



2019

Procurement Administrative Standards & Procedures Manual

*Manatee County, Florida
Board of County Commissioners
Administrative Procedures Manual*

*Written Standards and Procedures
Approved by the County Administrator
Pursuant to §2-26-43 of the
Manatee County Code of Laws
Issued May 1, 2019*

PREFACE:

This Procurement Administrative Standards and Procedures Manual (Manual) provides general guidance to the Procurement Division (Procurement) staff responsible for procuring goods and services, ensures that Manatee County Government (County) is receiving the best value for each dollar spent, and encourages best procurement practices.

This Manual is designed to establish standards and procedures for the procurement of goods and services as called for by Chapter 2-26 of the Manatee County Code of Ordinances. This Manual will continually be updated based on modifications to County Ordinances, actions by the Procurement Official, County Administrator, and/or the County's Board of Commissioners (Board), revisions to existing procedures and processes, and changes resulting from new or innovative practices. Additional information regarding the Procurement Division can be accessed from the County's intranet webpage and the Procurement webpage on the County website and are great resources for Procurement staff, departments, and suppliers.

Procurement shall utilize this Manual in conjunction with Manatee County Code of Ordinances, as a framework for carrying out its responsibilities, as a basis for achieving uniformity and efficiency in the transaction of business, and as a systematic means for training staff in the methods and practices of the County.

ORIGINATOR, TITLE, AND DEPARTMENT NAME:

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AUTHORIZATION:

Cheri Coryea, Acting County Administrator

HISTORY:

This Procurement Administrative Standards & Procedures Manual replaces the Procurement Administrative Standards & Procedures Manual issued in September 2009 (last revised on March 29, 2017) in its entirety.

RELATED POLICY:

Manatee County Code of Ordinances, Chapter 2-26; Chapters 119, 255, 286, and 287, Florida Statutes; Code of Federal Regulations (CFR) Part 200.

DATE ISSUED

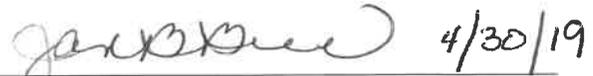
SUNSET DATE:

Issue Date: May 1, 2019

Sunset Date: April 30, 2024

 4/15/2019

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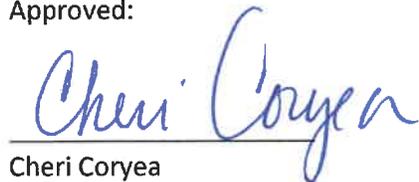
 4/30/19

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EFFECTIVE DATE:

This Procurement Administrative Standards & Procedures Manual shall take effect on May 1, 2019.

Approved:



Cheri Coryea
Acting County Administrator
Manatee County Government

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Procedure No.:
501.01

Title:
Purpose and Objectives

(Issued 5/1/2019)

I. MISSION, VISION, CORE VALUES

- A. Procurement Mission - The mission of Procurement is to procure goods and services through transparent and efficient strategies, with the goal of making Manatee County a premier place in which to live, work and play.
- B. Procurement Vision - To attain the highest level of recognition in public procurement for process improvement, innovative approaches to sourcing and excellence in customer service.
- C. Procurement Core Values
- **RELIABILITY** - we can be counted on to deliver on our commitments and promises (accountability).
 - **TEAM WORK** - we will work collaboratively with our customers to get the job done (civility).
 - **INTEGRITY** - we will strive to earn the trust of our customers by conducting business in a fair and open manner (ethics).
 - **CUSTOMER SERVICE** - we will be proactive in identifying and meeting our customer's needs.
 - **EFFICIENCY** - we will incorporate effective and efficient processes to improve our level of service.
 - **INNOVATION** - we will embrace innovative thinking in all that we do.

II. PURPOSE

The purpose of this Administrative Standards and Procedures Manual (Manual) is to facilitate practices 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. The Procurement Division (Procurement) staff is responsible for ensuring full and open competition and equitable treatment of all potential suppliers in the procurement process. Additionally, the staff is responsible for the planning, solicitation, award, administration and documentation of all County procurement related agreements, contracts, purchase orders and credit card transactions.

III. OBJECTIVE

Specifically, the objective of this Manual is to:

- A. Maintain a centralized repository of standards and procedures to be used in performing all procurement activities.
- B. Provide procedural guidelines to assist Procurement staff in obtaining the highest degree of proficiency, consistency, and efficiency in all areas of their assigned responsibilities.

- C. Define reasonable and measurable performance standards for conducting Procurement business.
- D. Provide general orientation and procedural guidelines for Procurement staff that support the County's mission and vision statements.
- E. Provide a mechanism for clear communication regarding Procurement practices, processes, and responsibilities to suppliers, internal department customers, and other key stakeholders.
- F. Provide internal department customers with an understanding of their procurement responsibilities, objectives, limitations, and duties within the framework of the County's procurement policies and procedures.
- G. Establish the basis by which all procurement decisions and activities can be evaluated.

IV. AUTHORITY

Per Chapter 2-26, Manatee County Procurement Ordinance, the Procurement Official has the initial primary authority for oversight, interpretation and application of the Manatee County Code of Laws (Code), is responsible for the procurement of goods, services, and construction in accordance with the Code, and along with the County Administrator, exercise such other duties and authority to award and execute contracts as the Board may delegate from time to time.

The solicitation and contracting authority provided herein requires compliance with each requirement of this Administrative Standards & Procedures Manual in accordance with the Code, Section 2-26, and any applicable provisions of State of Florida (State) or federal law. These procedures do not apply to the exceptions provided in the Code, Section 2-26-3, titled "Exclusions from this chapter."

V. RULES FOR PROCUREMENT

The "Rules" governing County procurements and processes require that the County shall:

- A. Seek competition to the maximum practical degree, taking into account the size of the anticipated procurement, the term of the resulting contract and the likely extent of competition.
- B. Conduct all procurements in an open, fair, and impartial manner and avoiding any impropriety or the appearance of any impropriety.
- C. Make procurement rules clear in advance of any competition.
- D. Provide access to the County's business to all qualified suppliers and contractors, with no potential bidder or offeror excluded arbitrarily or capriciously, while allowing the flexibility to engage in cooperative procurements and to meet the needs of the County.
- E. Ensure that specifications for purchases are fairly drawn so as not to favor unduly a particular supplier or contractor.
- F. Provide for public access to procurement documents as required by Florida Statute and the Public Records Act.
- G. Provide for the free exchange of information between the County, suppliers and contractors concerning the goods or services sought and offered while preserving the confidentiality of proprietary information as defined under Florida Statute.

VI. RESPONSIBILITY

The responsibilities of the Procurement Division are:

- A. To maintain a centralized procurement function in support of the County’s goals.
- B. To obtain the best value for the County by reducing costs, improving quality, and satisfying time constraints.
- C. To maximize the use of technology, to improve processes and provide current and accurate data for decision making.
- D. To serve as a resource for internal department customers for relevant, decision-making information as it relates to the goods and services they utilize.
- E. To maintain accurate records and controls.
- F. To seek out, develop, and maintain effective supplier relationships and create a positive environment for conducting business.
- G. To work collaboratively with internal department customers to maximize resources.
- H. To operate in a manner that reflects fair and open practices.
- I. To comply with all policies, procedures, and Statutes (laws, rules, regulations, Code of Ordinances) that govern the procurement of goods and services.

VII. PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be a public record to the extent in Chapter 119, Florida Statutes, (Public Records Act) and shall be available to the public as provided therein.

VIII. NON-DISCRIMINATION

Suppliers and contractors for the County are required to comply with County Procurement Code 2-26 regarding discrimination in employment; as well as all Federal, State and local laws. Pursuant to the Code, suppliers and contractors shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability, age or sexual orientation, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color, sex, creed, national origin, disability, age, or sexual orientation. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of any agreement.

END OF 501.01

Procedure No.:
501.02

Title:
Organization

(Issued 5/1/2019)

I. AUTHORITY

In addition to the rights and authorizations provided for in the County Code of Ordinances afforded to the County Administrator and the Procurement Official, the following authorities are hereby delegated.

A. Procurement Official

To perform strategic and budgetary planning, development of the procurement organization, and coordination of procurement activities. To assign work to staff and manage staff workload, oversee all Procurement staff and their work, to approve source selections, to ensure compliance with all applicable laws, ordinances and procedures, recommend policy changes to the governing board, and to sign contracts and purchase orders on behalf of the County. As delegated by the County Administrator, the Procurement Official is authorized to sign contracts and purchase orders on behalf of the County for purchases up to Five Hundred Thousand Dollars (\$500,000).

B. Procurement Manager

To assign work to staff and manage staff workload, oversee assigned staff and their work, conduct solicitations on behalf of the County, approve source selections, to make purchases, and to sign contracts and purchase orders on behalf of the County for purchases up to Two Hundred Fifty Thousand Dollars (\$250,000). The Procurement Manager may act on behalf of the Procurement Official in their absence.

C. Team Leader

To assign work to staff and manage staff workload, oversee assigned staff and their work, conduct solicitations on behalf of the County, approve source selections, to make purchases, and to sign contracts and purchase orders on behalf of the County for purchases up to One Hundred Fifty Thousand Dollars (\$150,000). May act on the behalf of the Procurement Official in their absence.

D. Procurement Agent/Sr. Procurement Agent

To conduct solicitations on behalf of the County, oversee the solicitation process, recommend and document source selections and to make purchases/sign purchase orders on behalf of the County for purchases up to One Hundred Thousand Dollars (\$100,000).

E. Buyer/Sr. Buyer

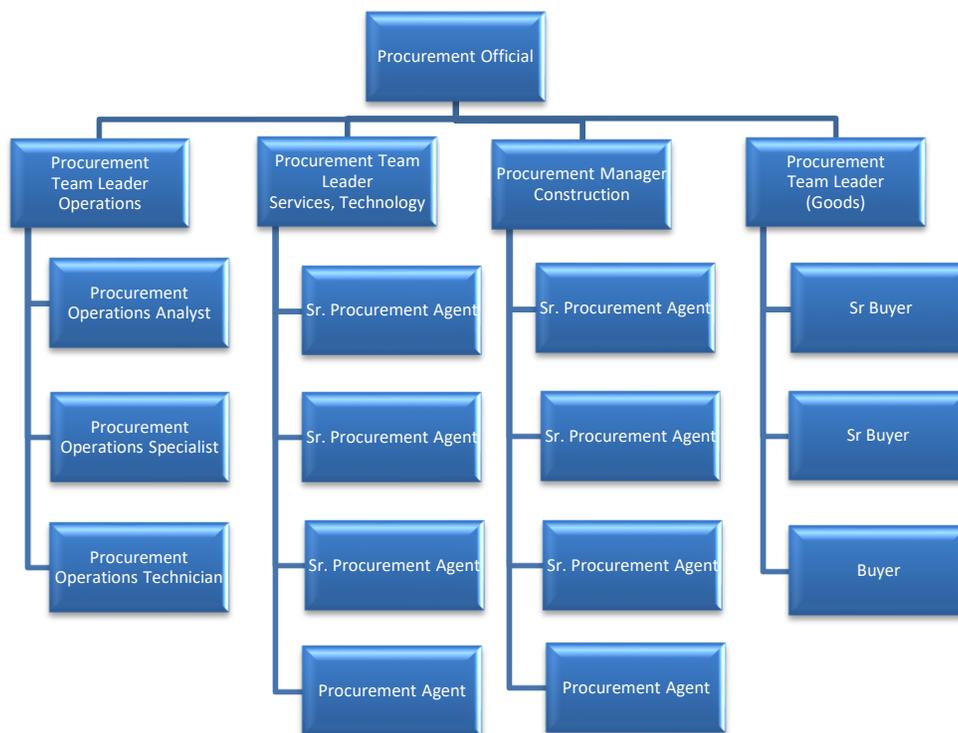
To conduct solicitations on behalf of the County, oversee the solicitation process, recommend and document source selection, and to make purchases/sign purchase orders on behalf of the County for purchases up to Fifty Thousand Dollars (\$50,000).

F. Department Representatives

As approved by the department head, department representatives are authorized to make purchases up to Two-Thousand Five Hundred Dollars (\$2,500) subject to certain restrictions.

II. Organizational Structure

The Procurement Division organization structure includes administrative and procurement functions.



III. RESPONSIBILITIES

A. Operations

This function provides administrative and clerical support to the Procurement Division which consists of the following activities:

1. Operational support.
2. Strategic planning.
3. Purchasing card program.
4. Records management and reporting.
5. Online supplier registration and database maintenance.
6. Standards/best practices analytics.

B. Procurement Professional Staff

Procurement projects are assigned to the procurement professional staff that includes buyers, procurement agents, team leaders and managers of Procurement. The Procurement function entails the following activities:

1. Development and approval of purchase orders.
2. Direct purchasing of goods and services.
3. Solicitation project planning and scheduling.
4. Market research and analysis.
5. Development and issuance of solicitations.
6. Conducting due diligence.
7. Facilitating the evaluation of proposals and solicitation responses.
8. Contract negotiations.
9. Execution and issuance of all required POs and contractual documentation.
10. Standards/best practices analytics.

END OF 501.02

Procedure No.:
501.03

Title:
Ethics

(Issued 5/1/2019)

I. COUNTY CODE OF ETHICS

A Code of Ethics has been established to protect the integrity of the County by providing a guide for proper conduct of County employees, including discipline for violations, and establishing a program for compliance with the Federal Sentencing Guidelines for Organizations and Florida's Whistle-blower's Act.

The ethical responsibilities of County employees and agents of the County having official responsibility for a procurement transaction are set out in the Section 112.313, Florida Statutes. Furthermore, employees of the Procurement Division are held to the Code of Ethics and standards, which are based on the NIGP; *The Institute for Public Procurement*, Code of Ethics and Guidelines (see www.nigp.org) as follows:

II. PROCUREMENT CODE OF ETHICS

- A. Only seek or accept a position when confident of possessing the qualifications to serve to the advantage of the County.
- B. Believe in the dignity and worth of the service rendered by the County, and the societal responsibilities assumed as an employee and a trusted public servant.
- C. 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.
- D. Believe that personal aggrandizement (gain) or profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- E. Identify and restrict participation of any individual in operational situations where a conflict of interest may be involved.
- F. At no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence procurement decisions.
- G. Keep the County informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.
- H. Handle all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.
- I. Do not seek or dispense personal favors. Handle each administrative problem objectively and empathetically, without discrimination.
- J. Subscribe to and support the professional aims and objectives of NIGP; *The Institute for Public Procurement* (NIGP).

III. CONFLICT OF INTEREST

The County has strict policies on conflicts of interest. No employee shall work on any purchasing matter where that employee or his or her relative has a financial interest in the outcome of the selection of a supplier for that purchase.

As such, and in accordance with Florida Statute, no employee acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a County officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the County.

The Florida Commission on Ethics maintains a Code of Ethics for Public Officers and employees which addresses solicitation and acceptance of gifts and conflicts which may arise between employees and businesses. This information is available in written form or on the Internet at <http://www.ethics.state.fl.us>. In accordance with Florida Statute, no County officer, employee of the County, or County attorney, or their spouse or minor child shall, at any time, accept compensation, payment, or thing of value when such public officer, employee, or attorney knows, or with the exercise of reasonable care should know, that it was given to influence a vote or other action in which the officer, employee or attorney was expected to participate in their official capacity.

A. Procurement shall:

1. Avoid any private or professional activity that would create a conflict of interest or the appearance of impropriety.
2. Avoid engaging in personal business with any supplier representative or similar person.
3. Avoid lending money to or borrowing money from any supplier.
4. Avoid any and all potential for nepotism.
5. Avoid any overlap of duties in the procurement process.
6. Safeguard the procurement process from political or outside influence.
7. Avoid seeking or accepting gifts, tickets, gift baskets, food, loans, favors, gift cards or other types of rewards or items of value from suppliers in connection with County purchases.
8. Report to the Procurement Official, County Administrator or County Attorney's Office any such gifts or other items of value offered. The gift or offer will be evaluated under the applicable ethics laws. In cases where it is determined that a gift or offer may not be accepted, employee must return the gift or decline the offer.
9. Annually file a financial disclosure form (Form 1) as required by Florida law.

IV. CORRUPTION

Procurement professionals who become aware of any corrupt activity have a duty to the profession and to the County to alert their senior management and/or elected officials. Public procurement shall not tolerate corruption in any form. Forms include, but are not limited to:

1. Bribery - the offering, promising, giving, authorizing or accepting of any undue financial or other advantage to, by or for any persons associated with the procurement process, or for anyone else in order to obtain or retain a business or other improper advantage.
2. Extortion or Solicitation - demanding of a bribe, whether or not coupled with a threat, if the demand is refused. Procurement professionals will oppose any attempt of extortion or solicitation.
3. Trading in Influence - the offering or solicitation of an undue advantage in order to exert an improper, real, or supposed influence.
4. Laundering - the proceeds of the corrupt practices mentioned above is the concealing or disguising the illegitimate origin, source, location, disposition, movement or ownership of property and/or money, knowing that such is the proceeds of crime.
5. Nepotism - the use of authority or influence to show favoritism to relatives or friends without merit.

V. VIOLATION OF ETHICAL STANDARDS

A. Sanctions

In addition to any sanctions provided for in the County's personnel policies or sections of the Code, any County employee who violates any statute, law or ordinance concerning ethical conduct in procurement may, when found by the County Administrator to have committed such violation, be required to forfeit all or any part of any accrued leave balances he/she may otherwise have as of the date the violation is confirmed. In determining whether such forfeiture shall be required, the County Administrator shall consider the nature and severity of the offense, the relative financial or legal harm to the county, the employee's prior disciplinary record and whether the employee was in a managerial or special trust position.

With respect to solicitations any supplier or contractor who violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Chapter 112, Florida Statute, Part II, Code of Ethics for Public Officers and Employees, such supplier or contractor will be disqualified from eligibility to perform the work and may also be disqualified from submitting any future bids or offers to supply goods or services to the County.

B. Notification

The Procurement Official will advise the County Administrator of misuse, inappropriate use, or purchasing activities that are inconsistent with the purpose and intent under the delegated authority provided in the Board's policies, the administrative standards and procedures in this manual, and any other requirements by entities having jurisdiction. The County Administrator may provide further instruction, limit or restrict any delegated authority, provide for the assignment of purchasing authority to other personnel, or take such other actions as may be authorized under the County's personnel policies.

