involving the construction or improvement of public property, resulting in a construction contract (“CC”). For project specific CC’s, Vendors may not begin work without a Notice to Proceed. For CC master services agreements, projects will be competed among the awarded Vendors and a Work Order will be issued to the lowest priced Vendor.



(3) **Public Notice.**

(A) **IFB and BID.** Public notice for IFB and BID must be advertised in a newspaper of general circulation and on the County website for a reasonable period prior to bid opening.

(B) **Construction.** Public notice for construction projects must be advertised in accordance with Section 255.0525, Florida Statutes, as may be amended. Note, there are differing advertisement requirements based on the monetary thresholds referenced in the statute.

(C) **Pre-Bid Conference.** The Division will coordinate with the User Department to determine whether a pre-bid conference is appropriate. If a pre-bid conference is requested by the User Department, one will be scheduled in accordance with Section 255.0525(2), Florida Statutes, as may be amended.

(4) **Liquidated Damages.** As it may be difficult to calculate damages resulting from the failure of a Vendor to complete the contract on time, liquidated damages may be included in the contract. Liquidated damages are enforceable if the assessment is not strictly a penalty, and the assessment of actual damages as of the time of making the contract is uncertain. The amount of liquidated damages must not be unreasonable, must not be so grossly disproportionate to any damages that might reasonably be expected to follow from a breach, and must not be intended to induce the breaching Vendor to perform the contract. User Departments are responsible for determining the appropriate amount of liquidated damages prior to advertisement of a solicitation. Nothing in this Section is intended to limit the County's ability to include a provision for liquidated damages and the County's ability to collect actual damages for other elements calculated based on costs actually incurred.

(5) **Bid Submission.** It is the sole responsibility of the Vendor to ensure the Vendor's bid reaches the location, time, and date specified in the solicitation. Bids received after the time and date, and at any other location than specified, will not be accepted and will be returned unopened to the Vendor. Irrespective of the method of delivery chosen by the Vendor, the County will bear no responsibility for Vendor's failure to successfully deliver bids to the County in accordance with the solicitation. Vendors may withdraw bids at any time prior to bid opening, provided the person within the Vendor's organization who submitted the bid provides a written request, which will be confirmed verbally by the Division.

(6) **Bid Review.** Bids will be reviewed initially by the Division for Responsiveness and Responsibility. For construction projects, a Review Committee will review bids to further determine Responsibility and will be responsible for conducting reference checks unless such reference checks are requested to be performed by the Division. Except when requested for the Division to perform reference checks, upon gathering information, the Review Committee must promptly forward to the Division written comments from references. For non-construction purchases, the County's Project Manager will review bids and will provide a recommendation for award to the Division. The Division may request additional information to determine whether the Vendor is Responsible. If the Vendor fails to timely provide the requested information,



the County may base the determination of a Responsible Vendor upon the information available or may determine the Vendor to be non-Responsive. Prior to award or rejection, the Purchasing Manager must consider any additional information gathered as it relates to whether a Vendor is Responsible. Nothing in this Section is intended to prohibit the acceptance of a voluntary reduction in price from the lowest bidding Vendor after bid opening and prior to award, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any items submitted by Vendor in response to the solicitation.

(7) **Errors in Extension of Unit Prices.** Prior to award, the Division may correct calculation errors in the extension of unit prices provided in the Vendor's submittal, upon Vendor's concurrence in writing to correct the calculation errors. If the Vendor does not concur to the correct calculation of the extension of unit prices, the Vendor's bid will be deemed non-Responsive. The County will not revise the unit prices bid. If a Vendor provides bid prices in words and in digits and the words and the digits do not match, the words will control. Any other discrepancies in the bid may be sufficient to consider the bid as non-Responsive.

(8) **Requirement for Bid Security.** A Vendor must provide Bid Security for all competitive sealed bidding for construction contracts if the price is estimated to exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) or if required by the Purchasing Manager or Designee.

(A) **Amount of Bid Security.** The amount of Bid Security required will be indicated in the solicitation.

(B) **Rejection of Bids for Non-Responsiveness with Bid Security Requirements.** If the solicitation requires Bid Security and Bid Security is not provided with the bid, the bid will be rejected as non-Responsive.

(10) **Withdrawal of Bid.** A Vendor may withdraw their bid prior to bid opening. At Vendor's option, Vendor may re-submit their bid prior to bid opening. If the Vendor withdraws their bid prior to bid opening, no action will be brought against the Bid Security. Failure to withdraw a bid prior to bid opening may result in County retaining Vendor's Bid Security. For the avoidance of doubt, Vendor may not re-submit their bid after bid opening.

(11) **Unbalanced Bids.** The County will review bids for any extreme variations from the County's estimate or where obvious unbalanced unit or lump sum pricing exists. If a bid contains the aforementioned, the Division will prepare written justification to support the award or determine the bid non-Responsive.

(12) **Bids Exceeding Budgeted Funds.** If only one (1) bid is received from a Responsive, Responsible Vendor which exceeds the County's budgeted funds, the Purchasing Manager or Designee may negotiate an adjustment to the bid price or bid specifications provided, that it would not be in the County's best interest to re-solicit due to time and economic concerns.