C. Purview of Authority

As provided in Code, Section 2-26-21, it shall be a violation for any County officer, employee, or other person, to knowingly and willingly order the purchase of any goods, or make any contract for goods or services, sell, trade or dispose of material (outside of their purview of authority) in the name of or on behalf of the County, except as provided by policies of the Board. The County shall not be bound by any such purchase order or contract made and the liability, including any payment due, for the purchase or contract shall rest solely on the officer, employee or other person.

VI. COLLUSION

Suppliers and contractors are prohibited from submitting responses to solicitations in which a prior understanding, agreement, or connection with any other company, firm or person submitting a response for the same solicitation has been made.

Any such violation may result in contract cancellation, return of materials, or discontinuation of services from such supplier or contractor and the possible removal of the supplier or contractor from participation in future County solicitations for a specified period of time.

VII. LOBBYING LIMITATION

After the issuance of any solicitation, or during renegotiation of an existing contract, no prospective offerors or their agents, representatives or persons acting at the request of such offerors shall contact, communicate with, or discuss any matter relating to the solicitation or the renegotiation with any County officers, agents or employees other than the Procurement Official, unless otherwise provided for in the solicitation or otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications with the Procurement Official but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed agreement. This lobbying limitation ends upon execution of the final agreement or when the solicitation has been canceled or the renegotiation efforts of an agreement are terminated. Renegotiation will be deemed to have commenced upon vote of the Board directing renegotiation or written notice from the Procurement Official to the existing supplier or contractor instituting a renegotiation process. The Procurement Official shall implement procedures reasonably designed to notify prospective offerors of this prohibition.

A. Commissioners, Administration, and departmental staff shall:

1. Refrain from discussing any elements of a solicitation or renegotiation with suppliers or those representing the suppliers during the lobbying limitation period.
2. Direct all such inquiries to the Procurement Official.

B. Procurement Official shall:

Respond to any violations of the Lobbying Limitation as follows:

1. Send a written warning to the violator and/or firm notifying them of the County's policy regarding lobbying.
2. For any subsequent violation, take actions to remove the firm from consideration for award for the solicitation and/or suspension from submitting a response to a County solicitation for a specified period of time.

END OF 501.03

Procedure No.:
501.04

Title:
Procurement Cycle

(Issued 5/1/2019)

I. PROCUREMENT CYCLE

Purchases up to \$2,500 are delegated to the department director or designee. All purchase requests greater than \$2,500 unless excluded by Code or Procedure, are submitted to Procurement, who will be responsible for overseeing the procurement of such goods, services, technology, construction and capital improvements.

The Procurement Cycle includes the steps outlined below:

A. Department

1. Recognizes the need for goods, services, or construction.
2. Ensures adequate funds are appropriated.
3. Develops the specifications and/or scope of work.
4. Submits a requisition to Procurement for all requirements in excess of \$2,500.
5. Administers the agreement in accordance with the contractual requirements to include specifications/scope of work, terms and conditions, and pricing.
6. Administers the agreement in accordance with the County Contract Administration Procedure No. 501.14.
7. Determines when an asset is no longer of use or value and submits appropriate disposition requests.

B. Procurement

1. Reviews the specifications and/or scope of work for completeness and accuracy.
2. Determines the procurement method and develops the solicitation documents.
3. Solicits bids and proposals.
4. Provides public notice of meetings.
5. Receives the responses.
6. Conducts due diligence, facilitates the evaluation of responses and makes an award.
7. Issues a purchase order and/or an agreement.

END OF 501.04

Procedure No.:
501.05

Title:
Procurement Categories and Requirements

(Issued 5/1/2019)

I. PROCUREMENT CATEGORIES

A. Small Purchases

1. **Category One: purchases up to \$2,500.** Purchases up to \$2,500 are procured on the open market. Competition is not required, but is encouraged, and approval authority is delegated to the department director, or designee.
2. **Category One: purchases of \$2,500.01 up to \$5,000.** Purchases of \$2500.01 up to \$5,000 require notation of three published price references or quotations. Requires approval of the source selection by Procurement.

B. Informal Solicitations

1. **Category Two: purchases \$5,000.01 up to \$25,000.** Purchases of \$5,000.01 up to \$25,000 require notation of three published price references or quotations. Requires approval of the source selection by Procurement.
2. **Category Three: purchases \$25,000.01 up to \$250,000.** Purchases of \$25,000.01 up to \$250,000 require at least three written price quotations by solicitation. Source selection based on Invitations to Quote, Request for Offers, other approved solicitation methods, or as required under Chapter 255, Florida Statutes, or by the grantor for grant funded projects, is required. Requires approval of the source selection by Procurement.

C. Formal Competitive Solicitations

1. **Category Four: purchases \$250,000.01 up to \$500,000.** Source selection based on competitive, sealed Invitations for Bids, Invitations to Negotiate, Requests for Qualifications, Requests for Proposals, or other approved solicitation methods is required. Requires approval of the County Administrator, or designee for source selection and execution of any resulting two-party Agreement.
2. **Category Five: purchases \$500,001.01 and greater.** Source selection based on competitive, sealed Invitations for Bids, Invitations to Negotiate, Request for Qualifications, Requests for Proposals, or other approved solicitation methods is required. Requires approval by the Manatee County Board of County Commissioners (Board) of the source selection and authorization to execute any resulting two-party Agreement.

II. CATEGORY ONE PURCHASES OF UP TO \$2,500

Accountability for compliance with Category One procedures for purchases less than \$2,500 is delegated to the department director. The department director, or designee, is authorized to proceed without competition when (a) the administrative cost of such competitive sourcing regularly exceeds any benefits of securing the commodities or services efficiently or (b) after considering cost, need, time available and familiarity with the market for the goods or services to

be acquired, that competition is not required. Though obtaining quotes is not required for these purchases, it is good practice for departments to periodically check pricing in the marketplace to ensure it is obtaining the best value for the County.

The first and preferred method for these small purchases, unless the good/service is available on a County contractual agreement, is ordering and paying via the requestor's Visa Purchasing Card (PCard) up to the cardholder's purchasing threshold. NOTE: Prior to PCard purchases for all computer hardware and software purchases, including peripherals such as monitors and keyboards, the department shall first obtain approval from the Information Technology Services (ITS) Department, and if warranted the Technical Advisory Group (TAG). For those purchases \$2,500 or less that are not paid via PCard, the following procedures apply:

A. Department shall:

1. Enter a requisition into the County's Enterprise Resource Planning (ERP) database with the proper designation and with the correct funding account number and designating the selected supplier.
2. Approve the requisition through workflow.
3. The Purchase Order will automatically create and can be forwarded by the department to the supplier for fulfillment.
4. Obtain and retain a copy of the certification of supplier's insurances for general liability, automobile liability, employer's liability and Workers' Compensation as well as any other applicable insurance requirements and bonds when the supplier delivers goods to County locations and provides services at County locations.
5. Forward any questions regarding what insurances are applicable to the County Risk Management Department.
6. Not artificially divide purchases to stay under this threshold.

III. CATEGORY ONE PURCHASES OF \$2,500.01 TO \$5,000 AND CATEGORY TWO PURCHASES OF \$5,000.01 TO \$25,000

For those purchases \$2,501 to \$25,000, the following procedures apply:

A. Department shall:

1. Prepare specifications and/or Scope for the required goods and services which shall be sufficiently detailed. NOTE: If the purchase is partially or fully funded by a grant, the department must provide any specific grant requirements as part of the specifications.
2. In advance of submitting a requisition to Procurement, the department may contact suppliers to obtain pricing.
3. Enter a requisition into the County's Enterprise Resource Planning (ERP) database with the correct funding account number identifying a recommended supplier(s), if applicable.
4. Approve the requisition through workflow and forward to Procurement.
5. Submit any supporting documentation, including quotes received, to Procurement with the requisition.

B. Procurement shall:

1. Confirm the required supporting documentation has been submitted by the department.
2. Confirm pricing from at least three suppliers. In the event responses are not received from at least three (3) suppliers, a follow-up-attempt to obtain pricing from other sources shall be made and documented.
3. Process the requisition and create a Purchase Order.
4. When the supplier delivers its goods to County facilities or provide services on County properties, Procurement shall obtain and retain a copy of the **initial** certification of supplier's insurances for general liability, automobile liability, employer's liability and Workers' Compensation as well as any other applicable insurance requirements or bonds. NOTE: insurance certifications are not required for the delivery of goods via commercial courier service or common carrier (e.g., FedEx, UPS, USPS, Averitt Express, Southeastern Freight Lines, AAA Cooper).
5. Use the current approved Procurement Purchase Order form and/or Agreement Template approved by the County Attorney.
6. With only a few exceptions, negotiation of County established terms and conditions are not allowed for Category One and Category Two purchases.
 - i. If the supplier will not accept the County terms and conditions, Procurement shall negotiate agreement terms consistent with County requirements.
 - ii. Forward negotiated terms and conditions to the County Attorney utilizing the Request for Legal Services (RLS) process for review and approval.
 - iii. Once the terms and conditions are approved, forward the amended Purchase Order Terms and Conditions and/or final Agreement to the supplier for acceptance.
 - iv. Obtain full execution and distribute the agreement forwarding a copy to the department.

IV. INFORMAL SOLICITATIONS - CATEGORY THREE PURCHASES OF \$25,000.01 TO \$250,000

For those purchases totaling \$25,000.01 to \$250,000, except as otherwise instructed by Chapter 255, Florida Statute, or by the requirements in relation to grant funding, the following procedures apply:

A. Department shall:

1. Prepare a scope of work with specifications, drawings or plans, and a pricing form for the required goods and services. Specifications must be sufficiently detailed to provide for full and fair competition. Pricing forms should adequately itemize the items for which pricing is required. NOTE: If the purchase is partially or fully funded by a grant, the department must provide any specific grant requirements as part of the specifications.
2. Prior to creating the requisition for all computer hardware and software purchases, including peripherals (e.g., monitors, mouse, keyboards), the department must obtain approval from the ITS Department.
3. Create a requisition in the County's ERP database with the correct funding account number.
4. Approve the requisition through workflow and forward to Procurement.

5. Electronically submit the pricing form, scope, specifications and any other supporting documents to Procurement, identifying the documents with the applicable requisition.

B. Procurement shall:

1. In collaboration with the department representative(s), determine the method of solicitation and develop the appropriate solicitation document.
2. Review specifications/scopes of work to ensure they are clear, competitive, and concise. If Procurement identifies any potential area in the specifications/scope of work that may require modifications, Procurement shall make a recommendation to the department for consideration. No changes to technical specifications/scope of work should be made without the requesting department approval.
3. Directly solicit at least three written quotes and/or advertise the solicitation on the County website, through other appropriate media outlets, and as otherwise required by Chapter 255, Florida Statute, or the funding source grantor.
4. Conduct a due diligence review and facilitate the evaluation of responses.
5. Present a recommendation for award to the requesting department.
6. Upon approval of the recommendation, process the requisition and create the Agreement document and/or Purchase Order to the recommended supplier. Procurement staff must use the current approved Procurement Purchase Order form and/or Agreement Template approved by the County Attorney.
7. With a few exceptions, negotiation of County established terms and conditions are not allowed for Category Three purchases. If the supplier will not accept the County terms and conditions, Procurement shall, subject to the approval of the Procurement Official, negotiate terms consistent with County requirements and will forward to County Attorney utilizing the RLS process for review and approval.
8. Once the terms and conditions are approved, forward the Purchase Order/Agreement to the supplier for acceptance and/or execution.
9. When the supplier delivers goods to the County and provide services at County locations, Procurement shall obtain and retain a copy of the initial certification of supplier's insurances for general liability, automobile liability, employer's liability and Workers' Compensation as well as any other applicable insurance requirements or bonds.
10. Obtain full execution and distribute the Agreement and/or issue a Purchase Order to the supplier for fulfillment; forwarding a copy of any Agreement to the department.

V. COMPETITIVE SEALED SOLICITATIONS CATEGORY FOUR AND CATEGORY FIVE PURCHASES GREATER THAN \$250,000

Source selection is based on competitive, sealed Invitations for Bids, Invitations to Negotiate, Request for Qualifications, Request for Proposals or other competitive methods approved by the Procurement Official. Category Four purchases require approval of the source selection and execution of the Agreement by the County Administrator or Procurement Official. Category Five purchases require approval of the source selection by the Board and authorization to execute any resulting two-party Agreement. For those purchases in excess of \$250,000 the following procedures apply:

A. Department shall:

1. Prepare scope and specifications, any drawings or plans, and a pricing form for the required goods and services. Specifications shall be sufficiently detailed to provide for full and fair competition. Pricing forms should adequately itemize the items for which pricing is required. NOTE: If the purchase is partially or fully funded by a grant, the department must provide any specific grant requirements as part of the specifications.
2. Create a requisition in the County's ERP database with the correct funding account number.
3. Electronically submit the pricing form, specifications, scope of work and any other supporting documents to Procurement, identifying such documents with the applicable requisition.

B. Procurement shall:

1. In collaboration with the department representative(s), determine the method of solicitation and develop the appropriate solicitation document.
2. Review specifications and scope of work to ensure the language is clear, competitive, and concise. If Procurement identifies any potential area in the specifications or scope of work that may require modifications, Procurement shall make a recommendation to the department for consideration. NOTE: No changes to technical specifications should be recommended unless a potential error is identified, or restriction of competition is evident.
3. Solicit written bids or proposals by advertising the solicitation on the County website and through other appropriate media outlets and as required by the funding source or grantor. In addition, documents will be made available to local business organizations whose purpose is to further business opportunities for Manatee County businesses (e.g., Manatee Chamber of Commerce, Manasota Black Chamber of Commerce/).
4. Conduct a due diligence review and facilitate the evaluation of responses.
5. Submit a recommendation for award to the department director for approval.
6. Facilitate the negotiations of the Agreement utilizing the current County Attorney approved Agreement Template. Negotiations should be primarily focused on the scope of work and related pricing. If the supplier will not accept the County terms and conditions, Procurement shall, subject to the approval of the Procurement Official, negotiate terms consistent with County requirements and forward to County Attorney for legal review utilizing the RLS process.
7. Once the term of the Agreement has been agreed upon by both the County and the supplier, post a Notice of Intent to Award for a minimum of five business days prior to the award of any Purchase Order or Agreement.
8. When the supplier delivers goods to County locations and provides services at County locations, obtain and retain a copy of the initial certification of supplier's insurances for general liability, automobile liability, employer's liability and Workers' Compensation as well as any other applicable insurance requirements or bonds.
9. Upon expiration of the five business days posting requirement, present a

recommendation for award to the Procurement Official or Board, as applicable.

10. Upon approval of the recommendation for award, process the requisition and create the Agreement document and/or Purchase Order. Procurement staff must use the Procurement Purchase Order form and/or Agreement template approved by the County Attorney.
11. Obtain full execution and distribute the Agreement and/or issue a Purchase Order to the supplier for fulfillment; forwarding a copy of any Agreement to the department.

VI. TECHNOLOGY PURCHASES

For all computer hardware and software purchases, including peripherals (e.g., monitors and keyboards), the department must first obtain approval from the ITS Department. In addition to the procedures above, the following applies for all technology purchases:

Prior to requesting pricing and/or entering a requisition:

A. Department shall:

1. Develop technical specifications of the item(s) required.
2. Submit a request to the ITS Department, and if applicable to TAG, with specifications of the item(s) required for approval to purchase.

B. ITS Department and/or TAG shall:

1. Upon receipt of a request from the department, review the request for reasonableness, compatibility, and coordination with the technology goals and objectives of the County.
2. Provide approval of the purchase to the department. If approval is not granted, ITS shall provide assistance to the department in modifying the specifications or requirements to meet ITS standards or by providing other options to meet the department's need.

VII. ESTABLISHED CONTRACTS

Purchases of goods and services in excess of \$25,000 are not permitted where the goods and services are available under an Agreement that has been entered into pursuant to the requirements for Category Three, Category Four or Category Five procurements. A current list of County term Agreements is available on the County intranet or by contacting the Procurement Division.

VIII. PREVIOUSLY SOLICITED ITEMS

For previously solicited pricing of goods or services greater than \$2,500 and up to \$25,000, the pricing obtained for the same item(s) is valid and can be utilized without re-solicitation within a ninety (90) day period for additional purchases, as long as the supplier agrees to honor the original quoted pricing.

IX. ADMINISTRATIVE EXCEPTIONS

The Department, in consultation with the County Administrator, shall determine whether the price or quality of responses to a solicitation are not competitive based upon familiarity with the

market, pricing received on unsolicited proposals and any prevailing budgetary constraints. If the department and County Administrator determine that the price or quality of responses received are not competitive, the Procurement Official may direct that unrestricted competition be sought for that purchase. This determination shall be documented and maintained by Procurement with the record of the purchase.

Additionally, when multiple efforts to obtain quotes or proposals result in no responses, the Procurement Official may direct that negotiations may be entered into without continued competition.

X. ECONOMIC STIMULUS

Purchases in Categories Four and Five may be divided into smaller individual purchase amounts to encourage local economic stimulus, unless otherwise prohibited by law.

END OF 501.05

Procedure No.:
501.06

Title:
Purchase Requisitions

(Issued 5/1/2019)

I. NECESSITY OF A REQUISITION

A requisition is required for all purchases where payment is not made via PCard. NOTE: Purchases made with PCards do not require entry of a requisition or the issuance of a Purchase Order, regardless of the amount.

The purpose of a requisition is threefold: (1) to inform the Procurement Division of the needs of the department; (2) to identify correctly and clearly the item(s) requested; and (3) to obtain budgetary approval of the spend.

II. PREPARATION OF THE REQUISITION

In preparing a requisition, the following procedures apply:

A. Department shall:

1. Prepare the requisition in advance of the required date to allow time for soliciting pricing and for delivery by the supplier within the time constraints of the department.
2. Enter a requisition into County database that contains the following information:
 - i. A clear description of the item(s) desired (e.g., a generalized statement for blanket agreements such as 'Personal Protective Equipment and other related safety items OR for other requisitions, specific details such as item description, manufacturer, model, size, color, type, grade).
 - ii. Quantity required and unit of measure.
 - iii. The estimated unit price(s). NOTE: It is important to know the expenditure anticipated for workflow approvals and to determine the type of procurement method that will be required.
 - iv. Address/location where the goods will be shipped and/or services will be provided.
 - v. Delivery date the good and/or service is required.
 - vi. Budget account number for each line item, if applicable.

NOTE: Requisitions for blanket purchase orders should only be used for agreements where there are undefined items, quantities, and prices for the contracted items and delivery will be made over a period of time.
3. If necessary, forward any additional specifications, to the Procurement Division with the corresponding requisition number identified. Specifications must be written in a manner to support competition for the required goods or services.
4. Approve the requisition in the database workflow and send to Procurement.
5. Submit any additional backup/supporting documents such as additional specifications, drawings, plans to Procurement identified with the requisition number.

B. Procurement shall:

1. Review each requisition for completeness and accuracy.
2. Contact the department to clarify any information.
3. Conduct the solicitation process applicable to the procurement.
4. If applicable, obtain Commission approval of the expenditure.
5. Process the requisition and create an Agreement and/or Purchase Order.
6. As applicable, forward the Agreement and/or Purchase Order to the Supplier.

III. SPECIAL REQUIREMENTS

A. Capital Purchases

If the requisition is for the purchase of a capital item(s), the following are required in addition to those listed above in Section II:

Department shall:

Obtain budget approval by the Commission for any capital expenditure which has not been previously authorized in the department's current budget.

B. Grant Funded Purchases

If the requisition is for purchases that are partially or fully funded by a grant, the following are required in addition to those listed above in Section II.

1. Department shall:

- i. Notify Procurement of the grant requirements by inserting a note on the purchase requisition.
- ii. Submit the grant requirements and any special provisions to Procurement identified with the requisition number.

2. Procurement shall:

- i. Based upon the dollar value, conduct the appropriate solicitation process to obtain pricing.
- ii. Confirm that the supplier is not on the debarred or suspended supplier list prior to any award (the federal list can be found at <https://www.sam.gov/SAM/>. The State of Florida Convicted Vendor List can be found at <https://www.dms.myflorida.com>).
- iii. Save a copy of the confirmation in the solicitation electronic folder.

IV. AFTER THE FACT PURCHASE REQUISITIONS (CONFIRMING POs)

After the fact requisitions are those in which requisitions and the corresponding purchase orders are issued after the goods or services have been ordered by the client department and have not been previously authorized as an emergency purchase or otherwise approved by the Procurement Official.

A. Department shall:

Notify the Procurement Official in writing of the need to request an after the fact requisition for a confirming purchase order and the reason why it is necessary. Written detail shall include, but is not limited to:

1. The circumstances that resulted in the after the fact requisition.
2. The necessity of the purchase and its public purpose.
3. Evidence that the price charged was fair and reasonable.
4. What actions have been taken by the department to preclude recurrence.

B. Procurement shall:

1. To the extent allowed by the County Code, Procurement may give approval to the department for expedited purchases that cannot be accomplished with normal processing due to exigent or urgent circumstances.
2. Once the requisition is entered, Procurement shall issue the confirming purchase order and retain the documentation from the client department as backup.

C. Violations

After the fact requisitions/purchase orders are highly discouraged and are considered a violation according to Manatee County Code, Section 2-26-21. These types of purchases may result in disciplinary action against the employee(s) involved in the violation as follows:

1. First violation, Procurement shall:

- i. Issue the employee, who violated the policy, a written warning with a copy to the department director.
- ii. At the discretion of the Procurement Official, require the employee to attend procurement training.
- iii. The Procurement Official or designee may also notify the supplier to reiterate the County's requirement of a purchase order (for those purchases not paid by PCard) for the delivery of goods and services.

2. Second violation within a one-year period Procurement shall:

- i. Issue the employee, who violated the policy, a written warning with a copy to the department director.
- ii. At the discretion of the Procurement Official, submit a memorandum to the County Administrator regarding the violation.

3. County Administrator shall (based upon the circumstances), take any action deemed appropriate for the violation to include the following:

- i. Employee may be personally responsible for payment to the supplier for the goods/services.
- ii. Employee may be given further disciplinary action, up to and including termination.

END OF 501.06

Procedure No.:
501.07

Title:
Scope and Specification Writing

(Issued 5/1/2019)

I. SCOPE OF WORK/SERVICES

A scope of work or scope of services (Scope) is a written description of the needs and desired outcomes for the procurement and becomes part of any resulting contractual agreement. The Scope also provides information by which a potential bidder or proposer can determine whether the requirements align with their business, expertise and capabilities, and if responding to the solicitation is warranted. It is the responsibility of the requesting department to provide details of the Scope to Procurement.

A. Department shall:

Provide details of the Scope to Procurement that:

1. Identifies the needs, schedule for delivery, deliverables, desired outcomes and performance metrics for determining how success will be evaluated.
2. Uses clear and concise language.
3. Defines all acronyms.
4. Uses consistent terminology throughout.
5. Do not use ambiguous terms that can have different interpretations (EXAMPLE: 'capable', 'adequate', 'sufficient', 'normal', and 'timely').
6. Clearly articulates who will be performing each requirement.
7. Avoids overly restrictive specifications.
8. Avoids requirements that are not attainable (EXAMPLE: '100 percent reliable', 'runs on all platforms').
9. Groups together similar requirements.
10. Uses consistent formatting.
11. Does not state the same requirement in multiple locations (repeated requirements stated in a different manner can create conflicting requirements that render both unenforceable).
12. Written using the County Scope of Work template as a reference or guide (see Appendix A, Forms).

B. Procurement shall:

1. Review the Scope to ensure that it is written in a manner that meets the above requirements.
2. Provide any recommended changes to the department for consideration.
3. Make changes to the Scope upon approval by the department.

II. SPECIFICATIONS

Specifications define precise requirements of goods and services sought through the solicitation process. Written with an intent to maximize competition, specifications should use language that

is relevant to and understood by potential offerors. There are two types of specifications, Design and Performance.

A design specification establishes the characteristics a good or service must possess, including details of how it will be manufactured; engineering plans, drawings, or blueprints may be included. The design specification states in prescriptive terms what the potential offeror must provide. The objective of a design specification is to meet a custom or unique requirement. Design specifications may include any or all of the following:

- Drawings (e.g., engineering plans, blueprints)
- Dimensions that allow for tolerance levels and ranges
- Definition of terms
- Description of materials for cost determination, process of construction, delivery, and implementation of requirements by supplier
- Minimum requirements
- Detailed test, sample, and inspection methods to ensure compliance with the specification
- Industry standards
- Alternatives that may be considered

Technical specifications are a subset of design specifications, often used when precise shapes, dimensions, close tolerances, and a high degree of manufacturing precision are required (e.g., construction and heavy equipment). Brand names may be used in specifications to identify required products or preferred features and/or functionalities; however, the solicitation document, when possible, must also include provisions for proposing other brands.

A performance specification describes the desired outcome or intended use of a good or service and how it will perform (e.g., distance to travel, time required). Performance specifications must define acceptance testing and what constitutes a successful outcome. Performance specifications allow proposers to use their expertise, creativity, and innovation to provide a solution; may describe a good or service that will be integrated into existing systems and be interchangeable with parts, services, or other basic elements; or may utilize a functional description to define the task or desired result. Functional descriptions are commonly used for technology-related commodities and focus on observations or experiences during system usage (e.g., the program, computer peripherals, or other computers).

A. Department shall:

1. Prepare specifications and submit to Procurement in electronic format.
2. Identify contractor licensing, experience qualifications and permitting requirements for inclusion in the solicitation.
3. Advise Procurement of any business decisions that may limit or restrict competition.
4. When developing specifications for multiple awards, confer with Procurement on the

development of the basis of award.

5. If the procurement is funded in part or in whole by a grant, include all procurement-specific grant requirements or provisions.

B. Procurement shall:

1. Review specifications for format and clarity and to ensure there are no areas that limit or restrict competition.
2. Provide notice to the department of any such format, clarity or competition issues for consideration.
3. If applicable, obtain updated specifications from the department.
4. Not arbitrarily make changes to a specification without consulting with the department.

III. QUALIFIED PRODUCTS LIST (QPL) SPECIFICATIONS

A QPL of no less than three brands or manufacturers may be developed for goods prior to issuance of the solicitation for the items. When a QPL exists for a particular good, the County may, at its discretion, only solicit for those brands/manufacturers listed in the QPL.

IV. SCOPE/SPECIFICATIONS PREPARED BY A THIRD PARTY

Any person or company that has participated in the preparation of the Scope or specifications may not submit a response to the solicitation for such items, unless such participation was the result of a Request for Letters of Interest or Request for Information.

V. CHANGES TO SOLICITATION SCOPE/SPECIFICATIONS

Once a solicitation has been advertised, no changes in the specifications can be made except by written addendum issued by Procurement.

[END 501.07]

I. SOLICITATION PROCUREMENT METHODS

A. Small Purchases – Acquisitions up to \$25,000

This is a method in which pricing is obtained from published price lists and catalogs, including on-line catalogs, or suppliers are contacted; any pricing received is documented by the requestor and is filed electronically with the Purchase Order.

B. Informal Solicitations – Acquisitions of \$25,001 up to \$250,000

1. Invitation to Quote (ITQ)

This is an informal process in which written quotes are solicited from suppliers, most commonly used for the purchase of goods. Award is generally to the responsible, responsive supplier with the lowest price.

2. Request for Offers (RFO)

This is an informal process for obtaining written offers, generally used for services. Due diligence review of the offers is conducted by Procurement. Responsive and responsible offers are evaluated on multiple pre-established criteria including price by the designated department representative. Award is based on the offer that best meets the requirements of the RFO. For ITQ and RFO solicitations the following procedures apply:

i. Department shall:

- (a) Identify the need for the purchase of a good, service, or construction.
- (b) Submit a requisition with appropriate budgetary funding codes to Procurement and attach all supporting documentation, including a description of services, specifications or Scope, part numbers, and potential suppliers, as applicable.
- (c) Collaborate with Procurement to develop and define the minimum qualification requirements and evaluation criteria to be used in the evaluation process.
- (d) Obtain prior approval from the ITS Department for the purchase of computers, software or related technology items.
- (e) Review the Recommendation for Award Memorandum and provide approval of the recommendation or justification if the recommended bidder/offeror is not approved.

ii. Procurement shall:

- (a) Develop the solicitation documents including the review of Scopes and specifications using the appropriate solicitation templates.
- (b) Obtain approval of the evaluator from the Procurement Official.
- (c) Coordinate the solicitation process to include:

- (1) Advertisement of the solicitation.
 - (2) Respond to potential bidder/offeror's questions by addendum.
 - (3) Conduct the information conference.
 - (4) Provide public notice of the bid opening.
 - (5) Receive bids.
 - (6) Conduct a due diligence review to determine if the proposals are responsive and responsible.
 - (7) Present the evaluator's recommendation for award to the highest ranked firm to the department director for review and approval.
- (d) Establish dates for all required meetings for the evaluation of the proposal responses.
 - (e) Conduct a pre-evaluation information meeting with all evaluators.
 - (f) Provide copies of the responsive and responsible proposal responses to the evaluators.
 - (g) Coordinate and facilitate the evaluation of the responses.
 - (h) Return any proposal response received after the deadline stated in the solicitation document to the proposer unopened.
 - (i) Conduct a pre-negotiation meeting(s) with members of the negotiation team and facilitate the negotiations with the recommended proposer(s) to reach agreement on the terms and conditions of the contract, including price.
 - (j) Obtain and retain a copy of the initial proof of insurances, surety bonds, and other contractually required documentation from the awarded firm.
 - (k) Prepare and process all purchase orders and/or contracts using the appropriate County Attorney approved templates.
 - (l) Provide a fully approved purchase order and/or contract to the requesting department.

C. Formal—Competitive Sealed Acquisitions greater than \$250,000

1. Invitation for Bid (IFB) and Invitation for Bid Construction (IFBC)

This is a formal sealed bid process. Due diligence review of the bids is conducted by Procurement. Award is generally made to the responsible, responsive bidder with the lowest price. Most commonly used for the procurement of goods and construction. For IFB solicitations the following applies:

i. Department shall:

- (a) Identify a need for the purchase of a good, service or construction.
- (b) Collaborate with Procurement to determine the minimum qualifications that must be met by bidders in order to be considered for award.
- (c) Obtain prior approval from the ITS Department for the purchase of computers, software or related technology items.
- (d) Submit a requisition to Procurement with all supporting documentation including specifications, scope of work/service and any potential suppliers.

- (e) Review the Recommendation for Award Memorandum from Procurement and provide approval of the recommendation or justification if the recommended bidder is not approved.

ii. **Procurement shall:**

- (a) Develop the solicitation documents including the review of the Scope and specifications using the appropriate solicitation templates.
- (b) Coordinate the review and approval of the solicitation document with other appropriate departments or outside agencies and organizations to address requirements such as grant requirements, insurances and bonds.
- (c) Coordinate the solicitation process to include:
 - (1) Advertisement of the solicitation.
 - (2) Respond to potential bidder's questions by addendum.
 - (3) Conduct the information conference, if applicable.
 - (4) Provide public notice of the bid opening.
 - (5) Receive bids.
 - (6) Conduct a due diligence review to determine if the bids are responsive and responsible, determine which bids meet the terms and conditions of the solicitation and make a recommendation for award to the department for review.
- (d) Return any bid received after the deadline stated in the solicitation document to the bidder unopened.
- (e) Obtain approval from the Procurement Official of the intent to award or recommendation for award, as applicable.
- (f) If applicable, draft the agenda summary document and gather all required supporting documents for presentation to the Board for approval.
- (g) Obtain and retain a copy of the initial proof of insurances, surety bonds, and other contractually required documentation from the awarded bidder.
- (h) Prepare and process all purchase orders and/or agreements using the appropriate County Attorney approved templates.
- (i) Provide a fully approved purchase order and/or agreement to the requesting department.

2. **Request for Proposals (RFP)**

This is a formal competitive process for obtaining sealed, written proposals. Due diligence review of the proposals is conducted by Procurement. Responsive and responsible, proposals are evaluated on multiple pre-established criteria including price by an evaluation committee. Award is based on "best value" by which value is emphasized over price only. The best value may not be the lowest cost but rather an assessment of the return that can be achieved based on the total life cycle cost of the item; an analysis of the functionality of the item; or the best combinations of quality, services, time, and cost. Limited negotiations may be conducted with the top ranked supplier but does not allow for substantive changes to the specifications and Scope. This method is often used for the

procurement of services, technology and complex goods. For RFP solicitations the following procedures apply:

- i. **Department shall:**
 - (a) Identify the need for the purchase of a good, service, or construction.
 - (b) Submit a requisition with appropriate budgetary funding codes to Procurement and attach all supporting documentation, including a description of services, specifications or Scope, part numbers, and potential suppliers, as applicable.
 - (c) Collaborate with Procurement to develop and define the minimum qualification requirements and evaluation criteria to be used in the evaluation process.
 - (d) Obtain prior approval from the ITS Department for the purchase of computers, software or related technology items.
 - (e) Review the Recommendation for Award Memorandum and provide approval of the recommendation or justification if the recommended proposer is not approved.

- ii. **Procurement shall:**
 - (a) Develop the solicitation documents, including the review of Scope and specifications, using the appropriate solicitation templates and forms which are located on the Procurement "Shared Drive" on the County network.
 - (b) Obtain approval of the technical evaluation committee from the Procurement Official.
 - (c) Coordinate the solicitation process to include:
 - (1) Advertisement of the solicitation.
 - (2) Respond to potential proposer's questions by addendum.
 - (3) Conduct the information conference.
 - (4) Provide public notice of the proposal opening.
 - (5) Receive proposals.
 - (6) Retain proposals in a secure area until the date and time for opening.
 - (7) Conduct a due diligence review to determine if the proposals are responsive and responsible.
 - (8) Present the evaluator's recommendation for award to the highest ranked firm to the department director for review and approval.
 - (d) Establish dates for all required meetings for the evaluation of the proposal responses.
 - (e) Conduct a pre-evaluation information meeting with all evaluators.
 - (f) Return any proposal response received after the deadline stated in the solicitation document to the proposer unopened.
 - (g) Open proposals in a public meeting.
 - (h) Provide copies of the responsive and responsible proposal responses to the evaluators.
 - (i) Coordinate and facilitate the evaluation of the responses.
 - (j) Post notice of all public meetings at least five business days prior to the meeting.

- (k) Obtain approval from the Procurement Official of the evaluator's recommendation for award.
- (l) If applicable, post the Notice of Intent to Negotiate on the County website prior to the negotiations.
- (m) Conduct a pre-negotiation meeting(s) with members of the negotiation team and facilitate the negotiations with the recommended proposer(s) to reach agreement on the terms and conditions of the contract, including price.
- (n) Post the Recommendation for Award on the County's website at least five business days prior to the award of any purchase or contract.
- (o) As applicable, draft the agenda summary document and gather all required supporting documents for presentation to the Board for approval.
- (p) Obtain and retain a copy of the initial proof of insurances, surety bonds, and other contractually required documentation from the awarded Proposer.
- (q) Prepare and process all purchase orders and/or contracts using the appropriate County Attorney approved templates.
- (r) Provide a fully approved purchase order and/or contract to the requesting department.

iii. **Evaluation Committee shall:**

- (a) Evaluate proposals.
- (b) Determine the short-listed suppliers.
- (c) After negotiations are completed, recommend award of the agreement or purchase to the responsible and responsive proposer that will provide the best value, based on the evaluation criteria.

3. **Request for Qualifications (RFQ)**

This is a formal process for obtaining sealed, written proposals. Due diligence review of the proposals is conducted by Procurement. Responsive and responsible proposals are evaluated on multiple pre-established criteria by an evaluation committee and the firm deemed the most qualified based upon established evaluation criteria is selected to enter into negotiations. Pricing is not considered in the evaluation and ranking of responses; rather negotiated with the top-ranked proposer(s). This method is most commonly utilized for procurement of architect, engineering, landscape architect, mapping and surveying services under Florida Statute 287.055 (Consultants Competitive Negotiation Act). For RFQ solicitations the following procedures apply:

i. **Department shall:**

- (a) Identify the need for the purchase of a good, service, or construction.
- (b) Submit a requisition with appropriate budgetary funding codes to Procurement and attach all supporting documentation, including a description of services, specifications or Scope, part numbers, and potential suppliers, as applicable.
- (c) Collaborate with Procurement to develop and define the minimum qualification requirements and evaluation criteria to be used in the evaluation process.