(13) **Tie Bids.** If a tie results between two or more lowest, Responsive, Responsible Vendors, a best and final offer will be requested from the tied Vendors. If the best and final offer results in a tie, the shortest delivery time will be used as the basis for award, and if the shortest delivery time results the same, a coin flip will be performed as the basis for award.

(14) **Award.**

(A) **Generally.** The County will enter into a contract with the lowest, Responsive, Responsible Vendor in accordance with the Purchasing Ordinance and the Purchasing Policy. In the event only one (1) bid is received, the County may award or negotiate with the sole Vendor if it is deemed to be in the best interest of the County. For contract awards to multiple Vendors, the County will distribute the work equally. Equal distribution of the work will be measured by the dollar value of the work, such that each Vendor obtains an equal share, to the extent possible, of the total dollars spent annually on the contract.

(B) **Public Construction Projects.** The construction or improvement of a public building, structure, or other public construction work and electrical work must be Competitively Awarded to an appropriately licensed contractor for each project estimated to cost more than the monetary thresholds specified in Section 225.20(1), Florida Statutes, as may be amended. "Competitively Awarded" for purposes of this "Public Construction Projects" Section is defined and specified in Section 255.20(1), Florida Statutes, as may be amended.

(i) **Continuing Contracts for Public Construction Projects.** The construction or improvement of a public building, structure, or other public construction work must be Competitively Awarded to an appropriately licensed contractor for each project that is estimated to cost equal to or less than the monetary thresholds defined and specified in Section 255.20(1), Florida Statutes, as may be amended, provided that each Work Order under the contract does not also exceed such monetary thresholds.

(C) **County Road System.** County Road System projects, such as construction and reconstruction of roads and bridges, resurfacing, full scale mineral seal coating, and major bridge and bridge system repairs estimated to cost more than the monetary threshold specified in Section 336.41(4), Florida Statutes, as may be amended, must be competitively awarded. The County may elect to utilize a continuing contract based on unit prices, provided that each Work Order under the contract does not exceed the estimated costs specified in 287.055(2)(g), Florida Statutes, as may be amended. Notwithstanding, all construction and reconstruction of roads and bridges, including resurfacing, full scape mineral seal coating, and major bridge and bridge system repairs, to be performed utilizing the proceeds of the eighty percent (80%) portion of the surplus of the constitutional gas tax must be competitively awarded in accordance with Section 336.41(4), Florida Statutes, as may be amended.



3.576 COMPETITIVE SEALED PROPOSALS.

(1) **Generally.** The procurement of goods and services equal to or greater than the Mandatory Bid Limit must be competitively awarded, unless an exemption to the competitive solicitation requirements exists within the Purchasing Ordinance or the Purchasing Policy, as authorized by law.

(2) **Types of Solicitations.**

(A) **Request for Information (“RFI”).** An RFI is used to solicit information from Vendors that will be the basis for the award of a contract or that will result in a subsequent solicitation.

(B) **Request for Proposal (“RFP”).** An RFP is used to procure goods and services when the requirements are not clearly known, are qualitative rather than quantitative, or when the User Department seeks a solution to a problem, and the selection of a Vendor is made based on an evaluation where price is one factor among others specified in the solicitation. For contracts pursuant to an RFP, Vendors must not begin work without a Purchase Order or Work Order.

(C) **Request for Qualifications (“RFQu”).** An RFQu is used to obtain statements of qualifications from Vendors to gauge interest in the marketplace or to select the most qualified Vendors to move forward in an RFP solicitation process, either of which may result in the award of an Agreement.

(3) **Public Notice.** Public notice must be advertised in a newspaper of general circulation and on the County website in accordance with Section 255.0525, Florida Statutes, as may be amended.

(4) **Pre-Proposal Conference.** The Division will coordinate with the User Department to determine whether a pre-proposal conference is appropriate. If a pre-proposal conference is requested by the User Department, one will be scheduled in accordance with Section 255.0525(2), Florida Statutes, as may be amended.

(5) **Proposal Submission.** It is the sole responsibility of the Vendor to ensure the Vendor’s proposal reaches the location, time, and date specified in the solicitation. Proposals received after the time and date, and at any other location than specified, will not be accepted and will be returned unopened to the Vendor. Irrespective of the method of delivery chosen by the Vendor, the County will bear no responsibility for Vendor’s failure to successfully deliver proposals to the County in accordance with the solicitation. Vendors may withdraw proposals at any time prior to proposal opening, provided the person within the Vendor’s organization who submitted the proposal provides a written request, which will be confirmed verbally by the Division.

(6) **Proposal Review and Evaluation Committee.**

(A) Proposals will be reviewed initially by the Division for Responsiveness and Responsibility.



(B) The Evaluation Committee will independently evaluate proposals fairly and equally based only on the criteria set forth in the solicitation and must provide detailed comments. The method of evaluation will be specified in the RFP as either a weight (points) system or a rating (adjectival) system.

(i) For the weight (points) system, each criterion will be assigned a specific percentage and each Evaluation Committee member must document justification for the score given, which includes describing strengths, weaknesses, and deficiencies.

(ii) For the rating (adjectival) system, each criterion will be assigned a specific adjective and the Evaluation Committee member must document justification for the adjective given. The adjectives are: *Highly Acceptable* – proposals that exceed the criterion requirement and have enhancing features, which must be documented, as benefitting the County; *Acceptable* – proposals that meet the County’s requirements; *Marginal* – proposals contain minor weaknesses or deficiencies, which must be documented, and that could have an impact if accepted; and *Unsatisfactory* – proposals that contain major weaknesses or deficiencies, which must be documented, and that could have a negative impact on the project.