- (d) Obtain prior approval from the ITS Department for the purchase of computers, software or related technology items.
- (e) Review the Recommendation for Award Memorandum and provide approval of the recommendation or justification if the recommended proposer is not approved.

ii. **Procurement shall:**

- (a) Develop the solicitation documents including the review of Scope and specifications using the appropriate solicitation templates.
- (b) Obtain approval of the technical evaluation committee from the Procurement Official.
- (c) Coordinate the solicitation process to include:
 - (1) Advertisement of the solicitation.
 - (2) Respond to potential proposer's questions by addendum.
 - (3) Conduct the information conference.
 - (4) Provide public notice of the proposal opening.
 - (5) Receive proposals.
 - (6) Retain proposals in a secure area until the date and time for opening.
 - (7) Conduct a due diligence review to determine if the proposals are responsive and responsible.
 - (8) Present the evaluator's recommendation for award to the highest ranked firm to the department director for review and approval.
- (d) Establish dates for all required meetings for the evaluation of the proposal responses.
- (e) Conduct a pre-evaluation information meeting with all evaluators.
- (f) Return any proposal response received after the deadline stated in the solicitation document to the proposer unopened.
- (g) Provide copies of the responsive and responsible proposal responses to the evaluators
- (h) Coordinate and facilitate the evaluation of the responses.
- (i) Post notice of all public meetings at least five business days prior to the meeting.
- (j) Obtain approval from the Procurement Official of the evaluator's recommendation for award.
- (k) If applicable, post the Notice of Intent to Negotiate on the County website prior to the negotiations.
- (l) Conduct a pre-negotiation meeting(s) with members of the negotiation team and facilitate the negotiations with the recommended proposer(s) to reach agreement on the terms and conditions of the contract, including price.
- (m) Post the Recommendation for Award on the County's website at least five business days prior to the award of any purchase or contract.
- (n) As applicable, draft the agenda summary document and gather all required supporting documents for presentation to the Board for approval.

- (o) Obtain and retain a copy of the initial proof of insurances, surety bonds, and other contractually required documentation from the awarded Proposer.
- (p) Prepare and process all purchase orders and/or contracts using the appropriate County Attorney approved templates.
- (q) Provide a fully approved purchase order and/or contract to the requesting department.

iii. **Evaluation Committee shall:**

- (a) Evaluate proposals.
- (b) Determine the short-listed suppliers.
- (c) After negotiations are completed, recommend award of the agreement or purchase to the responsible and responsive proposer that will provide the best value, based on the evaluation criteria.

D. **INVITATION TO NEGOTIATE (ITN)**

This is a formal competitive process in which sealed, written proposals are accepted and used when the Procurement Official deems it is in the County's best interest to negotiate with one or more proposers to achieve best value. The ITN is similar to the RFP and RFQ process. The primary difference being that the ITN process allows for negotiations that may result in significant changes to the requirements of the solicitation. These are collaborative negotiations which entail an exchange of ideas and methods concerning how to best deliver the good or service, and the likely outcome of this exchange is changes to either the original scope of work or to the proposer's response.

As with the RFP and RFQ process, a short list of acceptable proposers may be determined by the evaluators. Two negotiation strategies are available in the ITN process; single and concurrent negotiations. When the single negotiation strategy is used, the County shall begin negotiations with the top proposer first, and if an agreement is not reached, the County shall commence negotiations with the other proposers in successive order until an agreement is reached. When the concurrent negotiation strategy is used, the County shall begin negotiations simultaneously with each of the proposers until an agreement is reached that provides best value to the County. During the negotiation phase, the meetings between the proposer and the County are exempt from the public meetings. Likewise, negotiation strategy meetings of the County's representatives in preparation for the negotiations are exempt from the public meetings requirements per § Section 286.0113(2)(a)(b)2., Florida Statutes. Negotiations occur in three parts.

Part One negotiation is the initial meeting with the short-listed suppliers. Topics addressed are any lack of clarity or shortcoming of the initial offer. The outcome of this meeting is a plan for the vendor to submit a revised offer for consideration. The outcome of Part One may also include clarifying or amending County requirements. The purpose of the Part Two negotiation meetings is to consider the proposer's revised response, as well as any revised County requirements issued by addendum. The Part Three negotiation meeting allows for County and supplier review of the

proposer's best and final offer (BAFO), and if required, the proposer will be granted opportunity to amend its proposal for a final time.

Once County has an agreement that satisfies all parties, addresses critical business requirements of the department and presents best value to County, or the County has reached an impasse with all short-listed suppliers, the negotiation phase is complete. If negotiations reach an impasse with all proposers invited to negotiate, the County has the option to reject all offers and cancel the ITN, to reject all offers and reissue the ITN, or to obtain the good or service by another procurement method. For ITNs the following procedures apply:

1. Department shall:

- i. Identify the need for the purchase of a good, service, or construction.
- ii. Submit a requisition with appropriate budgetary funding codes to Procurement and attach all supporting documentation, including a description of services, specifications or Scope, part numbers, and potential suppliers, as applicable.
- iii. Collaborate with Procurement to develop and define the minimum qualification requirements and evaluation criteria to be used in the evaluation process.
- iv. Obtain prior approval from the ITS Department for the purchase of computers, software or related technology items.
- v. Review the Recommendation for Award Memorandum from Procurement and provide approval of the recommendation or justification if the recommended proposer is not approved.

2. Procurement shall:

- i. Develop the solicitation documents including the review of Scope and specifications using the appropriate solicitation templates.
- ii. Obtain approval of the technical evaluation committee from the Procurement Official.
- iii. Coordinate the solicitation process to include:
 - (a) Advertisement of the solicitation.
 - (b) Respond to potential proposer's questions by addendum.
 - (c) Conduct the information conference.
 - (d) Provide public notice of the proposal opening.
 - (e) Receive proposals.
 - (f) Retain proposals in a secure area until the date and time for opening.
 - (g) Conduct a due diligence review to determine if the proposals are responsive and responsible.
 - (h) Present the evaluator's recommendation for award to the highest ranked firm to the department director for review and approval.
- iv. Establish dates for all required meetings for the evaluation of the proposal responses.
- v. Post notice of all public meetings at least five business days prior to the meeting.
- vi. If applicable, conduct a pre-evaluation information meeting with all evaluators.
- vii. Return any proposal response received after the deadline stated in the solicitation document to the proposer unopened.

- viii. Provide copies of the responsive and responsible proposal responses to the evaluators and coordinate and facilitate the evaluation of the responses.
- ix. Obtain approval from the Procurement Official of the evaluator's recommendation for award.
- x. If applicable, post the Notice of Intent to Negotiate on the County website prior to the negotiations.
- xi. Conduct a pre-negotiation meeting(s) with members of the negotiation team and facilitate the negotiations with the short-listed proposers. Negotiation meetings with the short-listed proposers may include additional presentations, site visits, demonstrations, interviews, inspection of the proposers' facilities, additional written information, internal staff analysis and presentations, feedback from outside consultants, and the gathering of any other information deemed helpful to more fully evaluate the proposals.
- xii. After initial negotiations have been completed request a best and final offer (BAFO) from the short-listed proposers.
- xiii. Receive the BAFOs and provide copies to the Committee members to review and evaluate considering all information gained during the solicitation process.
- xiv. As necessary, seek guidance from the County Attorney's Office during the negotiation.
- xv. Make a complete audio recording of any portion of exempt meetings and maintain a copy in the solicitation electronic file.
- xvi. Capture all agreed upon terms during the discussions to be applied in the final contract.
- xvii. Post the Recommendation for Award on the County's website at least five business days prior to the award of any purchase or contract.
- xviii. As applicable, draft the agenda summary document and gather all required supporting documents for presentation to the Board for approval.
- xix. Obtain and retain a copy of the initial proof of insurances, surety bonds, and other contractually required documentation from the awarded firm.
- xx. Prepare and process all purchase orders and/or contracts using the appropriate County Attorney approved templates.
- xxi. Provide a fully approved purchase order and/or contract to the requesting department.

3. Evaluation Committee shall:

- i. Determine the short-listed suppliers with which negotiations will be conducted.
- ii. Participate in the negotiations with short-listed suppliers.
- iii. Evaluate the BAFOs.
- iv. After negotiations are completed, recommend award of the agreement or purchase to the responsible and responsive proposer that will provide the best value, based on the selection criteria.

II. OTHER PROCUREMENT METHODS

A. Sole Source / Single Source

Single-source purchases are the acquisition of commodities or services from a specific source or provider based upon standardization, warranty, compatibility, safety considerations and other similar factors where other competitive sources (suppliers) may be available. This procurement method may also be used upon a determination that the likely, non-speculative cost of competitive solicitation process would exceed any potential savings and benefit to the County. Single Source approvals shall be effective and valid for up to sixty (60) months from date of approval as authorized by the Procurement Official.

Sole Source purchases are the acquisition of commodities or services where there is only one available source (example: exclusive territorial rights, proprietary technology, copyrighted or patented items, or a supplier's unique capability). In this instance the County will negotiate with the supplier to reach an acceptable agreement. Sole Source approvals shall be effective and valid for twelve (12) months from date of approval.

Single Source and Sole Source purchases up to \$2,500 do not require approval. For Single Source or Sole Source purchases greater than \$2,500 the following procedures apply:

A. Department shall:

- i. Complete the Sole Source or Single Source Request Memorandum (Memo) providing details of what goods or services are required, justification to support the sole source or single source designation, all efforts made to obtain pricing that is competitive within the applicable marketplace.
- ii. Obtain department director approval of the sole source or single source request.
- iii. Forward the Memo to Procurement.
- iv. Obtain and retain any quotes for purchases over \$2,500 and required insurance certificates for each purchase utilizing the approved Memo.
- v. Retain a copy of the fully approved Memo as supporting documentation for future purchases during for the term of the Memo.

B. Procurement shall:

- i. Conduct due diligence to confirm the sole source or single source is in accordance with Florida Statutes and County Ordinance.
- ii. Complete a Sole Source or Single Source Due Diligence Memorandum with the findings.
- iii. Obtain approval of the Sole Source or Single Source request by the Procurement Official, or designee.
- iv. If not approved by the Procurement Official, contact the department to discuss other options for procuring the required goods or services.

- v. If approved by the Procurement Official, in collaboration with the department conduct contract and/or pricing negotiations with the selected supplier, as is applicable to the purchase.
- vi. For Category Three, Category Four and Category Five Sole Source or Single Source purchases, post a Notice of Intent to Award on the County website for a minimum of five business days prior to award.
- vii. Obtain written approval from the County Administrator for Sole Source and Single Source purchases that exceed the Category Four threshold and/or draft the agenda summary document and gather all required supporting documents for presentation to the Board for approval.
- viii. Obtain and retain a copy of the initial proof of insurances, surety bonds, and other contractually required documentation from the awarded firm.
- ix. Prepare and process all purchase orders and/or contracts using the appropriate County Attorney approved templates.
- x. Provide a fully approved copy of the Memo and purchase order and/or contract to the requesting department.
- xi. Conduct periodic audits to ensure that departments are in compliance with the procedures set forth in the Manatee County Administrative Standards and Procedures Manual

B. Emergency Purchases

Competitive solicitation procedures may be waived for purchases made due to an unexpected and urgent request where public health, safety or resources are at risk (“Emergency”). For Emergency purchases the following procedures apply:

1. Department shall:

- i. Obtain verbal approval of the Emergency from the County Administrator, or designee.
- ii. Contact a known supplier of the good or service and place the order.
- iii. Obtain and retain a copy of any required insurances or bonds.
- iv. As soon as is practicable after the purchase:
 - (a) Obtain approval of the Emergency in writing from the County Administrator, or designee.
 - (b) Enter a requisition into the County’s ERP database with the correct funding account number designating the selected supplier. Entry of the requisition after-the-fact is permissible for Emergencies and does not constitute a violation of policy.
 - (c) Approve the requisition through workflow and forward to Procurement along with a copy of the Emergency approval.

2. Procurement shall:

- i. Process the requisition and create a purchase order.
- ii. Obtain Board ratification and approval, as applicable.
- iii. Forward the confirming purchase order to the supplier.

C. Request for Letters of Interest or Information

Requests for Letters of Interest (RLI) or Requests for Information (RFI) are non-binding methods to request input from interested parties related to a potential upcoming solicitation and obtain feedback such as sources for the good or service in the marketplace, best practices, industry standards, emerging concepts, and technology considerations. For RLI and RFI solicitations the following procedures apply:

1. Departments shall:

- i. Forward details of the goods or services and the information desired to Procurement.
- ii. Provide a listing of potential firms that should be contacted to request information or organizations and publications to distribute the RLI or RFI.
- iii. Review the responses, determine if a solicitation is warranted, and if applicable, apply the information to develop a scope of work/specifications to be utilized to procure the good or service.

2. Procurement shall:

- i. Develop an RLI or RFI using the appropriate template.
- ii. Forward the RLI or RFI to the identified suppliers, organizations and/or publications.
- iii. Receive all responses and disseminate the information to the requesting department.

D. Use of Other Government Agency Contracts

The County may use other government entity contracts to purchase goods, services, and constructions when terms, pricing and delivery of the goods or services are advantageous to the County. Government and cooperative contracts must be competitively solicited in a manner that complies with Florida law and County policies.

III. EXCLUSIONS

The procedures in this section do not apply to the exclusions provided in the Manatee County Code of Laws, Chapter 2-26, Section 2-26-3, Exclusions from this Ordinance are as follows:

- A. Grants and gifts: to the extent it would not conflict with the requirements, conditions, or limitations attached to the grant, gift, bequest, or donation.
- B. Lease of real property: unless otherwise determined by the Commission.
- C. Sale or conveyance of County-owned real property.
- D. Legal services: which include outside counsel, expert witnesses, appraisal services, trial consultants or other persons or firms deemed by the County Attorney as necessary to address the County's legal needs.
- E. Self-insurance funds: expended pursuant to the County's self-insurance ordinance to obtain goods and services required for the self-insurance program.
- F. Insurance policies: to protect the property and other interests of the County.

- G. County bonds: for professional services required for the issuance of County bonds and County fund investments.
- H. Fee and rate programs: for programs established by the Commission to which the Commission pays a fee for goods, services or construction for eligible recipients at a set fee as established by ordinance or resolution.
- I. Veterinary services: for animals in the custody of animal services division where the dollar value of the agreement does not exceed Category 3 (\$250,000).
- J. Health benefits services: independent contractor fitness instruction services, medical director services, or nutrition counseling services where the dollar value of the agreement does not exceed Category 2 (\$25,000).
- K. Where otherwise specified by law, ordinance or policy.

IV. EXEMPTIONS

Certain items have set fees under a contractual agreement or have special controls already in place which do not precipitate the need for added control of a solicitation. These exempted items are as follows:

- A. Subscriptions - Authorized fees paid for newspapers, periodicals or trade journals required for County operations.
- B. Membership Fees - Authorized amounts paid to professional or other organizations which provide a benefit to County operations.
- C. Postage - Authorized amounts paid for postage for County operations.
- D. Licenses - Authorized amounts paid to employees as reimbursement or to regulatory agencies for professional competency, or occupational licenses for County operations and auto tag fees for County vehicles.
- E. Government Payments - Only as authorized and budgeted.
- F. Permits - Authorized fees paid to other governmental entities such as building permits, certificates of occupancy or environmental permits.
- G. Real Estate Closings - Authorized amounts paid to sellers and other parties affiliated with the closing pursuant to a contract approved by the County.
- H. Judgements - Authorized amounts paid as a result of a court ruling.
- I. Court Costs - Authorized for County.
- J. Advertising - Authorized amounts paid to newspapers or other media for legal notices, public announcements or classified personnel advertisements. To include the advertising for tourism and County related events.
- K. Books - Authorized amounts paid to book vendors for books required for County operations.
- L. Education Course - Authorized amounts paid to educational institutions, associations or firms for course fees approved by the County. Also, to include tuition reimbursements paid to employees.
- M. Registration Fees - Authorized amounts paid for conferences, workshops and seminars of benefit to the County operations.
- N. Medical Payments - Authorized medical and psychological examinations.

- O. Utility Payments - Authorized amounts paid for utilities such as electric, water, sewer, heating gas, garbage/trash/waste collections, and dump fees.
- P. Refunds - Authorized refunds to persons making payment to the County.
- Q. Petty Cash - Establishment and replenishments.

V. GENERAL PROVISIONS

Where recurring purchases from all sources for any category of goods or services result in an annual expenditure of at least \$100,000, consideration should be given to acquiring such goods and services under a master or term agreement. When goods and services are available under a master or term agreement, knowingly purchasing such goods and services from other sources is not permitted.

VI. BLANKET PURCHASE ORDER RELEASES

Once a blanket purchase contract for goods and/or services has been awarded by Procurement and the blanket purchase order issued, the following applies as it relates to releases against the blanket purchase order:

A. Department shall:

1. Prepare a list of items needed, a scope of work, specifications, drawings and/or plans that sufficiently detailed the goods or services required. Obtain pricing from the designated supplier.
2. If the purchase is partially or fully funded by a grant, confirm that the supplier is not on the debarred or suspended supplier list (the federal list can be found at <https://www.sam.gov/SAM/>. The State of Florida Convicted Vendor List can be found at <https://www.dms.myflorida.com>).
3. Save a copy of the confirmation with the blanket release documentation.
4. Prior to creating the requisition for all computer hardware and software purchases, including peripherals (e.g., monitors, mouse, keyboards), the department shall obtain approval from the ITS Department.
5. Create a requisition in the County's ERP database with the correct funding account number, the correct "Contract #" and a PO Type of "B".
6. Approve the requisition through workflow and forward to Procurement.
7. Forward the blanket purchase order release and any supporting scope of work, specifications, drawings or plans to the supplier for fulfillment.
8. Obtain and retain a copy of any required insurances and bonds from the supplier.
9. Maintain all the supporting documentation for the purchase according to Florida record retention requirements.
10. Not make any changes once the release order has printed.
 - i. If the final quantity is less than the release PO quantity; receive the actual lesser amount and inform Finance to "short pay" and disencumber.
 - ii. If a line item is incorrect, inform Procurement to change the line item to zero quantity and/or zero dollars. Do not delete line items off the release PO.

- iii. If any additional quantities/items are required (and the release PO is in partial payment status) a change order should be processed by entering a requisition for the change.

[END 501.08]

I. CONSTRUCTION PROCUREMENTS

Pursuant to Section 255.20, Florida Statutes, contracts for construction of buildings or infrastructure shall be competitively awarded to a licensed contractor authorized to conduct business in Florida when a project is estimated to cost more than three hundred thousand dollars (\$300,000); seventy-five thousand dollars (\$75,000) for electrical work. The competitive award process is not required for repair or maintenance of existing County facilities. In addition, bidding requirements for paving related projects shall also be governed by the provisions of Section 336.41, Florida Statutes.