(C) The Division will coordinate and facilitate the Evaluation Committee meeting and assist the Evaluation Committee in complying with procedural and statutory requirements. In the sole discretion of the County, the County may elect to have Vendors serve as consultants in an advisory or subject matter expert capacity, but not as an evaluator.

(D) After review and evaluation of proposals, a final ranking will be established. At the Evaluation Committee’s request, the Division may invite top ranked Vendors for discussions and presentations to assure the Vendor’s full understanding of the scope of services. The Evaluation Committee will also be responsible for conducting reference checks unless such reference checks are requested to be performed by the Division. Except when requested for the Division to perform reference checks, upon gathering information, the Evaluation Committee must promptly forward to the Division comments from references.

(E) The Division may request “best and final offers” or conduct negotiations for minor scope changes and pricing from the top ranked Vendors.

(F) The Division may negotiate with the highest-ranked Responsive, Responsible Vendor, for an adjustment to the price proposal, specifications, or both to enter into a contract within budget.

(7) **Award.** The Division will compile the Evaluation Committee’s scores to determine the final ranking. The County will enter into a contract with the top-ranked, Responsive, Responsible Vendor determined, in writing, to be the most advantageous to the County. In the event only one (1) proposal is received, the County may award or negotiate with the sole proposer, if determined to be in the best interest of the County.



3.577 CONSULTANTS' COMPETITIVE NEGOTIATION ACT.

(1) **Generally.** Services within the scope of the practice of architecture, landscape architecture, professional engineering, and registered surveying and mapping are governed by Section 287.055, Florida Statutes, as may be amended, also known as the "Consultants' Competitive Negotiation Act ("CCNA").

(2) **Types of Solicitations.**

(A) *Professional Services ("PS")* are used for projects governed by the CCNA. PS solicitations may result in a master services agreement. Under master services agreements, Vendors must not begin work until the Division issues a Work Order. Alternatively, PS solicitations may result in a project specific agreement. Under project specific agreements, Vendors may begin work upon full execution of the agreement.

(i) *Project-Specific* in accordance with Section 287.055, Florida Statutes, as may be amended.

(ii) *Continuing Contracts* means the definition used in Section 287.055(2)(g), Florida Statutes, as may be amended.

(iii) *Construction Manager at Risk ("CMAR")* means a professional services solicitation for a consultant who will provide pre-construction services (e.g., constructability reviews and cost estimating) and construction services (with their own workforce and sub-contractors), assuming all responsibility for the construction of a project at a Guaranteed Maximum Price.

(iv) *Construction Management ("CM")* a professional services solicitation for a consultant to oversee a construction project on behalf of the COUNTY.

(B) *Design-Build ("DB")* means a single contract with a Design-Build Firm for the design and construction of a public construction project. Vendors must not begin work until a Notice to Proceed is issued.

(3) **Public Notice.** The County must provide notice in accordance with Section 287.055(3), Florida Statutes, as may be amended. Public notice for solicitations must be advertised in a newspaper of general circulation and on the County website for a reasonable period prior to solicitation opening.

(4) **Proposal Submission.** It is the sole responsibility of the Vendor to ensure the Vendor's proposal reaches the location, time, and date specified in the solicitation. Proposals received after the time and date, and at any other location than specified, will not be accepted and will be returned unopened to the Vendor. Irrespective of the method of delivery chosen by the Vendor, the County will bear no responsibility for Vendor's failure to successfully deliver proposals to the County in accordance with the solicitation. Vendors may withdraw proposals at any time prior to proposal opening, provided the person within the Vendor's organization who submitted the proposal provides a written request, which will be confirmed verbally by the Division.



(5) **Due Diligence.** If after proposal opening, there are fewer than three (3) firms that respond to the solicitation, the Division must perform due diligence and determine that every effort was made to meet the requirements set forth in Section 287.055(4), Florida Statutes, as may be amended. Once a determination has been made that such due diligence was performed, the County will proceed with evaluation of the proposals received or may choose to cancel the solicitation and issue a new solicitation.

(6) **Proposal Review and Evaluation.** Proposals will be reviewed initially by the Division for Responsiveness and Responsibility. The Evaluation Committee will independently evaluate proposals fairly and equally based only on the criteria set forth in the solicitation and in compliance with Section 287.055, Florida Statutes, as may be amended. In the sole discretion of the County, the County may elect to have Vendors serve as consultants in an advisory or subject matter expert capacity, but not as an evaluator.

(A) The Evaluation Committee will evaluate statements of qualifications and performance data submitted and must conduct discussions with Vendors, and may require public presentations in accordance with Section 287.055(4)(a), Florida Statutes, as may be amended.

(B) The Evaluation Committee must select in order of preference no fewer than three (3) firms deemed to be the most highly qualified to perform the required services, in accordance with Section 287.055(4)(b), Florida Statutes, as may be amended. Thereafter, the Division must provide such order of preference to the Board for authorization to negotiate a contract.

(7) **Competitive Negotiation and Award.** Once the Board approves the ranking and authorization has been provided to negotiate with the top ranked firm(s), the Procurement Analyst will request a rate schedule and a Truth-in-Negotiation certificate from the top ranked firm or firms and the Division will negotiate a contract with the most qualified firm or firms for Professional Services at compensation which the Division determines is fair, competitive, and reasonable, in accordance with Section 287.055(5), Florida Statutes, as may be amended.

3.578 DESIGN-BUILD SERVICES.

(1) **Generally.** The County may elect to use a Design-Build Firm for the procurement of design-build services pursuant to a Design-Build Contract. Design-build services must be procured in accordance with Section 287.055(9), Florida Statutes, as may be amended. The solicitation documents must identify which procurement method will apply for the project.

(2) **Procurement Methods.** Pursuant to Section 287.055(9)(c), Florida Statutes, as may be amended, the County must use one of two types of procurement methods, as further specified in the statute:

(A) *Competitive Proposal Selection Process.*

(B) *Qualification Based Selection Process.*



(3) **Public Notice.** The County must provide notice in accordance with Section 287.055(3), Florida Statutes, as may be amended. Public notice for solicitations must be advertised in a newspaper of general circulation and on the County website for a reasonable period prior to solicitation opening.

(4) **Proposal Submission.** It is the sole responsibility of the Vendor to ensure the Vendor's proposal reaches the location, time, and date specified in the solicitation. Proposals received after the time and date, and at any other location than specified, will not be accepted and will be returned unopened to the Vendor. Irrespective of the method of delivery chosen by the Vendor, the County will bear no responsibility for Vendor's failure to successfully deliver proposals to the County in accordance with the solicitation. Vendors may withdraw proposals at any time prior to proposal opening, provided the person within the Vendor's organization who submitted the proposal provides a written request, which will be confirmed verbally by the Division.

(5) **Proposal Opening.** Proposals will be opened in accordance with Section 255.0525(2), Florida Statutes, as may be amended.

(6) **Proposal Review and Evaluation.** Proposals will be reviewed initially by the Division for Responsiveness and Responsibility. The Evaluation Committee will independently evaluate proposals fairly and equally based on the criteria set forth in the solicitation and Section 287.055, Florida Statutes, as may be amended. Only the criteria set forth in the solicitation and Section 287.055, Florida Statutes, as may be amended, may be used to evaluate the proposals. In the sole discretion of the County, the County may elect to have Vendors serve as consultants in an advisory or subject matter expert capacity, but not as an evaluator.

(A) The Evaluation Committee will evaluate statements of qualifications and performance data submitted and must conduct discussions with, and may require public presentations by, no fewer than three (3) Design-Build Firms, in accordance with Section 287.055(4)(a), Florida Statutes, as may be amended. If there are fewer than three (3) Design-Build Firms that respond to the solicitation, the Division must perform due diligence and determine that every effort was made to meet the requirements set forth in Section 287.055(4), Florida Statutes, as may be amended. Once a determination has been made that such due diligence was performed, the County will proceed with evaluation of the proposals.

(B) If at least three (3) Design-Build Firms have submitted proposals or after performing due diligence when fewer than three (3) Design-Build Firms respond to the solicitation, the Evaluation Committee must select in order of preference no fewer than three (3) Design-Build Firms deemed to be the most highly qualified to perform the required services, in accordance with Section 287.055(4)(b), Florida Statutes, as may be amended. Thereafter, the Division must provide such order of preference to the Board for authorization to negotiate a contract.

(7) **Competitive Negotiation and Award.** Once Board authorization has been provided, the Division must negotiate a contract with the most qualified Design-Build Firm at compensation which the Division determines is fair, competitive, and



reasonable, in accordance with Section 287.055(5), Florida Statutes, as may be amended.

(8) **Stipend to Unsuccessful Shortlisted Design-Build Firms.** The County may, in its sole discretion, offer a stipend to unsuccessful shortlisted Design-Build Firms. The determination of whether a stipend will be offered must be made by the County prior to public notice of the solicitation and will be based upon the User Department's analysis of the estimated proposal development costs and the anticipated degree of engineering design required during the procurement process. The stipend must be conditioned upon the effect that if an unsuccessful shortlisted Design-Build Firm accepts the stipend, the County acquires ownership of the design work prepared for the submittal and the County may use the design work in County's sole discretion.

3.579 PURCHASING CARD (P-CARD) PROGRAM.

(1) **Generally.** The County P-Card Program is designed to improve efficiency in processing low dollar procurements from any Vendor that accepts a credit card.

(2) **P-Card Form.** Upon the completion of a Purchasing Card Request Form ("PCRF") by the User Department and submittal of the PCRF to the Division, the Division will submit the request for the issuance of a P-Card in the name of the County employee. Each cardholder's spending limit is specified on the PCRF completed by the User Department and approved by the User Department director. In the case of User Department directors, the PCRF must be approved by the County Manager or Designee. User Departments may specify more restrictive requirements for use of the P-Card on the PCRF than specified in this "Purchasing Card (P-Card) Program" Section. User Departments must submit a revised PCRF to the Division in the event of any changes (e.g., request for closure of the P-Card, changes to spend limits, departmental transfers, or temporary pauses of the P-Card due to extended absences) to the original PCRF submitted.

(3) **Lost or Stolen P-Cards.** In the event a cardholder's P-Card is lost or stolen, the cardholder must immediately notify the issuing bank, the Delegate, if any, and the Division.