The contract may be awarded based upon the submission of sealed bids, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiation. Contracts for construction management services, design-build contracts, construction contracts based on unit prices, continuing contracts, and any other contract arrangements are expressly authorized.

All construction and reconstruction of roads and bridges to be performed utilizing the proceeds of the 80-percent portion of the surplus of the constitutional gas tax shall be let to contract to the lowest responsive, responsible bidder by competitive bid, except for (a) construction and maintenance in emergency situations, and (b) construction and reconstruction, including resurfacing, mineral seal coating, and bridge repairs, having a total cumulative annual value not to exceed five percent of its 80-percent portion of the constitutional gas tax or \$400,000, whichever is greater, and (c) construction of sidewalks, curbing, accessibility ramps, or appurtenances incidental to roads and bridges if each project is estimated in accordance with generally accepted cost-accounting principles to have total construction project costs of less than \$400,000 or as adjusted by the percentage change in the Construction Cost Index from January 1, 2008.

A. Department shall:

1. Not divide construction projects so as to evade the threshold amounts.

B. Procurement shall:

1. Ensure the selection/evaluation criteria and procedures to be used by the County are published with the solicitation for any solicitation in which selection is made other than to the lowest responsive, responsible bidder.
2. Require, as part of the bid documents, certification by an officer of the contractor confirming it meets the eligibility requirements to bid.
3. Prior to award of any construction or electrical work contract above the thresholds:
 - i. Conduct due diligence to confirm the recommended contractor is licensed by the State.
 - ii. Confirm the contractor is authorized to do business in Florida.

- iii. Confirm the contractor is not behind by more than ten percent on any progress schedule for any other project with the County.
- iv. Confirm the recommended contractor is not in violation of Florida or federal labor or employment tax laws (e.g., safety, tax withholding, workers compensation, unemployment tax, social security and Medicare tax, wage or hour, or minimum wage laws) within the five years prior to the deadline to submit bids.

II. OWNER DIRECT PURCHASE

The County, referred to as Owner in construction agreements, is authorized to direct purchase equipment, materials and supplies that are budgeted and included in projects pursuant to Section 212.08(6), F.S.; and Rule 12A-1.094, F.A.C., hereinafter referred to as owner direct purchase (ODP). Items to be considered in making the owner direct purchase (ODP) determination include the following:

- Potential sales tax savings by the County.
- Additional project management required by County personnel.
- Potential liability to the County for the delivery and storage of the material.
- Increase in insurance costs by the County for the protection of the equipment, material or supplies.
- Contractor or design-builder competitive bid process.
- Other specific project risks, including but not limited to, potential for delay.

Procurement, in consultation with the department prior to the issuance of an agreement for construction services, will determine if there is an opportunity for a benefit to the County to directly purchase equipment, materials and/or supplies required for the construction project directly from the supplier. If it is determined there is an opportunity and benefit to direct purchase the following procedures apply:

A. Department shall:

1. Obtain a list from the design professional to include in the bid documents of all equipment, material, and/or suppliers that may be subject to ODP. For design-build projects, the design-build team will propose equipment, material, and/or suppliers that may be subject to ODP.
2. Accept title on behalf of the County of the tangible personal property at the time of purchase or delivery by the supplier.
3. Issue a Certificate of Entitlement to each supplier and to the contractor or design-builder to affirm that the tangible personal property purchased from that supplier will go into or become a part of a public work.
4. Obtain documentation from the contractor or design-builder of all quotes received for the ODP items to serve as backup to the purchase requisition for the items.
5. Enter a requisition for the ODP items into the County ERP system and forward to Procurement along with the supporting documentation to include the quotes received, County Consumer's Certification of Exemption and Certificate of Entitlement.

6. Initiate a deductive change order with the contractor or design-builder. For bid and design-build projects, the deductive change order will be for the value of the purchase order plus sales tax and any other adjustments deemed necessary. In the event the purchase order is for an indefinite quantity, the change order will be initiated once the contractor or design-builder knows the final quantity.
7. Track all ODP to verify and reconcile accounts at the end of the project.
8. Upon receipt of the invoice for ODP items, forward a copy to the contractor or design-builder for verification of receipt and approval to pay.
9. Forward all repairs, maintenance or damage repair calls to the contractor or design-builder for resolution with the appropriate ODP supplier.



Form - ODP Cert of Entitlement.docx

B. Procurement shall:

1. Ensure the direct purchase language is included in the project contractual agreement.
2. Submit the project agreement, including the direct purchase language, to the State of Florida Department of Revenue for review and approval. NOTE: The Department of Revenue approved contractual language will control over other contractual terms. The following factors must be met to be exempt from sales tax for equipment, materials and supplies purchases:
 - i. The County must issue its purchase order directly to the supplier supplying the equipment, materials or supplies and must provide the supplier with a copy of its Florida sales tax exemption certificate.
 - ii. The supplier's invoice must be issued to the County, rather than to the contractor or design-builder.
 - iii. The County must make payment directly to the supplier from public funds.
3. Include notice that the project contract includes a provision for ODP or may be amended to include such a provision when the contract is presented for award.
4. Upon receipt of the approved requisition from the department, initiate a purchase order and attach a copy of supporting documentation to include quotes received, County Consumer's Certification of Exemption and Certificate of Entitlement.

C. Contractor or Design Builder shall:

1. Assume liability for the equipment, materials and/or supplies upon delivery to the jobsite.
2. Approve the delivery by verification and indicate so on the delivery ticket.
3. Upon verification and approval of the invoice, forward the invoice to the County for approval and payment.
4. Be responsible for obtaining and managing all warranties and guarantees in favor of and for the benefit of the County for all ODP equipment, materials and supplies as required by the agreement.

III. **STATUTORY REQUIREMENTS FOR CONSTRUCTION PROJECTS**

In accordance with Section 255.0525, Florida Statutes, the following requirements shall apply to construction projects:

A. **Procurement shall:**

1. For construction projects in which the projected cost is more than \$200,000, publicly advertise the solicitation in a newspaper of general circulation in Manatee County at least 21 days prior to the bid opening and at least five business days prior to any scheduled prebid conference.
2. For construction projects in which the projected cost is more than \$500,000, publicly advertise the solicitation in a newspaper of general circulation in Manatee County at least 30 calendar days prior to the bid opening and at least five business days prior to any scheduled prebid conference.
3. Publish the location, date and time bids will be opened in the solicitation or proposal newspaper advertisement.
4. If the location, date, or time of the bid opening changes, give written notice of the change as soon as practicable after the change is made.

NOTE: In cases of emergency (such as a natural disaster), the procedures required in this section may be altered in a manner that is reasonable under the emergency circumstances.

IV. **CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA)**

The acquisition of professional services defined as architectural, engineering, landscape architectural, or surveying and mapping services is conducted in accordance with Section 287.055, Florida Statutes, for projects that fixed capital outlay, study, or planning activities are required. For the acquisition of professional services in excess of the below limitations, the County will issue an RFQ solicitation for the services and make an award in accordance with Procedure No. 501.08.

A. **Single Project Contracts**

The CCNA procedure shall be followed when selecting firms to provide professional or design-build services for projects whose estimated basic construction cost is in excess of \$325,000 or a planning or study activity when the estimated fee for professional services exceeds \$35,000 and when selecting the consulting engineer of record (EOR) who provides plans, specifications and cost estimates for repairing, replacing and reconstructing damaged or destroyed County property. EORs may also serve as an extension of the County's staff as required. EORs will not be eligible to propose as a prime or a sub-consultant on any solicitation during the term of the EORs agreement with the County. There is no restriction regarding the award of successive contracts with the Consulting Engineer.

B. **Continuing Services Contracts**

The County may enter into a fixed term continuing contract for professional services in accordance with all the procedures of Section 287.055, Florida Statutes, whereby the supplier provides professional services to the County for projects in which the estimated construction cost of each individual project under the continuing contract does not exceed two million dollars (\$2M) and for study activity if the fee for professional services for each individual study

under the continuing contract does not exceed \$200,000. Suppliers providing professional services under continuing contracts shall not be required to bid against one another for work performed under the continuing contracts.

[END 501.09]

I. PROPOSAL EVALUATORS

The proposal evaluators evaluate and rank responses to RFOs, RFPs, RFQs and ITNs. Informal RFO solicitations are evaluated by a single evaluator. Formal, competitive RFP, RFQ, and ITN solicitations are evaluated by a committee.

The proposal evaluator for informal solicitations (RFOs) shall be an individual, approved by the Procurement Official, with a broad base of experience that relates to the subject of the solicitation. Proposal evaluators for formal competitive solicitations shall be approved by the Procurement Official and shall form an evaluation committee which will be structured as follows:

- A. A minimum of three members with a broad base of experience that relates to the subject solicitation. Generally, the committee should have no more than five members unless additional members are necessary to achieve a broad base of experience.
- B. Members should represent a cross-section of staff and, if applicable, other individuals who possess knowledge of the goods or services desired or possesses some other expertise or relevant experience related to the solicitation.
- C. At a minimum, a member of the department that is the primary user of the good or service must be part of the committee.
- D. May include members from outside the County.
- E. Where possible, the committee should not include individuals who directly report to other members of the committee.
- F. No one department will have a majority number of committee members.
- G. The County Commissioners, County Administrator, Deputy County Administrators, and personnel within Procurement shall not serve on a committee, except under special circumstances where those individuals are needed in order to obtain the necessary expertise.
- H. County attorneys will not serve on a committee except when legal or lobbying services are solicited or when their technical expertise is necessary.
- I. The requesting department will propose evaluators to be approved by the Procurement Official prior to advertising a solicitation. The Procurement Official will make the final determination as to the composition and number of evaluators.
- J. The Procurement Official may appoint technical subject matter experts (SMEs) to attend the technical evaluation committee meetings as a non-voting member. Technical experts will not participate in Committee deliberations except to answer specific technical related questions from the Committee members.
- K. Procurement will facilitate the proposal evaluation meetings and is not a voting member. Procurement's role in the evaluation of responses should be neutral; specifically, one of procedural advisory.

NOTE: A committee which meets to evaluate and rank formal, sealed solicitation responses are engaging in formal actions and such actions will take place in public in accordance with Florida's Government in the Sunshine Law (Sunshine Law) and Section 286.011, Florida Statutes. In accordance with Section 286.011, Florida Statutes, individual committee members are not

allowed to communicate with each other, whether verbally or in writing, anything concerning the solicitation or its responses outside of the scheduled and publicly noticed committee meetings.

II. GENERAL GUIDELINES

The following general guidelines apply to proposal evaluations:

A. Procurement shall:

1. Provide potential evaluators a copy of the Technical Evaluation Guidelines and Letter to Technical Evaluators including the incorporated Technical Evaluator Agreement for review and execution.
2. Prior to the due date for submission of proposals, conduct training and facilitate discussions with the evaluators regarding the evaluation process.
3. Provide at least five business days public notice of all evaluation committee meetings. Notice of meeting dates and times in the solicitation document or on the Procurement page of the County website constitutes the required public notice.
4. Once proposals are received, perform a due diligence evaluation of the proposals to determine responsibility and responsiveness; resolving all curable minor irregularities with the respondents prior to distributing proposals to evaluators.
5. The proposals for those firms deemed to be responsible and responsive are distributed to evaluators, along with the scoring forms, for individual review.
6. Only distribute proposal responses to evaluators after receipt of the Technical Evaluator Agreement executed by the evaluator.
7. Evaluate any pricing submitted based on a mathematical calculation for non-CCNA solicitations and upon completion of the technical evaluations, if applicable, present the pricing information to evaluators for consideration. If pricing includes factors other than a single price or cost, pricing will be evaluated by the evaluator based on best value to the County. The ranking for pricing will be determined as specified in the solicitation document and combined with the technical ranking.
8. The Procurement Official has the right to disband/terminate an evaluation at any time they deem it in the best interests of the County to do so.

B. Evaluators shall:

1. Execute the Technical Evaluator Agreement and return to Procurement. NOTE: Execution of the Technical Evaluator Agreement is confirmation of the individual's commitment to the responsibilities of an evaluator.
2. Not penalize a respondent due to lack of experience with the County or prior relationship with the County.
3. Once a Committee makes its final recommendation to the Procurement Official, it shall disband, having no further duties to perform.

III. EVALUATION OF RESPONSES

The following procedures apply to the evaluation of responses:

A. Procurement shall:

1. Publicly notice all evaluation committee meetings at least five business days prior to the meeting.
2. Develop all evaluation forms and documents.
3. Perform reference checks, compiling the results and providing to evaluators.
4. Clarify response information as requested by evaluators.
5. Oversee and coordinate the committee evaluation meetings and the respondent interviews, demonstrations and/or presentations.
6. Make a record of all attendees who are present at meetings.
7. Prepare minutes of all committee evaluation meetings including interviews, demonstrations and/or presentations.
8. Audio record interviews, demonstrations, and/or presentations.
9. Advise proposers who submit responses to clarification requests or prior to presenting or interviewing; that any material change to what is proposed is considered a material deviation and is not acceptable.
10. Be available throughout the solicitation process to answer any procedural questions.
11. Request and provide clarification or additional information on certain items or issues included in or related to a proposal to evaluators.
12. Prepare a Notice of Intent to Negotiate or Notice of Intent to Award, as applicable and provide the recommendation to the Procurement Official for approval (NOTE: in certain instances where economic, legal, political or financial aspects of the project warrants, staff may be directed to present the recommendation to negotiate to the County Administrator or Board of County Commissioners for approval prior to negotiations).
13. Upon approval post the Notice of Intent to Negotiate or Notice of Intent to Award, as applicable, on the Procurement page on the County Website and physically post in the public area of the Procurement Division.

B. Evaluators shall:

1. Disclose in writing to the Procurement Official prior to service as an evaluator, or as soon as the conflict becomes known, if he/she has a conflict of interest with respect to the proposals being evaluated. Activities, interests, and relationships deemed to be a conflict of interest that preclude a person from serving as an evaluator include, but are not limited to:
 - i. Employment with a proposer within one (1) year of the evaluation.
 - ii. Serving as a consultant for, or with, a proposer within one (1) year of the evaluation.
 - iii. Having current ownership interest in the proposer (investment funds are excluded).
 - iv. Serving as an officer or director for the proposer.
 - v. Being a party in any litigation/lawsuit with or against the proposer within two years of the evaluation.
 - vi. Involvement in investigation of the proposer where such investigation was concluded less than one year prior to the evaluation.

- vii. Having a family member (spouse, child, sibling, parent, in-law) with ownership in the proposer being evaluated at the time of the evaluation (investment funds are excluded).
 - viii. Having a family member (spouse, child, sibling, parent, in-law) employed by the proposer within one year of the evaluation.
2. Use a consistent scoring/ranking approach for all responses.
 3. Base their evaluation on facts as presented in the response, from inquiries for clarification, from client references, and during presentations with suppliers.
 4. Identify which proposers, if any, evaluators want to invite to an oral interview or presentation. Presentations may be in person or via communications equipment. The proposers may be short-listed, and interviews only conducted with those proposers who, after the initial technical evaluations, are deemed by the evaluators as having a reasonable probability of award.
 5. Provide details to Procurement on the format of the presentation meetings.
 6. Meet with proposers invited to the presentation meetings.
 7. Upon conclusion of the initial evaluations and any presentations, evaluators may re-evaluate their technical ranking for a specific proposer in any given evaluation criterion based upon all information presented.
 8. Meet for final evaluations and come to consensus on the final ranking of the proposers.
 9. Vote on which proposer or proposers, if any, to recommend for award or engaging in negotiations.

NOTE: If an evaluation meeting, or a portion of the meeting, is closed to the public, a complete audio record will be made by Procurement. Such recordings are exempt from public disclosure until notice of the intended decision is made or thirty (30) calendar days after the opening of the proposals, whichever is earlier. In the event the meeting is partially exempted, Procurement will announce the exemption at the onset of the meeting and inform all interested persons that the meeting will be re-opened to the public as soon as the committee completes its exempted discussions.

IV. ORAL PRESENTATION MEETINGS

Oral presentation meetings, which may include interviews and demonstrations, are publicly noticed at least five business days prior to the meeting, but are not attended by the public. Though the oral presentation meetings provide an opportunity for clarification to be given, they do not allow substantive material deviations from the requirements of the competitive solicitation or the submitted proposal. A substantive material deviation is one (a) that affects in any substantial way the scope, quality, or performance of the work; (b) which alters in a substantial way the County's rights or the proposer's obligations outlined in the solicitation or proposal; or (c) would affect unfairly the competitive position of other proposers or potential proposers.

V. PUBLIC RECORD

Responses to solicitations are subject to disclosure 30 days after the opening or when the Notice of Intent to Award is made (whichever is earlier) as provided by Florida Statute 119.071. However,

in the event all responses are rejected and Notice of Cancellation with the intent to resolicit is provided, all responses and other documentation for the cancelled solicitation shall remain exempt until the reissued solicitation is advertised or withdrawal of the reissuance of the solicitation is made, not to exceed 12 months after the Notice of Cancellation.

VI. CONTRACT NEGOTIATIONS

Negotiations are a fluid and dynamic process. Negotiation should include the project manager, other department representatives, Procurement, and other individuals with subject matter expertise representing the County as well as representatives from the recommended supplier. For contract negotiations, the following procedures apply:

A. Procurement shall:

1. Contact the supplier to arrange negotiation meetings.
2. Establish pre-negotiation meetings with County representatives to discuss optimum outcomes, acceptable outcomes and unacceptable outcomes.
3. Draft and distribute the negotiation agenda to all attendees prior to the meeting.
4. Ensure meetings are publicly advertised.
5. Facilitate the negotiation meetings.
6. Ensure an audio recording of the meeting is made and retained with the solicitation documents.
7. Record all agreed upon terms and conditions for inclusion in the final agreement.

B. Department shall:

1. Participate in the negotiation meetings.
2. Ensure that all County requirements are sufficiently addressed.
3. Provide research and analytical backup to other members of the negotiation team as needed to achieve a successful outcome.

[END OF 501.10]

Procedure No.:

501.11

Title:

**Cooperative Procurements
and Use of Other Government Agency Contracts**

(Issued 5/1/2019)

I. AUTHORIZATION

Procurement Code 2-26 authorizes the County's use of other governmental agency contracts and cooperative procurement contracts solicited by public bodies, to include local, county, state and federal entities, for the purpose of combining requirements to effect cost savings or reduce administrative expense in any acquisition of goods, services, or construction, except where prohibited by law. Purchases made in this manner, commonly called piggybacking, should not substantially differ in specification, quality or price from the terms of the contract and the contract must be in effect at the time of purchase by the County.