(4) **P-Card Deactivation.** Upon written notification to the Division, the Division will be responsible for promptly deactivating cardholders who separate from the County, whether by resignation or otherwise.

(5) **Cardholders or Delegates.** A cardholder or Delegate in the P-Card Program is tasked with responsibilities that include, but are not limited to:

- (A) checking budget availability to support purchases;
- (B) coding and Allocating P-Card charges to the User Department at the end of each billing cycle;
- (C) signing the coded transaction report and verifying with cardholder's financial staff for accuracy;



(D) forwarding the coded transaction report to the Clerk of the Circuit Court and Comptroller's Office; and

(E) serving as the liaison between the Clerk of the Circuit Court and Comptroller's Office and the cardholder's department in reconciliation of transactions, invoices, fraud, and disputes.

(6) ***P-Card Training and P-Card Agreement.*** After submittal of the PCRFB to the Division but prior to receipt of the P-Card, the County employee must attend initial training provided by the Division. After initial training is completed, all cardholders must sign a P-Card Agreement, signifying agreement to the terms and conditions specified in this Purchasing Policy. Thereafter, all cardholders and Delegates must attend annual training within thirty (30) days of notification from the Division. Failure to timely complete the annual training will result in loss of P-Card privileges.

(7) ***Cardholder Spending Limits.***

(A) ***Maximum Credit Limit.*** The County's maximum credit limit on a P-Card is set to TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00). User Departments seeking a credit limit exceeding this amount must provide the Division a memorandum from the County Manager specifying the name of the individual approved to exceed the maximum credit limit and the amount approved for an increase.

(B) ***Single Item Purchase Limit.*** The single item purchase limit for goods is set to ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00). The single item purchase limit may not be exceeded without the written approval of the Division.

(C) ***Total Amount Per Transaction Purchase Limit.*** The total amount per transaction purchase limit is set to FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00).

(D) ***Maximum Daily Transactions.*** The maximum daily (twenty-four (24) hour period) number of transactions is set to ten (10) and may not be exceeded without the written approval of the Division.

(8) ***P-Card Limitations.***

(A) ***P-Card Use.*** The P-Card may be used for authorized County purchases set forth in this Purchasing Policy, including Direct Pay Items. The P-Card may only be used by the person whose name appears on the P-Card. P-Card cardholders are encouraged to use merchants who do not charge convenience fees. If no merchants are found who do not charge convenience fees, the convenience fees must not exceed five percent (5%) of the purchase. If convenience fees are expected to exceed five percent (5%), the purchase must be made by means other than through the use of a P-Card, as authorized by the Purchasing Ordinance and Purchasing Policy or through an approval in writing by the P-Card Administrator or Designee to proceed with the purchase. The Community Services Department may pay fees associated with the Shelter Plus Care and Rapid Re-Housing programs.



(B) **Prohibited Uses.** Cardholders may not:

- (i) allow anyone other than the cardholder to use the P-Card;
- (ii) copy or share the P-Card or the P-Card information in any form;
- (iii) split purchases into multiple transactions or use multiple P-Cards to avoid compliance with this Purchasing Policy;
- (iv) backorder or pre-pay for purchases; and
- (v) conduct P-Card transactions that result in automatic renewal charges unless authorized in advance by the Division in writing.

(C) **Prohibited Purchases.** The P-Card may not be used to make the following purchases:

- (i) gasoline, fuel, and oil for County or personal vehicles;
- (ii) telephone, cell phone, and utility services;
- (iii) gas-powered tools maintained by Fleet Services or gas-powered tools in an amount over FIVE HUNDRED AND NO/100 DOLLARS (\$500.00);
- (iv) payments on invoices older than forty-five (45) days, except as approved by the P-Card Administrator;
- (v) food purchases, except as approved by the County Manager;
- (vi) alcoholic beverages and tobacco products;
- (vii) entertainment expenses;
- (viii) clothing and apparel, except as approved by the County Manager;
- (ix) gift cards, except as approved by the County Manager;
- (x) taxes;
- (xi) rental or lease of buildings or land, except with the use of a Centralized P-Card;
- (xii) computer equipment, including software, personal computers, tablets, laptops, cell phones, printers, network equipment, or any computer equipment that is inserted into a computer, such as memory or disk drives over TWO HUNDRED AND NO/100 DOLLARS (\$200.00), except by the Information Technology Department.



(D) **Limited Use.** Procurements for goods and services pursuant to County-approved contracts, including piggyback contracts, requires due diligence by the User Department to obtain contract pricing prior to the use of a P-Card.

(9) **Emergency P-Cards.** The Division has four (4) P-Cards designated as “Emergency Purchasing Cards” for use during declared emergencies by governmental entities, which affect the County. Emergency Purchasing Cards may be used by the Division or County employees designated by the County’s Chief Financial Officer. County employees designated by the County’s Chief Financial Officer to use Emergency Purchasing Cards must have completed initial P-Card training and the most recent annual P-Card training. Emergency Purchasing Cards may be used without limitation; however, purchases must be made in accordance with this Purchasing Policy to the extent practicable.

(A) Among the Division’s four (4) Emergency Purchasing Cards, the County’s Fire Department has two (2) Emergency Purchasing Cards for use during declared emergencies where Seminole County has been requested to assist. When County Fire Department employees are deployed, the Fire Chief or Delegate must notify the Division of the name and contact information, including current cell phone number, of those holding the Emergency Purchasing Cards.