Further, in any agreement for the acquisition of goods, services, and construction between the County and a supplier which has resulted from a competitive solicitation process conducted by the County, the Procurement Official is authorized to include a term allowing the agreement to be utilized by other public agencies.

II. USE OF COOPERATIVES AND OTHER GOVERNMENT AGENCY CONTRACTS

The County may use other government entity contracts and cooperative contracts in lieu of an informal or formal solicitation process to purchase goods, services, and constructions when terms, pricing, and delivery are advantageous to the County and the contracts were competitively solicited in a manner that complies with Florida law and County policies. Examples of approved contracts are:

- State of Florida contracts
- Florida Sheriff's Association contracts
- General Services Administration (GSA), Cooperative Purchasing Program, where permitted by law (currently Schedule 70 and Schedule 84)
- Any other Florida governmental entity's contracts
- Multi-state cooperative purchasing agreements
- Local or State governmental purchasing cooperative agreements

A. Department shall:

1. Notify Procurement if it is aware of a cooperative or other governmental agency contract for goods, services, and construction it requires that has favorable terms, conditions, and pricing.
2. Provide Procurement with as much information as is available to assist Procurement with locating the contract and associated documentation.
3. Notify Procurement if it is aware that other institutions are planning to seek bids or proposals for a good, service or construction that the department needs and provide sufficient information to assist Procurement in arranging for a combined solicitation with

the other jurisdiction. NOTE: sufficient notice should be given to allow time for Procurement to coordinate the County's participation in the solicitation.

B. Procurement shall:

1. Obtain a copy of any existing cooperative or government agency contract that a department wishes to use.
2. Review the existing contract to determine if the terms and conditions meet the County's requirements;
or
Contact another agency regarding an upcoming solicitation and the potential for a joint contract.
3. Have the final determination for use of any cooperative agreements or other governmental agency agreements.
4. If approved for use, draft a Piggyback Agreement between the County and the supplier for the required goods, services or construction and obtain execution of the Agreement.
5. If required, obtain Board approval of the purchase.
6. Provide a copy of the fully executed agreement to the department and the supplier.
7. Ensure a copy of the Piggyback Agreement and the issuing agency's agreement with the supplier are filed electronically.

[END 501.11]

I. FORM OF CONTRACT

All contract documents for the procurement of goods, services, and construction that require execution by the County must be processed by the Procurement Division. This includes, but is not limited to, agreements for equipment rentals, meeting room rentals, and cloud-based software purchases regardless of the value of the purchase. When a written agreement is necessitated the following procedure applies:

A. Department shall:

1. If applicable, collaborate with Procurement to negotiation terms, conditions and pricing for the agreement.
2. Draft the scope of work, specifications, plans, drawings and other required documents and/or confirm the documents from the solicitation to include in the agreement.
3. Forward a requisition and the applicable documents to Procurement.

B. Procurement shall:

1. If the supplier will accept the County standard terms and conditions, draft an agreement using the CAO approved templates.
2. If the Supplier will not accept the terms of the Purchase Order or Agreement:
 - i. Negotiate the terms of an agreement consistent with the terms and conditions developed by the CAO.
 - ii. Use the current approved agreement templates to draft the agreement, noting any changes requested to the standard terms and conditions or, if the supplier requires use of their agreement, modify the agreement to include the CAO standard terms and format.
 - iii. Prepare a Request for Legal Services (RLS) requesting the County Attorney's Office (CAO) review of the agreement. The RLS must include a specified due date for completion by CAO, the agreement document and any other documents requiring review must be in Microsoft Word and be formatted correctly, free of grammatical and spelling errors.

II. TYPES OF CONTRACTS

Wherever possible, Procurement shall utilize the applicable, County Attorney approved contract template for the acquisition of goods, services, and construction. The Procurement Official shall ensure that all contracts are reviewed, and if necessary, revised by the County Attorney's office every 18 months. Procurement shall have the responsibility for determining the type of contract most applicable to each purchase. The following describe the contract types that are generally used by the County for entering into contractual agreements with suppliers and contractors:

C. Purchase Order

A purchase order is a written document generated by the County ERP software and issued to a supplier formalizing all the terms and conditions of the proposed transaction, such as description of the requested items, cost of items being purchased, delivery schedule, terms of payment and delivery location.

D. Construction Agreement

The construction agreement is an agreement between the Owner (County) and the general contractor, sets a date for completion, and specifies the parties that will participate in the construction process. The construction agreement contains 100 percent complete detailed documents such as architectural drawings, reports, specifications and other requirements that specifically define the item the contractor will construct. A stipulated sum for the completion of work is included in the agreement.

C. Design-Build Agreement

In this type of contract, architectural and engineering with construction are combined under one contract. The design-builder oversees and assumes the risk for all phases of design and construction. The Design-Build agreement is generally used for large, complex construction projects. Design-build agreements award a single contract for the provision of both architectural/engineering design and construction services. A guaranteed maximum price for the completion of work is included in the agreement.

D. Construction Manager at Risk Agreement

In this type of contract, the construction manager assists the County and County architects and engineers in development and design and then assumes the risk for construction (serves as the General Contractor). A guaranteed maximum price for the completion of work is included in the agreement.

E. Professional Services-(CCNA) Agreement

This type of contract is used for professional services as defined in Chapter 287.055 of the Florida Statute which means those services within the practice of architecture, engineering, landscape architecture, and surveying and mapping in connection with a capital construction project. These agreements may be for a specific project or continuing services for multiple projects over a specified period of time in which work assignments will be issued for each specific task or project. Hourly rates and fees for services are included in the agreement

F. Professional Services-(Non-CCNA) Agreement

This type of contract is used for professional services that are for work outside of the requirements of Chapter 287.055. The general purpose of this agreement is to engage the services of a consultant to perform needed services that are undetermined at the time the agreement is issued, such as appraisal services, traffic engineering, training, accounting, and medical in which blanket purchase order releases will be issued for each specific task or project during the agreement period. Hourly rates and fees for services are included in the agreement.

G. Non-Professional Services Agreement

This type of contract is used for non-professional services. The general purpose of this agreement is to engage service providers such as janitorial, grounds maintenance, and equipment maintenance in which specific work and pricing have been identified prior to entering into the agreement.

H. Revenue Generating Agreement

This type of contract is used when payment will be made to the County from the contracted supplier. These are typically used for concessions, catering, use of County facilities, and sponsorships and include a specified matrix for the calculation of revenues and the amounts to be paid to the County.

I. Lease Agreement

This type of contract outlines the terms by which the County agrees to use the property owned by the supplier. These are typically for office equipment and vehicles. The agreement specifies the regular payments to be made by the County to the supplier, the term of the lease and the procedures at the end of the lease period (e.g., buy-out price, any type of penalties, or return requirements).

J. Technology Agreement

This type of contract is generally very complex and requires considerable negotiations to reach agreement and often require the use of the supplier agreement documents. These are typically for computer hardware and software as well as telecommunications, video communications and cable networks in which terms, conditions and pricing are agreed upon prior to execution.

K. Piggyback Agreement

The County may use other government entity contracts and cooperative contracts to procure goods, services, and constructions when terms, pricing and delivery of the goods or services are advantageous to the County. For these types of acquisitions, the County issues a separate agreement to be executed by the County and the supplier confirming the supplier's concurrence to provide the goods, services, or construction under the terms, conditions and pricing of the agreement it has with another governmental agency as well as incorporating specific County terms and conditions as mandated by Statute and Ordinance.

L. Assignment, Assumption and Novation Agreement

This type of contract is used by the County when a contracted supplier is acquired by another organization, merges, or otherwise changes the federal identification number under which it operates. In this circumstance the County, the contracted supplier, and the acquiring organization sign an agreement that allows for the assumption of all of the contracted supplier's obligations to be transferred to the acquiring organization. The acquiring organization must agree to the pricing, terms, and conditions of the agreement between the County and the contracted supplier.

[END 501.12]

Procedure No.:
501.13

Title:
Protest

(Issued 5/1/2019)

I. SOLICITATION AWARD PROTESTS

- A. Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award a contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Procurement Official.
- B. Protest must be in writing and transmitted via email to purchasing@mymanatee.org or hand delivered to Manatee County Financial Management Department, Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida, 34205. The Protest must be submitted and received by the Procurement Official by 5 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. Postmark by the required date and time is not sufficient. It shall be the responsibility of the party transmitting the Protest document(s) to ensure that the document(s) was received by the County. The transmitting party will bear any risk of an interruption or failure in transmission of such documents.
- C. Protestor is not permitted to challenge the solicitation requirements, chosen procurement method, the evaluation criteria, the relative weight of the evaluation criteria, or the formula specified for assigning points to the evaluation criteria in its Protest. There is no stay of the procurement process during a protest.
- D. During any Protest, the Protestor is not permitted to contact or communicate with County Board members, officers or employees, other than the Procurement Official or designee and the County Attorney's Office, regarding the Protest.
- E. Once filed and received by the Procurement Official, the Protest may not be supplemented by the Protestor. However, the County has the right to seek clarification and additional information as needed.
- F. Failure to follow the requirements of this Protest Policy shall be just cause for rejection of the Protest and will result in an automatic disqualification of protestant for award for the pending solicitation.
- G. The Protest shall include the following information:
 - 1. The name, postal and email addresses, facsimile and telephone numbers of the Protestor;
 - 2. County solicitation title and number or contract title, as applicable;
 - 3. A concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes and constitutional provisions, the factual and legal basis, upon which the Formal Protest is based, with the inclusion of all supporting documentation. The Protestor waives its rights and remedies related to any grounds not specifically stated in writing;
 - 4. A statement of the specific ruling or relief requested; and
 - 5. Signature of the Protestor or an authorized agent of the Protestor.

- H. The Procurement Official shall have the authority to settle and resolve a Protest concerning the intended award of a contract. The Procurement Official shall promptly investigate the Protest and issue a written decision within thirty (30) days of the date the Protest is received.

II. APPEAL OF FORMAL PROTEST DECISION

- A. Following the Procurement Official's decision of the Protest, any adversely affected Protestor may file a request for appeal with the County Administrator within five (5) business days of notification of the Procurement Official's decision regarding the Protest. Appeals received after this timeframe shall not be considered.
- B. The request for appeal must state that the Protestor is submitting an appeal of the Procurement Official's decision.
- C. Failure to follow the requirements of this policy shall be just cause for rejection of the appeal.
- D. There is no stay of the procurement process during an appeal.
- E. An appealing party may be represented by legal counsel at its own expense.
- F. Once filed and received by the County, the appeal may not be supplemented. However, the County has the right to seek clarification and additional information as needed.
- G. The appeal must include the following information:
 - 1. The name, postal and email addresses, facsimile and telephone numbers, of the party filing the appeal;
 - 2. County solicitation title and number or contract title, as applicable;
 - 3. A concise statement indicating the grounds and evidence, including facts, rules, regulations, statutes and constitutional provisions, the factual and legal basis, upon which the appeal is based, with the inclusion of all supporting documentation. New grounds or evidence not previously set forth in the Protest will not be considered;
 - 4. A statement of the specific ruling or relief requested; and
 - 5. Signature of the party filing the appeal or an authorized agent of the party filing the appeal.
- H. Security Bond: The appeal must be accompanied by a security in the form of a bond payable to Manatee County Government in the amount of \$10,000. The surety issuing the bond must be authorized to do business in the State of Florida and be in compliance with the Florida Insurance Code. Any bond submitted shall have a duly executed power of attorney attached. In lieu of a bond, the County may accept an irrevocable letter of credit, cashier's or certified check, or money order. Noncompliance with this requirement, in whole or in part, will be deemed to be a waiver of the right to appeal. Said security shall be designated and held for the payment of any costs that may be levied against the appealing party. If Protestor's appeal is successful, the posted security will be refunded in full. If the County prevails, the County shall assess against the appealing party any reasonable costs incurred by the County in defending the Protest. Such assessment will be set forth in the written decision. Costs of the appeal assessed against the appealing party shall be paid to the County within five (5) business days after receipt by the appealing party of the decision of the County Administrator. Any costs not fully discharged by the amount of the appealing party's bond shall be paid by the appealing party. Failure to timely pay said costs shall result in the appealing party being

- suspended from competing for any other contract with the County until such payment is made in full.
- I. The County Administrator shall investigate the appeal and shall promptly issue a decision in writing to the Protestor.
 - J. If the Protest is upheld, the relief granted may include, but is not limited to one or more of the following:
 - i. Cancel the solicitation and/or contract.
 - ii. Award in part.
 - iii. Re-compete the procurement.
 - K. In no event will a contract be automatically awarded to protestant because the Protest is upheld. Nothing herein shall prevent the County, at its sole discretion, from providing for an alternative remedy which is in the best interest of the County and in compliance with any applicable law.
 - L. During any appeal, no contact with County Board members, officers or employees, other than the County Administrator, Procurement Official or their designee and the County Attorney's Office, is permitted from Protestor.
 - M. Decisions of the County Administrator are final, subject to appeal by appropriate court action.

[END OF 501.13]

I. CONTRACT ADMINISTRATION

The integrity of the public purchasing process demands that goods and services be furnished, received, invoiced and paid as specified in the contract. Per Chapter 2-26, of the County Code of Ordinances (Purchasing Code) the County Administrator, in consultation with the Procurement Official, is authorized to adopt systems, procedures, standards, reporting and evaluation tools related to the effective administration of County contracts, and the evaluation of performance of suppliers doing business with the County.

Contract administration begins upon final execution of the agreement. The purpose of contract administration is to ensure that the performance of the Supplier and County is in accordance with the specifications and/or scope of work, the terms and conditions, and other contractual provisions of the agreement. As part of the agreement document, the Procurement Division will designate a contract administrator. Every reasonable effort should be made by the department contract administrator to ensure performance data are recorded and performance concerns addressed in a timely and factually accurate manner. Departments are responsible for the day-to-day administration of their assigned agreements, including resolving issues that may arise with a supplier.

II. PRIOR TO COMMENCEMENT OF WORK

Prior to the commencement of work on a new contract, the following procedures apply:

A. Department shall:

As applicable, conduct a preliminary meeting with the supplier to ensure the supplier understands the scope and performance requirements of the agreement.

B. Procurement shall:

1. Confirm all required bonds, insurance certificates, or any other document required by the agreement has been received from the supplier.
2. Retain a copy of all insurance certificates and bonds.
3. Issue the purchase order to be used for payment processing.
4. Email the purchase order to the supplier.
5. Distribute the agreement document to the contracted supplier(s), the department fiscal processing team, and to the contract administrator identified in the agreement.
6. Provide the contract administrator with details regarding the content and performance requirements of the agreement and their role in administering the agreement.
7. If requested by the contract administrator, attend preliminary meeting with the supplier to ensure the supplier understands the performance requirements of the agreement.

III. DELIVERY OF GOODS AND SERVICES

For the delivery of goods and services the following procedures apply:

Department shall:

1. Oversee the delivery of goods and/or provision of services to ensure the supplier and the County are in compliance with the terms and conditions of the agreement.
2. Maintain a written record of the vendor's performance under the contract.
3. For unacceptable goods or services:
 - i. Return to the supplier any portion of a shipment of goods determined to be unacceptable by the department and make a written request for the shipment of a replacement or that a credit be issued to the County for the returned good(s); or
 - ii. If the services provided are determined to be unacceptable, contact the supplier via email, phone or in person, and provide written notice of the deficiencies and the time-period to cure, in accordance with, and citing the applicable provisions of, the agreement. If the agreement is silent on a time-period to cure, then the contract administrator should establish a reasonable deadline in light of the terms of the agreement.
4. As applicable, provide record of receipt of the goods/services in the County's ERP database, sign the delivery slip acknowledging receipt, or sign the proper invoice authorizing payment.

IV. INVOICE PAYMENT

For invoice payment the following procedures shall apply:

A. Department shall:

1. Review invoices to ensure the charges and/or fees are in compliance with the agreement.
2. Process all proper invoices in accordance with Part VII, of Chapter 218, Florida Statutes (the Florida Prompt Payment Act) and the provisions of the agreement as follows:
3. For non-construction services: The time at which payment is due must be calculated from:
 - (i) The date on which a proper invoice is received by the Manatee Clerk of the Court, Accounts Payable
 - (ii) If a proper invoice is not received, payment must be made as follows, whichever is latest:
 - (a) The date on which delivery of goods is accepted;
 - (b) The date on which services are completed;
 - (c) The date on which the rental period begins; or
 - (d) The dates which are provided for in the agreement;
4. For construction services: The time at which payment is due must be calculated as follows:
 - i. If the proper invoice must be approved by an agent prior to being submitted to the County, payment is due twenty-five (25) business days after the date on which the proper invoice is stamped as received.
 - ii. If an agent approval is not required, payment is due twenty (20) business days after the date on which the proper invoice is stamped as received.

- iii. All payments due and not made within the time periods specified will bear interest at the rate of one percent (1%) per month, or the rate specified in the agreement, whichever is greater.

B. Procurement shall:

Forward any invoice received to the requesting department for processing.

V. INVOICE DISPUTE RESOLUTION

Disputed supplier (the term supplier in this section includes contractors) invoices and payment requests shall be processed as follows:

A. Department shall:

- 1. Reject the improper invoice within twenty (20) business days after the date on which the invoice is stamped as received. The rejection must be written and must specify the deficiency and the action necessary by the supplier to correct the invoice and submit a proper invoice to the County (see *Payment Request Deficiencies* letter). The letter may be transmitted via email with request delivery or read receipt or sent via certified U.S. Mail.



Letter - Invoice
Dispute.doc

- 2. If an invoice is rejected and the contractor submits a corrected invoice which resolves the deficiency, the corrected invoice must be paid or rejected on the later of:
 - i. Ten (10) business days after the date the corrected invoice is stamped as received;
 - or
 - ii. If approval of the corrected invoice is required by the Manatee County Board of County Commissioners (Board), the first business day following Board approval of the corrected invoice.
- 3. If a dispute between the County and the contractor cannot be resolved, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the agreement. In the absence of a prescribed procedure in the agreement, the dispute must be resolved as follows:
 - i. The undisputed portion of an invoice will be paid timely as shown above in paragraph IV.A(2).
 - ii. Efforts to resolve the dispute must commence no later than forty-five (45) days after the date on which the invoice was received and be concluded by final decision not later than sixty (60) days after the date on which the invoice was received.
 - iii. If the dispute is resolved in favor of the County, interest charges shall begin to accrue fifteen (15) days after the dispute is resolved.
 - iv. If the dispute is resolved in favor of the supplier, the County shall pay interest as of the original date the payment was due.
- 4. As applicable, receive the goods/services in the County's ERP database or sign the corrected proper invoice authorizing payment.

5. Forward the corrected invoice to the Manatee Clerk of the Court, Accounts Payable for payment.

B. Clerk of the Court Accounts Payable shall:

1. Verify the proper invoice and supporting documentation.
2. Contact the department, if additional information or supporting documentation is required.
3. Process the invoice for payment.

VI. BACK ORDERS AND PARTIAL PAYMENTS

A back order occurs when the supplier is unable to ship a complete order and ships a portion of that order, with the remaining items to be shipped at a later date. If partial orders are received, the following procedure applies:

Department shall:

1. Upon receipt of a delivery with back ordered items, authorize payment for only those items received, unless the agreement specifically requires complete delivery prior to payment.
2. Process a receiving report for the partial shipment in the County ERP database authorizing payment.

VII. EXPEDITING

If the department requires a delivery time earlier than previously agreed upon the following procedures apply:

A. Department shall:

1. Contact the supplier to determine if the supplier can accommodate the expedited delivery and if any additional cost would be associated with the change. If supplier can accommodate the expedited request, obtain written confirmation of the delivery date and any additional cost.
2. Contact Procurement via email of any changes in the delivery date.
3. As applicable, enter a request into the County ERP database for any additional costs.

B. Procurement shall:

Issue a change order and send it to the supplier via email or certified mail.

VIII. SUPPLIER PERFORMANCE

Supplier performance monitoring and reporting must be routinely conducted to ensure full performance of the agreement requirements. For supplier performance monitoring and reporting the following procedures apply:

A. Department shall:

1. Provide regular supplier performance reporting to Procurement utilizing the *Supplier Performance Evaluation Form* (see template):



Form - Supplier
Performance Eval, Coi



Form - Supplier
Performance Eval, Go



Form - Supplier
Performance Eval, Rev

2. For on-going agreements, supplier performance should be evaluated at least one (1) time every six (6) months.
3. For one-time purchases and construction projects, evaluate supplier performance at least one (1) time every six (6) months or at the end of the project, whichever occurs first.
4. Report any supplier performance complaints to Procurement as they occur using the *Supplier Performance Issues* form (see template immediately following this procedure).
5. Ensure the supplier has a current and valid insurance certificate(s) and bonds on file with the County throughout the term of the agreement by doing the following:
 - i. Keep on file the expiration dates of each type of insurance and/or bond.
 - ii. Review the expiration dates of these documents on a monthly basis.
6. Contact the applicable supplier at least thirty (30) days prior to any expiration date and request an updated insurance certificate or bond utilizing the *Insurance/Bond Notice* (NOTE: insurance certificates on a standard ACORD may be forwarded directly from the underwriter or insurer via email or U.S. Mail).



Email-Letter,
Insurance Bond Notice

7. If the updated insurance certificate or bond is not received within ten (10) days of expiration, make a written second request to the supplier utilizing the *Insurance/Bond Notice* template provided above to the supplier.
8. Receive and retain a copy of the updated insurance certificates and/or bonds.
9. Confirm with Risk Management that the types and minimum amounts meet County requirements.
10. Update the expiration date(s) in the applicable file(s)
11. If the updated insurance certificate or bond is not received by the expiration date, contact the supplier and stop all work until the updated insurance certificate or bond is received.
12. Contact Procurement if supplier performance deficiencies are not cured within the prescribed time-period after notification by the department.

B. Procurement shall:

1. Objectively review and evaluate the information regarding supplier performance provided by the contract administrator.
2. Assist the department in the interpretation of the agreement provisions.
3. Provide written feedback to the supplier regarding its performance.
4. Assist the department in addressing any deficient performance issues with the supplier.
5. Provide appropriate notice to the supplier of potential termination of the agreement and/or suspension or debarment of the supplier.

6. Conduct any final actions for termination of the agreement, and if applicable, suspension or debarment of the supplier.
7. Make an entry into the applicable supplier record in the County database regarding the termination, suspension or debarment.

IX. CONTRACT MODIFICATIONS

For contract modifications, the following procedures apply:

A. Department shall:

1. Determine any changes needed to the agreement.
2. With the assistance of Procurement, negotiate any changes to the agreement with the supplier.
3. Assist with preparation of the amendment or change order documents.
4. Enter a requisition into the County's ERP database requesting the change.

B. Procurement shall:

1. Obtain execution of the written change orders or amendments by the Procurement Official for all agreements in which the cumulative agreement costs, including all change orders or amendments, do not exceed \$500,000.
2. Obtain execution of the written change order or amendment by the County Administrator or designee for construction contracts which exceed \$500,000 for changes due to circumstances beyond the scope of requirements, to include the following:
 - i. Adding discretionary days, not to exceed 20% of the total construction schedule originally approved by the Board; or
 - ii. Adding discretionary payments up to 10% of the original contract amount, not to exceed a cumulative total of \$100,000 above the amount originally approved by Board.
3. Process all requisitions for modifications to contracts including change orders and amendments.
4. Obtain Board approval of the changes, if required.

NOTE: For construction, the department is authorized to execute Administrative Change Adjustments (ACA), to add time for completion not to exceed a cumulative total of 20% of the contract total or to increase the dollar amount not to exceed a cumulative total of 10% of the contract amount without further approvals. The department must enter a requisition in the County ERP system for all such ACA changes. Procurement's role in the ACA process is to verify the change does not exceed the established approval thresholds delegated to the department and process the requisition.

X. CONTRACT EXPIRATION

For contract expirations the following procedures apply:

A. Department shall:

1. Monitor the expiration date of the agreement.
2. At least one hundred and twenty (120) days prior to the agreement expiration date, contact Procurement and provide its determination as to whether any renewal options will be exercised, if the agreement will be allowed to terminate, and/or if the goods or service should be re-solicited for a new agreement.

B. Procurement shall:

1. Notate contract expirations in the County ERP system at the time the contract is issued, or any renewal options exercised, and enter the correct department representative to receive expiration notifications.
2. Collaborate with departments on those agreement in which there is a continuing need for the good or service, to ensure that agreements are renewed, or new agreements issued prior to the contract expiration.

XI. RENEWAL/EXTENSION OF CONTRACTS

Agreements may be extended in accordance with the renewal option(s) specified in the agreement or, in special circumstances, upon approval by the Procurement Official and/or the Board, as applicable. To ensure the continuity of service or supply of goods, expiring agreements, that do not have renewal options, may be extended by the Procurement Official for up to six months to allow time for the completion of the solicitation process for a new agreement. For renewals or extensions of agreements the following procedures apply:

A. Department shall:

1. Notify procurement that a renewal and/or extension of the agreement is required.
2. Provide details of any price increases or changes to other terms of the agreement that have been requested by the supplier.
3. Confirm that all required insurances and bonds are current and valid. If not, obtain this documentation from the supplier. NOTE: If a review of the insurance certificate or bond is required, department will coordinate the review with Risk Management.
4. Submit a request for the renewal/extension and provide all supporting documentation.

B. Procurement shall:

1. Schedule and conduct negotiations with the supplier in collaboration with the department, if applicable.
2. Create an amendment/change order to the agreement. Obtain execution of the amendment/change order by the supplier.
3. Draft an agenda summary and obtain Board approval, if required.
4. Process the requisition extending the agreement term.
5. Distribute the fully executed amendment/change order to the supplier and the department.

XII. EARLY CONTRACT TERMINATION

Contracts may include a provision that allows the County to cancel a contract, without cause, by giving written notice to the company. Early termination may also occur based on the default and termination contract provisions. For early termination the following procedures apply:

If the department wishes to terminate the agreement for convenience:

A. Department shall:

Notify Procurement in writing of any request for early termination and the reasoning for the early termination.

B. Procurement shall:

1. Notify the supplier in writing of the termination per the terms of the agreement.
2. Process a change order/amendment to terminate the agreement.
3. Obtain Board approval of the termination, if required.

If the supplier is in default of the agreement:

A. Department shall:

1. Document all supplier noncompliance in writing and submit to the supplier with a copy to Procurement that describes the default and the actions taken by the department to provide the supplier with the opportunity to cure per the terms of the agreement.
2. Notify Procurement, and if applicable the County Attorney's Office, of the continued default.

B. Procurement shall:

1. Notify the supplier of the default and potential for termination per the terms of the agreement.
2. Set up a meeting between Procurement, the department and the supplier to discuss an action plan to cure the deficiencies.
3. Establish a written timeline for the correction of deficiencies.
4. Process a change order/amendment to terminate the agreement.
5. Obtain Board approval of the termination, if required.

XIII. CLAIMS AND DISPUTES

A claim is a written demand or assertion by the County or the supplier seeking an adjustment or interpretation of the contract, payment of money, extension of time or other relief with respect to the terms of the contract. These include, but are not limited to, all claims or disputes by a contractor against the County relating to an executed or executory contract, except bid protests, including, without limitation, breach of contract, mistake, misrepresentation, or other such claims or disputes. The responsibility to substantiate a claim will rest with the party making the claim. Compliance with the requirements of this Section are in addition to any requirements

or remedies of applicable law or the specific terms of the agreement. The County expressly does not waive such requirements or remedies by also requiring compliance with this Section.

Where there is no claims and disputes process detailed in the agreement, the following procedures apply:

A. Supplier shall:

Submit its claim or dispute in writing to the Procurement Official for an initial informal review and determination.

B. Procurement shall:

1. The Procurement Official will review the claim or dispute and may request more information or clarification from the supplier or the affected department.
2. Seek counsel from the County Attorney's Office, if required.
3. Set up a meeting with the affected parties to come to a resolution.

If the claim cannot be informally resolved the following procedure applies:

A. Supplier shall:

1. In accordance with the requirements of Section 2-26-63 of the Procurement Code, file a formal claim in writing to the chair of the county commissioners within sixty (60) days of the last date on which the supplier provided any goods or services required by the agreement OR within sixty (60) days after the date on which the supplier knew or should have known such claim existed, whichever occurs first.
 - i. To facilitate handling of claims, the envelope shall be labeled "Contract Claim."
 - ii. The written contract claim shall include, at a minimum, the following information:
 - (a) The name and address of the contractor filing the contract claim and name and address of any legal counsel, if such exists;
 - (b) Appropriate identification of each specific item subject to the contract claim, with written proof that the parties attempted to resolve the matters prior to the supplier filing the formal claim;
 - (c) Reasonable identification of the provision(s) of the contract between the County and the contractor, the County ordinances or other applicable law, which may be applied to the claim; and
 - (d) Supporting exhibits, evidence, or documents to substantiate any subject or item of the contract claim.
2. Supply any additional information requested by the County.

B. Procurement shall:

1. The Procurement Official is authorized to resolve any claim arising out of the performance of a County contract at any time during the contract claim process, subject to approval of the Board if required.

2. Provide written notice to the supplier of the Procurement Official's decision, via hand delivery or certified mail or other means as agreed by the parties, to the notice address listed on the claim.
3. Inform the supplier of the finality of the Procurement Official's decision and its right to request an administrative hearing before a Manatee County Hearing Officer within ten (10) calendar days, in accordance with Section 2-26-64 of the Purchasing Code.

[END 501.14]

I. ADVANCE PAYMENTS

In accordance with Florida Statutes § 28.235, the Manatee County Clerk of the Circuit Court and Comptroller (Clerk of Court) is authorized to make advance payments on behalf of Manatee County for goods and services, including, but not limited to, memberships, maintenance agreements, software support and maintenance, and subscriptions. Advance payments shall be pursuant to the established procedures requiring advance approval by the Clerk of Court for the payment. The procedure to obtain approval is as follows:

A. Department shall:

Prior to submitting a requisition or placing an order:

1. Obtain a quote from the supplier for the good or service.
2. Confirm with the supplier regarding their payment terms (e.g., will they accept payment after the delivery of the goods or services or do they require payment in advance before delivery). If supplier will only accept payment in advance, the following applies:
 - i. **For purchases up to \$25,000:**
 - (a) Obtain written confirmation (email) from the supplier it will not accept any payment arrangement other than payment in advance.
 - (b) Complete an Advance Payment Memo
 - (c) Forward Memo to Procurement with all supporting documents
 - ii. **For purchases \$25,000.01 and greater:**
 - (a) Obtain a signed affidavit from the supplier attesting that it requires advance payment, in full, and will not accept any other payment arrangement.
 - (b) Complete an Advance Payment Memo (see example below) explaining why the good or service is required and requesting approval of the advance payment.
 - (c) Forward the Memo, affidavit and other supporting documents to Procurement.



Memo - Advanced
Payment LESS THAN



Memo - Advanced
Payment GREATER TH

3. Enter a requisition into the County's ERP database.
4. Note the requisition number on the Memo and forward to Procurement as supporting documents for the requisition.

B. Procurement shall:

1. Review the Advance Payment Memo and conduct due diligence to confirm the claims of the advance payment request.
2. Take any action necessary to gather additional information required to process the advance payment request.

3. Complete the Memo and forward to the Clerk of Court via email with the supporting documents, including the quote, for approval. NOTE: cc: the requesting department director, the County Director of Financial Management, and Clerk of Court's Accounts Payable Supervisor.
 4. Upon approval by the Clerk of the Court, process the requisition to create a purchase order. NOTE: If advance payment is not approved by the Clerk of Court, contact the requestor to discuss other options for obtaining the good or service.
 5. Main a file with the Memo and supporting documents.
 6. Forward the purchase order to the supplier.
- C. **Clerk of Court Accounts Payable shall:**
1. Match the Purchase Order with the applicable invoice from the supplier.
 2. Verify the advance payment with the Memo and supporting documents.
 3. Contact the requesting department's fiscal services representative for any questions or missing documentation required to process the invoice for payment.

[END 501.15]

I. PURCHASING CARD PROGRAM

The County purchasing card (PCard) program is designed to improve efficiency in the processing of small dollar purchases from a wide variety of suppliers in approved categories. The use of the PCard does not eliminate the obligation of the user to obtain quotes and required insurances, or confirm supplier's status on any applicable convicted, suspended, or debarred supplier lists as provided for in the Manatee County Administrative Standards and Procedures. Procurement responsibility is delegated to the department, enabling an authorized Accountholder (those individuals to whom the County has issued a PCard) to place an order directly with the supplier.

NOTE: These procedures provide a high-level overview of the processes applicable to the use of PCards. The Purchasing Card Manual must be referenced for the detailed policies and procedures applicable to the use of PCards and is available on the County iNet or by contacting Procurement.

A PCard is an authorized method of pay for purchases of goods and services for the County. These purchases are to only be made for official business on behalf of the County. Accountholders can purchase goods and services directly from those suppliers who accept credit cards issued by the County. Accountholders are encouraged to use their PCard for all transactions that fall below the small/micro purchase threshold of \$2,500. This will allow the County to fully realize the potential benefits of the Program which includes:

- Greater accountability
- Convenience of ordering needed items, including those from on-line sources
- Expediting the delivery of goods or services
- Expanding the list of merchants from whom purchases can be made
- Expediting payment to the merchant
- Lowering the overall transaction processing cost per purchase
- Increasing the amount of cash rebates to the County from the issuing institution
- Providing management reporting of spend
- Reducing paperwork
- Simplifies the procurement process for small dollar purchases

A. Procurement Official shall:

1. Assume overall responsibility for administering the PCard Program.
2. Designate a PCard Administrator.
3. Establish PCard procedures.
4. Inform requesting department directors or designees of situations involving improper use of a PCard.
5. Revoke the delegation of purchasing authority of an Accountholder when required.
6. Ensure coordination with the Clerk of the Circuit Court's Finance Department.

7. Review, amend, and approve requests for individual PCards submitted by department directors.
8. Establish, revoke, modify, or suspend any individual's access to use of a PCard, or the WORKS application, if it is determined that such action is in the best interest of the County.

B. PCard Administrator shall:

1. Coordinate the issuance and cancellation of PCards.
2. Participate in ongoing Program reviews.
3. Assist Accountholders in resolving billing disputes.
4. Coordinate and maintain internal controls, including authorization of PCards and changes of spending authority based on Board declared emergencies.
5. Distribute procedures and Accountholder guides/manuals.
6. Establish and monitor benchmarking objectives.
7. Conduct PCard training for Accountholders, Proxy Reconcilers and Approvers.
8. Evaluate PCard feedback from suppliers and Accountholders.
9. Monitor, and adjust as needed, Merchant Category Code (MCC) Groups.
10. Conduct periodic audits to ensure that departments in compliance with the procedures set forth in the Manatee County Administrative Standards and Procedures Manual and the Purchasing Card Procedures Manual.
11. Follow the PCard Procedure for Fraudulent Charges, upon notification of suspected internal fraud.
12. Follow the PCard Procedure for Infractions and Consequences, upon notification of suspected Accountholder misuse and/or abuse.

C. Department Directors shall:

1. Review and approve or deny individual requests for purchasing cards for employees within their department.
2. Set Accountholder spending limits within delegated authority and under the established guidelines.
3. Appoint a Proxy Reconciler and Approver for each Accountholder in their department.
4. Ensure supporting documentation for PCard transactions are submitted in a timely manner for payment processing.
5. Address situations involving improper use of the purchasing card.
6. Discipline Accountholders who violate the Purchasing Card Program Procedures and related Manatee County Purchasing Administrative Standards and Procedures pursuant to the Manatee County Personnel Policy.

D. Designated Department Proxy Reconcilers shall:

1. Upon appointment by the department director, serve as a Proxy Reconciler for each Accountholder in their department.
2. Serve as liaisons to Procurement and Finance.