(10) **Centralized P-Card.**

(A) The Division is responsible for the use of the Centralized P-Card on behalf of User Departments. The Centralized P-Card has a transaction and spend limit in the amount of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00); however, transactions must be made in accordance with this Purchasing Policy to the extent practicable. Transactions that may be completed with the Centralized P-Cards are generally those that are reoccurring expenses.

(B) In the event, the User Department requests payment using the Centralized P-Card, the Division may require the User Department to enter a requisition in the financial system for processing, notating the requested use of the Centralized P-Card.

(11) **P-Card Travel Privileges.**

(A) **Generally.** Cardholder must submit to the Division an approved Travel Authorization Request Form (“Travel Form”), at least five (5) Business Days prior to the travel. Travel-related charges will be allowed for County-authorized travel for the dates specified on the Travel Form.

(B) **Requirements.**

(i) Travel expenses must be in accordance with the “Travel” Section (3.50) of the Seminole County Administrative Code, as may be amended.

(ii) Cardholders must include the completed Travel Form with each Allocation.



(C) **Exception.** The County's Tourism Division is not subject to this "P-Card Travel Privileges" Section.

(12) **P-Card Transaction Documentation.** All cardholders must obtain detailed documentation for each transaction and must Allocate transactions no later than 5:00 p.m. Sanford, Florida time on the 25th day of each month by reconciling the transactions appearing on the monthly coded transaction report. The reconciliation includes reviewing all information on the monthly coded transaction report, verifying charges, credits, outstanding disputes, refunds, and confirming appropriate account lines are used. In the case of the County's Fire Department for the use of Emergency Purchasing Cards specifically, the Delegate is responsible for the aforementioned. P-Card transaction documentation must be retained in accordance with the Florida Department of State, Division of Library and Information Services retention schedule requirements, including item #435 titled, "Financial Transaction Records: Detail," as may be amended.

(13) **P-Card Program Internal Controls.** The Clerk of the Circuit Court and Comptroller's Office is responsible for:

(A) reviewing each coded transaction report and supporting documentation to ensure compliance with County-established policies;

(B) contacting the Delegate or the cardholders to resolve any discrepancies found within the documentation and may escalate issues to the Division; and

(C) notifying the Division of all missing signatures, discrepancies, late coded transaction reports, receipts, or suspicious purchases for the Division to investigate and take the appropriate action in accordance with this Purchasing Policy.

(14) **Disciplinary Actions.**

(A) A cardholder is in violation of this Purchasing Policy when one makes improper or unauthorized uses of the P-Card, including when one makes uses of the P-Card without strict adherence to the P-Card Program. In the event this occurs, the cardholder, Delegate, or anyone with knowledge of the violation must immediately report such violation to the Division. The Division is authorized to take the following actions as it pertains to P-Card privileges:

(i) First Offense – suspension of cardholder privileges for a minimum of seven (7) calendar days and written notification to immediate supervisor.

(ii) Second Offense – suspension of cardholder privileges for a minimum of thirty (30) calendar days and written notification given to immediate supervisor and User Department director.

(iii) Third Offense – immediate cancellation of P-Card and written notification to cardholder, immediate supervisor, User Department director, and the County's Human Resource Department.



(B) The County may, in addition to or in lieu of the Division's actions, take additional disciplinary actions against the cardholder, including suspension without pay; termination of employment; requiring the cardholder to reimburse the County for the total amount of improper charges through payroll deduction or direct payment; or pursuing civil or criminal charges.

3.580 APPROVAL AUTHORITY.

(1) **Purchases \$100,000.00 or Less.** The Purchasing Manager or Designee is authorized to award and execute documents for purchases ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) or less.

(2) **Purchases between \$100,000.01 and \$250,000.00.** The County Manager or Designee is authorized to award and execute documents for purchases between ONE HUNDRED THOUSAND DOLLARS AND 01/100 (\$100,000.01) and TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00).

(3) **Purchases \$250,000.01 and Over.** The Board is authorized to award purchases TWO HUNDRED FIFTY THOUSAND AND 01/100 DOLLARS (\$250,000.01) and over.

(A) **Professional Service Contracts.** The Board is authorized to award master service contracts for Professional Services based on an estimated usage.

(4) **Construction Purchases \$500,000.00 or Less.** The Purchasing Manager or Designee is authorized to award and execute construction contracts, including related documents, provided the amount does not exceed FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00), and provided the award is to the lowest, Responsive, Responsible Vendor. The Board is authorized to award construction contracts exceeding FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) or if the award is to a Vendor other than the lowest, Responsive, Responsible Vendor.

(5) **Revenue Generating Contracts.** All revenue generating contracts must be awarded by the Board unless such authority to award is otherwise delegated to the Division.

(6) **Parks and Recreation and Community Services.** The Board desires to exempt certain services from the Purchasing Policy for the Parks and Recreation Department and the Community Services Department. All other services must be procured in accordance with the Purchasing Ordinance and this Purchasing Policy. See Seminole County Administrative Code Section 12.10 titled, "Community Services Approval Authority," for Community Services, and Section 28.45 titled, "Parks and Recreation Approval Authority" for Parks and Recreation.

(7) Renewal Term Options.

(A) The Purchasing Manager or Designee is authorized to exercise renewal term options, in accordance with the terms and conditions of the original contract, as may be amended, provided:



(i) the Division notifies the User Department, and the User Department confirms the need to continue services and confirms the budget is available to exercise the renewal option;

(ii) requests for increases in costs are within the Board-approved budget, and are reasonable, as determined by research conducted by the Division; and

(iii) the Vendor's past performance is satisfactory.

(B) If there are exigent circumstances, the Purchasing Manager or Designee may request an amendment from the CAO to revise the term and grant an additional six (6) month extension beyond the renewal term. Any extensions beyond six (6) months must be approved by the Board.

(8) **Work Orders.** The Purchasing Manager or Designee is authorized to execute Work Orders, provided the Work Orders are within the Board-approved budget.

(9) **Construction Change Orders.** The Purchasing Manager or Designee is authorized to execute all change orders, provided the change does not exceed a five percent (5%) increase over the Board-approved contract value for construction contracts, unless approved otherwise by the Board. Board-approved contracts may include deductive change orders based on the County's STR procedures and may include budgeted contingency. In either case, the Board-approved contract value remains unchanged for purposes of calculating the five percent (5%) increase specified in this "Construction Change Orders" Section. Change orders for amounts greater than those specified in this "Construction Change Orders" Section may be approved by the County Manager or Designee, but must be promptly ratified by the Board.

(10) **Amendments.** User Departments may submit requests to the Division for amendments for modifications to a contract, which may include minor changes to the scope of work, completion time, and compensation.

(A) The Purchasing Manager or Designee is authorized to execute amendments for Vendor name changes and assignments.

(B) For non-construction contracts, the Purchasing Manager or Designee is authorized to execute amendments for increases in contract pricing within the Board-approved budget amount for the User Department.

(C) Amendments revising contractual terms that increase liability exposure, or amendments for mergers, acquisitions, or the like, must be approved by the Board in advance of execution.

(11) **Delegation of Authority to Execute.** The Board and County Manager or Designee's authorization for award or approval includes a delegation of authority for the Purchasing Manager or Designee to execute the awarded or approved documents.

(12) **Settlement of Contract Claims.** The Purchasing Manager, with the concurrence of the County Manager, is authorized to settle contract claims, provided the



contract value and settlement amount is ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) or less. The Board must approve settlement of contract claims if the contract value and settlement amount exceeds ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00).

3.581 PIGGYBACK PURCHASES.

(1) **Generally.** The Division is authorized to piggyback other governmental agency contracts. The User Department must enter a requisition referencing the contract number and attaching applicable supporting documentation, as required by the Division.

(2) **Review Process.** The Purchasing Manager or Designee is responsible for ensuring the piggyback will meet the County's needs and the purchase is within the parameters of the competitively awarded contract to the lowest priced Vendor. The Purchasing Manager or Designee will review the following information: a copy of the government agency solicitation, bid tabulation, executed contract, and amendments, if any, Vendor's written confirmation that the goods or services offered are under the same pricing, terms, and conditions as the competitively awarded contract, and an acceptable certificate of insurance is provided to the County. The Division will issue and execute a Purchase Order or a Blanket Purchase Order to authorize the procurement. Blanket Purchase Orders may not be issued for a single item exceeding FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00).

3.582 COOPERATIVE PURCHASES. The Division is authorized to make Cooperative Purchases if determined by the Division to be in the best interest of the County. If the Division is the lead agency in a Cooperative Purchase, the Division must follow the Purchasing Policy for the procurement.

3.583 NON-COMPETITIVE PURCHASES.

(1) **Emergency Purchases.** The County Manager, the Purchasing Manager, or Designees of the aforementioned, are authorized to make emergency purchases of goods and services in the event of disruption of essential operations, or when there exists a threat to public health, safety, or welfare, or when the protection or preservation of public property would not be possible through a competitive procurement, provided that the emergency purchase is made with competition to the extent practicable under the circumstances. Failure to plan for normal needs or project deadlines, or an attempt to expend remaining budgeted funds prior to fiscal year-end, do not constitute emergency purchases.

(A) If the emergency purchase is made during a Business Day, the Division must be notified in writing as soon as practicable. If the emergency purchase is outside of a Business Day, the User Department director may authorize the purchase. Irrespective of when an emergency purchase is made, an Emergency Purchase Approval Form must be completed no later than the next Business Day thereafter and submitted to the Purchasing Manager or Designee. In addition, the respective County staff specified in the "Approval Authority" Section of this Purchasing Policy must be

notified no later than the next Business Day based on the dollar value of the emergency purchase.

(2) **Single Source or Sole Source.** Prior to a Single Source or Sole Source request, User Department staff must complete the Single Source or Sole Source Justification Form (“SS Form”) and must submit the SS Form to the Division for evaluation. The Division will attempt to seek competition. If no competition exists, a Single Source or Sole Source purchase may be made after contract negotiations in accordance with the “Approval Authority” and “Contract Negotiations” Sections specified in this Purchasing Policy.

(3) **Direct Pay.** Pursuant to the authority provided in the Purchasing Ordinance, Direct Pay purchases do not require a Purchase Order and as such, User Departments must forward payment requests for Direct Pay purchases to the Clerk of the Circuit Court and Comptroller’s Office.