3. Reconcile transactions for Accountholders under their purview, and sign off on the transaction(s) in the Bank of America WORKS application on behalf of the Accountholder; follow up to ensure the transaction(s) has been signed off by the Approver in WORKS.
4. Ensure transactions that post to the WORKS application are signed off and all appropriate backup documentation is sent to the Finance Department weekly.
5. Respond to requests from the Finance Department for additional supporting documentation or clarification of purchase. Such requests should be responded to in a prompt manner (within 24 hours, if possible).
6. Assist Accountholders on all disputed purchases, credits and billing errors. Disputes or errors that cannot be resolved will be referred to the PCard Administrator or designee.
7. Collect expired purchasing cards and distribute renewal cards as provided by the PCard Administrator or designee.
8. Notify the PCard Administrator or designee of Accountholders who have transferred to another department or have left the employment of Manatee County. In either case, the departmental Proxy Reconciler shall collect the Accountholder's purchasing card and may either shred the card or deliver it to the PCard Administrator for destruction. The Proxy shall also communicate with the exiting Department's Human Resources liaison to ensure that HR Form 114, Property Checklist (Exhibit C) has been completed.
9. Notify the department director and the PCard Administrator of suspected misuse, abuse, or fraud on cardholder transactions.

E. Accountholders shall:

1. Hold and secure assigned purchasing card.
2. Not split transactions to circumvent the spending limits on their PCards.
3. Ensure that all purchases serve a public purpose.
4. Ensure that purchases are not available through a blanket purchase agreement.
5. Ensure that purchases are in compliance with the Purchasing Card Program procedures and relevant sections of the Manatee County Procurement Administrative Standards and Procedures.
6. Obtain and retain quotes for purchases over \$2500 and all required insurances.
7. Obtain detailed invoices or itemized receipts for all purchases. The invoice must have a method of payment clearly identified and show a zero-balance due.
8. Ensure that Florida sales tax is not charged on purchases. If tax is charged a credit must be obtained.
9. For sales taxes charged less than \$6.00, make a reasonable effort to obtain credit from the supplier. If unsuccessful, document the effort to obtain credit under "Comments" on the transaction in the WORKS application. 'Reasonable effort' shall mean contacting the supplier and documenting the date, time, name of person spoken to, and their response to the request.
10. Order materials or service as authorized by the Accountholder's approved Single Transaction Limit.
11. Submit sales receipts/invoices to the designated Departmental Proxy Reconciler as soon as possible after making the purchase, at a minimum, weekly.

12. Identify and follow up on reported fraudulent activity, disputed charges and credits for sales tax until resolved. Prepare proper paperwork when required.
13. If fraud is suspected, notify Bank of America Fraud immediately.
14. If a card is lost or stolen, notify Bank of America Fraud immediately.
15. Maintain documentation as required by Board Policy and the Purchasing Administrative Standards and Procedures for audit purposes.
16. Comply with internal control procedures in order to protect the County's assets. Responsibilities include keeping receipts, reconciling monthly statements and following proper card security measures.

F. Approvers shall:

1. Review transactions for accuracy to include, but not limited to, verifying comments have been entered; items are not available through a blanket purchase agreement; account key and object code are correct; and that the purchase serves a public purpose.
2. Notify the cardholder if the purchase does not comply with the Purchasing Card Procedures.
3. Approve transactions in the PCard issuer's database, WORKS.

G. Clerk of the Circuit Court Accounts Payable shall:

1. Review the Transaction Report for Finance and supporting documentation from the departmental proxy reconcilers on a daily basis.
2. Perform the standard pre-audit function on each purchasing card transaction, and review the supporting documentation for adherence to County policies and procedures, including, but not limited to, the Purchasing Card Procedure and the Purchasing Administrative Standards and Procedures.
3. Process the purchasing card payment from the monthly billing statement.
4. Notify the PCard Administrator of any Accountholder or Departmental Proxy Reconciler who is failing to comply with the terms of this program as defined in Prohibited Actions.

II. SUSTAINABLE PROCUREMENT

Manatee County has an interest in making purchases that preserve the environment and energy as defined by Section 2-26-8 of the Manatee County Code. When developing any procurement standards or procedures or when engaging in any procurement activities including but not limited to:

- Developing bid specifications or proposal requests;
- Designing projects for construction; or
- Specifying goods to be purchased.

Procurement Official shall:

Make efforts, within authorized budget limits, to ensure that those activities listed above provide for sustainable products and services, when applicable, and embrace the goals of preservation of natural resources, reduction of environmental impact, and increasing energy efficiency.

III. **FEDERALLY FUNDED PROCUREMENT**

Common areas where federal grant monies are received are transportation, planning, sewer, community development, aviation, beach renourishment and emergency management. When a project is partially or fully funded by federal grants the following procedures apply:

A. **Department shall:**

1. Notify Procurement of the grant requirements.
2. Provide a copy of the grant requirements to Procurement Division.
3. Ensure that Federal grant requirements do not prohibit the use of previously-awarded suppliers.
4. Obtain an independent estimate of cost prior to issuing bids or proposals.
5. Maintain property records that include a description of all federally funded equipment, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number (FAIN), record of title, the acquisition date, the cost, the percentage of Federal participation in the purchase, the property location, use and condition, and the ultimate disposition of the property including disposal date and sale price.
6. Take a physical inventory of the property and the results reconciled once every two (2) years.
7. Develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated and documented.
8. Develop adequate maintenance procedures to keep the property in good condition.
9. Ensure that property authorized for sale is sold in a manner ensuring the highest possible return.
10. When original or replacement equipment is no longer needed for its original purpose, request disposition instructions from the federal awarding agency, if required by the terms and conditions of the federal award.
11. May retain, sell, or otherwise dispose of federally funded equipment with a current per unit fair market value \$5,000 or less.
12. Maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
13. Whenever feasible, specify items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

B. **Procurement shall:**

1. Utilize the procedures in this Manual to the extent they do not conflict with Federal procurement standards or the specific requirements of the grant.
2. Follow the Federal procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for the Federal Awards (Uniform Rules), II CFR §§

200.213 and 200.317 through 200.326 and 2 C.F.R. Part 200, App. II (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).

3. Conduct all procurements for items funded with Federal funds in a manner that provides for full and open competition.
4. Confirm that the price/costs for micro/small purchases up to \$2,500 is reasonable.
5. Obtain price and rate quotes from an adequate number of qualified sources for purchases between \$2,501 and \$150,000.
6. Issue an IFB, RFP, RFQ or ITN for purchases greater than \$150,000 in accordance with 2 CFR Section 200.320.
7. Perform an analysis to determine the most economical approach to purchasing alternatives such as lease versus purchase and to avoid the purchase of unnecessary or duplicative items.
8. Award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
9. Take steps to assure that minority businesses, women-owned business enterprises, and labor surplus area firms are used by County prime contractors whenever possible.
10. Take steps to assure small and minority businesses as well as women-owned business enterprises have access to, and notice of, County solicitation opportunities.
11. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women-owned business enterprises.
12. If required, perform a cost or price analysis in connection with procurements subject to Federal procurement guidelines in excess of \$150,000, including contract modifications or change orders greater than \$150,000, which shall include an independent estimate of cost prior to issuing bids or proposals.
13. If required, negotiate profit as a separate element of the price for proposals where price is not considered in the award, profit. In determining whether profit is fair and reasonable, Procurement will consider the complexity of work, the risk to be borne by the contractor, the contractor's investment, the amount of subcontracting necessary, the quality of the contractor's record and past performance, and industry profit rates for the surrounding geographical area. NOTE: Cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.
14. If required, obtain a bid guarantee from each bidder equivalent to 5% of the bid price.
15. If required, obtain a performance bond and payment bond on the part of the contractor for 100% of the contract price.
16. Address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for sanctions and penalties as appropriate for contracts in excess of \$150,000.
17. Address termination for cause and for convenience by the County including the manner by which it will be affected and the basis for settlement for contracts in excess of \$10,000.

18. Include the Equal Employment Opportunity clause as required by 2 C.F.R. Part 200, App. II, and set forth in 41 C.F.R. 60-1.4 (Equal Opportunity Clause), in all contracts.
19. When required, ensure all prime construction contracts in excess of \$2,000 include a provision requiring compliance with the Davis-Bacon Act paying laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination issued by the U.S. Department of Labor.
20. Include a provision in the contract for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”) stating that each contractor or subrecipient must be prohibited from including, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
21. Where applicable, ensure all contracts in excess of \$100,000 that involve mechanics or laborers include a provision for compliance with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708.
22. Where applicable, ensure a clause requiring compliance with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, 37 C.F.R. Part 401.
23. Ensure contracts in excess of \$150,000 require compliance with the Clean Air Act (42 U.S.C. 7401-7671q) and Federal Water Pollution Control Act,(33 U.S.C. 1251-1387) and associated regulations.
24. Include requirements that a contract award will not be made to debarred, suspended, or otherwise excluded parties as listed on the System for Award Management (SAM).
25. Ensure all contracts in excess of \$100,000 require compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

C. The County Administration shall:

1. Procure solid waste management services in a manner that maximizes energy and resource recovery.
2. Establish an affirmative preference program for procurement of recovered materials identified in the EPA guidelines. The County may consider the Minimum Content Standard, the Case-by-Case Standard, or a substantially equivalent standard, as set forth in RCRA Section 6002(i)(3), as appropriate to any situation. The County may utilize the assistance of EPA Product Resource Guides located at www3.epa.gov/epawaste/consERVE/tools/cpg/resources.htm for all product categories for all covered procurements.

D. For FTA requirements, the Grants Administrator or designee, shall prepare the following documents and submit to Procurement:

1. An independent cost estimate (ICE).
2. Any certifications which may be grant required.

3. And any other documents as identified by the Grants Administrator which are necessary to fulfill grant requirements.

[END 501.16]

Procedure No.:
501.17

Title:
Analysis and Qualified Product List

(Issued 5/1/2019)

I. VALUE ANALYSIS

As applicable, Procurement shall conduct value analyses to analyze current, new, and alternative products to: determine functionality, suitability, and cost differences; identify new sources of supply when preparing to issue a solicitation; identify a good or service with best performance for the customer at the best cost for the County; or for new or alternative goods. The value analysis process reviews, identifies and eliminates features that add no true value to the customer or the end product but incur cost to the process of manufacturing or provision of the service; verifies that new identified potential supplier's costs, qualities, technologies, timeliness, dependability, and service best meet the County needs; and determines the suppliers pricing structure based on amount of goods purchased. The steps include information gathering, sourcing and cost analysis, and testing, evaluation and presentation of findings to the department.

II. SPEND ANALYSIS

Procurement shall conduct periodic spend analyses to aggregate, classify, and leverage spend data for the purpose of gaining visibility into cost reduction, performance improvement, and contract compliance opportunities. It is part of an overall spend management and visibility process that includes the analysis, award, and monitoring of County spend. Steps include obtaining, converting, checking, classifying, validating and analyzing data.

To find savings opportunities, Procurement establishes the spending background of the County and then looks at the spend data in more detail, breaking it down into refined categories. One use of a spend analysis is to identify the low value items that consume the largest percentage of the buyers' time. With this information Procurement looks for ways to automate processes to expedite the acquisition of these items so there is minimal or no human intervention required from Procurement.

III. QUALIFIED PRODUCTS LIST PROCESS

Procurement shall provide a mechanism by which suppliers can submit new and innovative products and a process by which these products are evaluated. As part of the process, the supplier completes and submits a Product Evaluation Request and may be required to submit samples which are examined by the County. If necessary, the department(s) performs field tests, reviews product information, rates the product and provides details if it passes or fails to Procurement. Procurement notifies supplier of the results of the evaluation.

The specifications of products that are evaluated and assigned satisfactory ratings can then be utilized in the development of solicitations for those items.

IV. LEASE VS PURCHASE PROCESS

Lease vs. purchase is one of the elements in determining “best value”. The purpose of the process is to determine if leasing or purchasing equipment allows the County to leverage its budget most effectively. As applicable, Procurement, in collaboration with the department shall conduct a lease vs. buy analysis that includes trade-in and disposal considerations and life cycle cost (LCC) comparisons.

V. MARKET RESEARCH

For certain solicitations, as determined by the Procurement Official, Procurement will engage the market research process which is comprised of three activities; research, analysis and intelligence. Some of the outcomes of market research is determining cost drivers that impact pricing, identifying viable sources, and obtaining information regarding trends or emerging technologies in the competitive marketplace. Upon completion of the market research, Procurement will provide updates to the department for use in development of the solicitation Scope and specifications.

[END 501.17]

I. REQUEST FOR LEGAL SERVICES

To best facilitate the submission of Request(s) for Legal Services (RLS) and to accommodate the County Attorney's Office's (CAO) law office management system, requests from Procurement and departments shall be submitted using the following procedures:

- A. All RLS requests must be submitted to the CAO via email to: RLS@mymanatee.org.
- B. The RLS form should be completed and signed/initialed or forwarded via email by the department/division head. The RLS should be forward to CAO via email in Microsoft Word format. NOTE: There is no need to copy the County Administrator or the Deputy County Administrators on the submission email as they receive a weekly RLS report regarding new RLS matters.
- C. Include the department/division account key. This information is necessary for reporting purposes by the CAO and the Financial Management Department.
- D. The RLS form must provide detailed content in the following form fields, as is applicable:
 1. Brief statement of the nature of the request or problem: The description of the matter containing relevant facts the assigned attorney will need to understand to analyze the matter.
 2. Discussion of the implications and the possible impact if not apparent from preceding information: Include information regarding issues that may impact the request. The assigned attorney will use this information to triage this request with other matters he or she may have pending. Provide accurate implications so that the assigned attorney can adequately assess the importance of this RLS and prioritize it accordingly.
 3. Time considerations and their significance: Provide a reasonable date or timeframe by which a response is needed. If an RLS is not needed within a specific timeframe, include this information in the RLS and request review within 30 days. Do not use terms like ASAP, urgent, or quick response in place of a specific timeframe or date. RLS requests that do not contain a specific deadline or timeframe will be rejected and returned. Emergency RLS requests or those requiring a response within 10 work days must be submitted by the department director only and should state "urgent" in the request.
 4. Factual background: Background or historical information relevant to the request. Include all information that will assist the attorney with responding to the RLS. If a contract or agreement is being resubmitted for revisions or amendments, include the date the document was last reviewed and by who.
 5. List and/or attach related documents: Supporting documentation should be attached as individual documents to the RLS submission email and not as a single electronic file. If supporting documents are not available at the time the RLS is submitted, please indicate the reason for their omission, and when the CAO can expect to receive them. For requests to review or draft an agreement, attach the solicitation request, all exhibits to the

agreement, and any other documents the reviewing attorney will need to review/draft the proposed agreement.

6. Relevant prior legal assistance: List the name of the attorney who assisted in a previous matter or topic and the RLS number.
 7. Name and telephone number of other interested or opposing parties or their counsel: Provide complete contact information for the client representative, involved counsel, or other interested parties.
 8. Other: Comments or information that does not fit any other category.
- E. Draft documents including contracts/agreements, correspondence, ordinances/resolutions, etc., related to the RLS should be attached separately to the submitting RLS email in Word format. Form agreements that have been revised by Procurement or the vendor must be in redline form so that the reviewing attorney can see what changes have been made or what terms have been deleted. Utilize the County's File Transfer tool on the home page of the iNet for transmitting documents that are too large for regular email. Contact the IT Customer Service Center if you need assistance using this tool.
 - F. Confidential information or documents that cannot be transmitted electronically should be sent to the CAO via hand-delivery or interoffice mail. Please indicate the matter name and number on the outside of the transmittal envelope.
 - G. Once a new RLS is accepted by the CAO, it is assigned a sequential Matter Number (consisting of the year designator followed by a number). The requestor will receive an email acknowledging receipt of the RLS as well as an email providing the assigned Matter Number.
 - H. Upon completion of review by CAO, the document and any opinion or recommended changes will be returned to the requestor.

[END 501.18]

Procedure No.:
501.19

Title:
Tie Bids

(Issued 5/1/2019)

I. TIE BIDS

Whenever the lowest quote/bid is submitted by two or more responsive, responsible Bidders and are equal with respect to price, quality, and/or service, the following procedures apply to the award of the purchase order/agreement:

A. Procurement shall make the award recommendation to:

1. The quote/bid received from a local business, as defined as follows: a business legally authorized to engage in the sale of goods and/or services which, for at least six months prior to the announcement of the solicitation for quotes, has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas, or Sarasota County, and which has had at least one full-time employee at that location during the qualifying period.
2. If none or all of the equal bidders are a local business, the award shall be determined in accordance with Florida Statute 287.07, *Preference to businesses with drug-free workplace programs*.
3. If none or all of the equal bidders have a drug-free workplace program, the award shall be made to the bidder that has a formal, environmental sustainability initiative.
4. If none or all of the equal bidders have a formal, environmental sustainability initiative, the award shall be determined by a chance drawing to be conducted by the Procurement Official in a publicly noticed meeting.

[END 501.19]

APPENDIX A, FORMS

1	Advance Payment <\$25K  Memo - Advanced Payment LESS THAN 2
2	Advance Payment >\$25K  Memo - Advanced Payment GREATER TH
3	Award Recommendation  Memo - Award Recommendation Dep
4	Emergency Purchase Request  Memo - Emergency Purchases Request (Ri
5	Insurance/Bond Notice  Email-Letter, Insurance Bond Notice
6	Invoice Dispute Letter  Letter - Invoice Dispute.doc
7	Notice of Cancellation  Form - Notice of Cancellation.docx
8	Notice of Cancellation with Intent to Resolicit  Form - Notice of Cancellation-Intent to
9	Notice of Intent to Award IFB  Form - Notice of Intent to Award -IFB.d

10

Notice of Intent to Award ITQ



Form - Notice of
Intent to Award -ITQ §

11

Notice of Intent to Award



Form - Notice of
Intent to Award - RFO

12

Notice of Intent to Award RFP



Form - Notice of
Intent to Award - RFP-

13

Notice of Intent to Negotiate



Form - Notice of
Intent to Negotiate.doc

14

ODP Certificate of Entitlement



Form - ODP Cert of
Entitlement.docx

15

Product Eval Request



Form - Product Eval
Request.docx

16

RLS form



Form - RLS - County
Attorney.docx

17

Scope of Work



Scope of Work.docx

18

Single Source Request



Memo - Single
Source Request (Rev

19

Single Source Due Diligence



Memo - Single
Source Due Diligence.

20

Sole Source Request



Memo - Sole Source
Request (Rev 12-3-18)

21

Sole Source Due Diligence



Memo - Sole Source
Due Diligence.docx

22

Supplier Performance Eval, Construction and Services



Form - Supplier
Performance Eval, Coi

23

Supplier Performance Eval, Goods



Form - Supplier
Performance Eval, Go

24

Supplier Performance Eval, Revenue



Form - Supplier
Performance Eval, Rev

25

Technical Eval Committee Agreement



Form - Tech Eval
Committee Agreemen