(4) **Certain Fleet Repairs.** The Fleet Manager or Designee may authorize disassembly of fleet equipment to determine the extent of repairs and for an accurate cost estimate. In these situations, competition is not required, because the fleet equipment would require reassembly and subsequent disassembly by another Vendor to determine an accurate cost estimate resulting in additional costs that could be avoided. If the Fleet Manager or Designee authorizes the disassembly, the Division will determine whether payment will be made by Purchase Order or P-Card. Repairs equal to or greater than the Mandatory Bid Limit will require written approval from the User Department Director.

(5) **Certain Heavy Equipment Repairs.** The Solid Waste Manager or Designee may authorize disassembly of heavy equipment to determine the extent of repairs and for an accurate cost estimate. In these situations, competition may not be required, because the heavy equipment would require reassembly and subsequent disassembly by another Vendor to determine an accurate cost estimate resulting in additional costs that could be avoided. If the cost estimate exceeds TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), before the Solid Waste Manager or Designee authorizes the repairs, the estimate should be reviewed with the Division to determine if competition is necessary and how the payment will be made, either by Purchase Order or P-Card. Repairs equal to or greater than the Mandatory Bid Limit will require written approval from the User Department Director.

3.584 – 3.599 RESERVED.

III. CONTRACT ADMINISTRATION.

3.600 CONTRACT COMPLIANCE.

(1) **User Department Areas of Responsibility.**

(A) **Oversight.** After award and execution of a contract authorized by the Purchasing Ordinance and this Purchasing Policy, User Department staff is responsible for ensuring the Vendor and the County complies with all terms and



conditions of the contract, the Purchasing Ordinance, and this Purchasing Policy, including compliance with deliverables, milestones, and reviewing invoices.

(i) **Receipt of Goods.** User Department staff is responsible for inspecting and accepting or rejecting the goods received. Upon receipt, User Department staff must inspect goods immediately for damages, shortages, overages, and unauthorized substitutions. If an inspection results in the foregoing, User Department staff should contact the Vendor immediately to address the issue(s). The payment process should not be completed until the discrepancy is resolved and the County is in possession of the goods as purchased.

(ii) **Invoices.** Upon confirmation of goods received or services rendered, as contracted, the User Department must sign, date, and approve the invoice by including "FINAL INVOICE" on the payment document, subject to confirmation liquidated damages have been paid, if any, and forwarding the packing slip, if any, to the Clerk of the Circuit Court and Comptroller's Office for processing of payment.

(B) **Performance Evaluations.** User Departments are strongly encouraged to periodically complete written evaluations to document performance for all contracts. Performance evaluations will be used, in part, to determine whether it is in the best interest of the County to enter into renewal terms and award of future contracts.

3.601 CONSTRUCTION FINAL PAYMENT. A construction contract is ready for final payment when all contractual obligations have been satisfied and all disputes, if any, have been settled. Once a construction contract is ready for final payment, the County's Project Manager must complete all documents necessary, including: (i) Contractor's Waiver of Lien – Final and Complete; (ii) Consent of Surety to Final Payment; (iii) Certificate of Substantial Completion; (iv) Certificate of Final Inspection and Completion; (v) Contractor's Release; (vi) Material and Workmanship Bond (if required in the solicitation); and (vii) Subcontractor's Waiver and Release of Lien upon Final Payment. These final payment documents must be routed by the User Department through the Division for appropriate signatures and then sent to the Clerk of the Circuit Court and Comptroller's Office. Thereafter, the User Department may approve payment by including "FINAL INVOICE" on the payment document and requesting the Clerk of the Circuit Court and Comptroller's Office authorize final payment, subject to confirmation liquidated damages have been paid, if any, and release of retainage, if any. The County will make payment to Vendors in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, as may be amended.

3.602 TERMINATION OF CONTRACTS. The Purchasing Manager or the County Manager may terminate contracts within their respective approval authority monetary limits specified in this Purchasing Policy. Termination of contracts beyond the approval authority monetary limits of the Purchasing Manager and the County Manager must be approved by the Board. In cases of emergency, the Purchasing Manager or the County Manager may terminate any contract when determined to be in the best interest of the County. In such case, the termination must be ratified by the County Manager or the Board, as applicable.



AUTHORITY.

Resolution 2002-R-47 adopted March 26, 2002
Resolution 2006-R-182 adopted August 8, 2006
Resolution 2007-R-42 adopted March 13, 2007
Resolution 2007-R-70 adopted April 10, 2007
Resolution 2007-R-125 adopted July 24, 2007
Resolution 2010-R-158 adopted July 27, 2010
Resolution 2011-R-167 adopted September 13, 2011
Resolution 2011-R-216 adopted December 13, 2011
Resolution 2012-R-9 adopted January 10, 2012
Resolution 2012-R-107 adopted June 12, 2012
Resolution 2012-R-176 adopted September 25, 2012
Resolution 2013-R-61 adopted February 12, 2013
Resolution 2014-R-177 adopted September 9, 2014
Resolution 2015-R-51 adopted March 10, 2015
Resolution 2015-R-212 adopted December 8, 2015
Resolution 2016-R-164 adopted October 11, 2016
Resolution 2018-R-70 adopted May 22, 2018
Resolution 2019-R-144 adopted August 27, 2019
Resolution 2020-R-138 adopted November 10, 2020
Resolution 2021-R-82 adopted June 8, 2021
Resolution 2024-R-92 adopted August 27, 2024